

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

Council Rules of Decorum limit citizen comments on agenda items and public hearings to five (5) minutes and general comments for non-agenda items to three (3) minutes. Any person desiring to address the Council during such period is required to sign in with the City Clerk prior to the Council meeting between 6:30 p.m. and 6:45 p.m. on the third floor of City Hall or anytime between 8:00 a.m. and 5:00 p.m. in the Office of the City Clerk. They shall provide their name, address and specify the agenda item they wish to address. Remarks shall be directed to the matter being considered and the speaker is allowed to speak only one time. If written materials are to be submitted twelve (12) copies should be made available, and may not be returned.

**AGENDA**  
**MUSKOGEE CITY COUNCIL**  
**October 23, 2017**

REGULAR SESSION -7:00 P.M., 3RD FLOOR, COUNCIL CHAMBERS MUNICIPAL BUILDING,  
229 W. OKMULGEE, MUSKOGEE, OKLAHOMA

INVOCATION - COUNCILMEMBER IVORY VANN

FLAG SALUTE - MAYOR BOB COBURN

ROLL CALL - MAYOR BOB COBURN

APPROVAL OF MINUTES: SPECIAL CALL CITY COUNCIL MINUTES October 3, 2017 and  
CITY COUNCIL REGULAR SESSION October 9, 2017

**CONSENT AGENDA**

**The following items are considered to be routine by the City Council and will not be read aloud. The Consent Agenda will be enacted with one motion and should discussion be desired on an item, that item will be removed from the Consent Agenda prior to action and considered separately prior to the Regular Agenda.**

1. Approval of claims for all city departments September 29, 2017 through October 11, 2017.
2. Approval of a Mutual Police Assistance Agreement between the Jack C. Montgomery Veteran Affairs Medical Center/The United States Department of Veterans Affairs and the City of Muskogee, or take other necessary action. (Rex Eskridge)
3. Approval of an Intergovernmental Cross-Deputization Agreement between the United States, The Muskogee (Creek) Nation, and Political Subdivisions of the State of Oklahoma and the City of Muskogee Police Department, or take other necessary action. (Rex Eskridge)

4. Consider approval of Resolution No. 2707 giving notice to the Secretary of the Muskogee County Election Board and calling a City General Election for Tuesday, the 13th of February, 2018, and a Run-Off Election in the event respective candidates for the offices of Mayor and Council members do not receive a majority vote, with said Run-Off Election to be held for Tuesday, the 3rd of April, 2018; Establishing filing, withdrawal and contest periods; Closing the 45th and 40th voting precincts; and Establishing all the same pursuant to the Charter of the City of Muskogee and the revised State election laws, or take other necessary action. (Roy D. Tucker)
5. Approval of the appointment of E. Cedric Johnson to serve a five (5) year term on the Martin Luther King Jr. Community Center Trust Authority, beginning November 1, 2017, and ending July 31, 2022, replacing David Ragsdale, or take other necessary action. (Councilor James Gulley)

### **REGULAR AGENDA**

6. Discussion and possible approval of a proposal to change the times of City Council meetings and City Council committee meetings, or take other necessary action (Councilor Wayne Johnson).
7. Receive presentation of plaque for Elliott Park dedication on November 2, 2017 at 5:00 p.m. (Councilor Marlon Coleman)

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

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

**ADJOURN**

**Regular City Council****Meeting Date:** 10/23/2017**Initiator:** Ashley Wallace, Office Adm 1**Department:** City Clerk**Staff Information Source:**

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

APPROVAL OF MINUTES: SPECIAL CALL CITY COUNCIL MINUTES October 3, 2017 and  
CITY COUNCIL REGULAR SESSION October 9, 2017

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

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**Fiscal Impact****Attachments**

10-03-2017 spccmin

10-09-2017 ccmin

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## MINUTES

### **OF THE COUNCIL OF THE CITY OF MUSKOGEE, OKLAHOMA, MET IN A SPECIAL CALL SESSION, IN THE COUNCIL CHAMBERS OF CITY HALL MONDAY, OCTOBER 3, 2017**

The Council of the City of Muskogee, Oklahoma, met in a Special Call Session in Council Chambers of City Hall, Monday, October 3, 2017, at 7:00 p.m., with Mayor Coburn presiding.

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

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

Staff: Mike Miller, City Manager; Mike Stewart, Asst City Manager; Roy Tucker, City Attorney;

Present: Tammy L. Tracy, City Clerk; Gary Garvin, City Planner; Greg Riley, Public Works Director; Matthew Beese, Assistant City Attorney; Donnie Wimbely, Purchasing Manager; Mark Wilkerson, Parks & Recreation Director; Jean Kingston, City Treasurer; Michael O'Dell, Fire Chief; Kelly Plunkett, Human Resources Director; Rex Eskridge, Police Chief

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

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

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

Carried - Unanimously

- A Council reconvened at 5:15 p.m.

**(No Action Taken):** Pursuant to Section 307 C.10, Title 25, Oklahoma Statutes, consider convening in Executive Session for the purpose of conferring on matters pertaining to economic development within the Northwest corridor of the City of Muskogee, and if necessary, take appropriate action in open session. (Gary D. Garvin)

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JOHN R COBURN, MAYOR

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TAMMY L. TRACY, CITY CLERK

## MINUTES

### **OF THE COUNCIL OF THE CITY OF MUSKOGEE, OKLAHOMA, MET IN REGULAR SESSION, IN THE COUNCIL CHAMBERS OF CITY HALL MONDAY, OCTOBER 9, 2017**

The Council of the City of Muskogee, Oklahoma, met in Regular Session in Council Chambers of City Hall, Monday, October 9, 2017, at 7:00 p.m., with Mayor Coburn presiding.

Invocation was given by Councilmember Derrick Reed

Flag Salute was led by Mayor Bob Coburn

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

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

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

#### APPROVAL OF MINUTES: CITY COUNCIL REGULAR SESSION September 25, 2017.

Motion was made by Deputy Mayor James Gulley, seconded by Councilmember Janey Boydston to approve Regular City Council minutes of September 25, 2017.

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

Carried - Unanimously

#### **CONSENT AGENDA**

Motion was made by Deputy Mayor James Gulley, seconded by Councilmember Dan Hall to approve Consent Agenda.

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

Carried - Unanimously

**The following items are considered to be routine by the City Council and will not be read aloud. The Consent Agenda will be enacted with one motion and should discussion be desired on an item, that item will be removed from the Consent Agenda prior to action and considered separately prior to the Regular Agenda.**

- 1 Approval of claims for all City departments September 14, 2017 through September 27, 2017.
- 2 Approval of Resolution No. 2704 declaring three (3) parcels of property more particularly described in the resolution as surplus to the needs of the City and authorize the conveyance of said properties, or take other necessary action. (Gary D. Garvin)
- 3 Approval to accept the proposal from Tyler Technologies for a time and attendance system and authorize the City Manager to negotiate and execute a contract for the same, or take other necessary action. (Kelly Plunkett)
- 4 Approval to authorize the City Manager to negotiate and execute a transition agreement from SFM as a third-party contractor to the City of Muskogee for operations of Love-Hatbox Sports Complex, or take other necessary action. (Mike Miller)
- 5 Approval of purchasing 564 livestock pens and storage bins for the Hatbox Barn Renovations from the Oklahoma Corrections Industries, a division of the Oklahoma Department of Corrections, or take other necessary action. (Mark Wilkerson)
- 6 Approval to purchase the remaining licenses to upgrade the Microsoft Office software suite to Version 2016, in the amount of \$33,894.00 from SHI, International Corporation, or take other necessary action. (Chris Cummings)
- 7 Approval of State Contract purchase of one (1) Vac-Con Sewer/Flusher truck from Frontier Equipment, or take other necessary action. (Robert Swepston)
- 8 Approval to receive donated funds for the months of July 2017 in the amount of \$612.00, and August 2017 in the amount of \$1,993.00, for a total of \$2,605.00, for the City's Animal Shelter Sponsorship Program as per the attached list, or take other necessary action. (Rex Eskridge)
- 9 Approval of an amended Affirmative Action Plan of the City of Muskogee, Oklahoma, for fiscal year 2017-2018, Council Policy 3-1-1, or take other necessary action. (Kelly Plunkett)

#### **REGULAR AGENDA**

- 10 Consider approval of Ordinance No. 4028-A of the City of Muskogee Chapter 34, Court; Article II, Procedure; Section 34-56, amending assessment on traffic offenses; providing for repealer, severability and setting an effective date, or take other necessary action. (Rex Eskridge)

Police Chief Rex Eskridge stated the amendment will increase the separate penalty assessment on traffic related offenses, excluding parking and standing violations from the current \$15.00 to \$50.00. All monies collected by the court pursuant to this section will still be deposited in a special fund. That fund name will change from "Patrol Vehicle Fund" to "Police Equipment Fund". This will be created for the sole purpose of providing an additional revenue source for purchasing and maintaining vehicles used by City law enforcement, as well as, purchasing and replacing technological or specialized equipment to enhance the delivery of police services to our community

Motion was made by Deputy Mayor James Gulley, seconded by Councilmember Wayne Johnson to approve Ordinance No. 4028-A of the City of Muskogee Chapter 34, Court; Article II, Procedure; Section 34-56, amending assessment on traffic offenses; providing for repealer, severability and setting an effective date.

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

Carried - Unanimously

- 11 Consider approval of Resolution No. 2706 of the City of Muskogee providing that all fees, charges, and rates as set out in Appendix A of the Muskogee City Code have been reviewed and submitted to City Council for adjustment and adoption as set out in Exhibit A and setting an effective date, or take other necessary action. (Mike Stewart)

Assistant City Manager Mike Stewart stated during the budget process for FY 2017/2018, City Budget Staff identified the need to review the rates changed by the City as set out in Appendix A of the City Code. At the May 2017 Council Retreat, this issue was addressed and the decision was made to have Staff further research Appendix A. Staff reviewed and considered modifications of all fees and charges outlined in Schedule A. A significant number of fees are recommended to be revised. An outline of these charges are attached.

Motion was made by Councilmember Dan Hall, seconded by Councilmember Janey Boydston to approve Resolution No. 2706 of the City of Muskogee providing that all fees, charges, and rates as set out in Appendix A of the Muskogee City Code have been reviewed and submitted to City Council for adjustment and adoption as set out in Exhibit A and setting an effective date.

AYE: Mayor John R. Coburn, Deputy Mayor James Gulley, Councilmember Janey Boydston, Councilmember Patrick Cale, Councilmember Dan Hall, Councilmember Wayne Johnson, Councilmember Derrick Reed, Councilmember Ivory Vann

NAY: Councilmember Marlon Coleman

Carried



- 12 Consider approval to accept the proposal from New Gen Strategies & Solutions for consulting services to conduct a fully automated solid waste collection study and authorize the City Manager to negotiate and execute a contract for the same, or take other necessary action. (Greg Riley)

Public Works Director Greg Riley stated during the 2017/2018 budget process, funding was set aside to for a Fully Automated Solid Waste Collection Conversion study. The City sent a request for qualifications for a Fully Automated Solid Waste Collection study. The RFQ's were received August 25, 2017. Two (2) proposals were received in total:

-NewGen Strategies & Solutions  
-SCS Engineers

A Committee was established to include major coordinators and encompass a wide variety of departments. The Committee was comprised of the Director of Public Works (Greg Riley), Assistant Director of Public Works-Operations (Jim Wixom), Assistant City Manager (Mike Stewart), Safety Manager (Dakota Jones), Solid Waste Supervisor (Clyde Brown) and Senior Financial Analyst (Marcie Gilliam).

After receipt of the two (2) proposals, the Committee met with each consultant and discussed their qualifications for the project. Including similar projects completed and overall capabilities to complete the work.

The evaluation criteria used to score the proposals and the average of the scores are tallied as follows:

<b><u>Criteria</u></b>	<b><u>Max Points=100</u></b>	SCS	NewGen
Strategies & Solutions			
Oral Interview		36	39
Firm or Individual Experience		12	13
Qualifications of Key Personnel		18	22
Overall Quality of Qualification		12	14
<b>Total</b>		<b>78</b>	<b>88</b>

Based on the review and score of the proposals, the Committee voted to recommend NewGen Strategies & Solutions as the selected Consultant for a Fully Automated Solid Waste conversion study.

The study will include the study of residential collection, commercial collection and cost of service. Once this phase of the study is complete and decisions are made by Council on recommended actions. The next study phase will include the selection of the type and size of trucks to use and the routing of the trucks.

All aspects of our solid waste collection process will be studied and recommendations will be made for improvements and the conversion to fully automated. This includes personnel, trucks, types of collections, days of collections, routing, landfill use and improvements to the functionality of all aspects of our collection. The option of Compressed Natural Gas trucks will also be part of the study.

Approval of this ordinance will allow the City Manager to negotiate and execute a contract

with NewGen Strategies and Solutions. This study was budgeted in the 2017/2018 Budget. Mr. Miller stated \$50,000.00 has been budgeted for the study and survey of this project. Solid waste is millions of dollars of revenue each year. Mr. Miller feels studying this is a wise thing to do.

Councilmember Ivory Vann stated we spend a lot of money for these studies and asked if it is possible for managers and Council members to travel to different cities and get hands on experience instead of hiring people and paying thousands of dollars for them to do a study.

City Manager Mike Miller stated this field brings in millions of dollars in revenue and he feels that spending money on someone with expertise to do the study is well worth the money. The City would not want to switch over to something new without having the best information at hand.

Motion was made by Deputy Mayor James Gulley, seconded by Councilmember Janey Boydston to approve accepting the proposal from New Gen Strategies & Solutions for consulting services to conduct a fully automated solid waste collection study and authorize the City Manager to negotiate and execute a contract for the same.

AYE: Mayor John R. Coburn, Deputy Mayor James Gulley, Councilmember Janey Boydston, Councilmember Patrick Cale, Councilmember Wayne Johnson, Councilmember Ivory Vann

NAY: Councilmember Marlon Coleman, Councilmember Dan Hall, Councilmember Derrick Reed

Carried

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

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Ivory Vann, 4338 Columbus St., Muskogee, Oklahoma, stated he attended the first Native American Recognition Day in Tulsa and it was a great event. Indian Chiefs from all tribes and people from different parts of Oklahoma were able to attend. Mr. Vann feels it would be nice for Muskogee to have a Native American Day.

ADJOURN

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JOHN R. COBURN, MAYOR

TAMMY L. TRACY, CITY CLERK

**Regular City Council**

**1.**

Meeting Date: 10/23/2017  
Initiator: Ashley Wallace, Office Adm 1  
Department: City Clerk  
Staff Information Source:

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Information

AGENDA ITEM TITLE:

Approval of claims for all city departments September 29, 2017 through October 11, 2017.

BACKGROUND:

RECOMMENDED ACTION:

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Fiscal Impact

Attachments

Claims 9.29.17 - 10.11.17

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CITY OF MUSKOGEE CLAIMS  
9.29.17 TO 10.11.17

CHECK NO	VENDOR NO	VENDOR NAME	CHECK DATE	CHECK AMOUNT
194094	121	BOULWARE, WINTHORP	9/28/2017	51.43
194095	121	MERRELL, JAMES	9/28/2017	61.83
194096	121	NICHOLS, MATTHEW D	9/28/2017	17.23
194097	121	PEMBERTON, STACEY L	9/28/2017	31.11
194098	121	PROCTOR, BOBBIE B	9/28/2017	12.59
194099	2	ACCURATE LABS & TRAINING CENTE	9/29/2017	460.00
194100	2713	ACTION GROUP STAFFING	9/29/2017	6,852.01
194101	2461	ADVANCE AUTO PARTS 64771111001	9/29/2017	238.33
194102	6	AMERICAN INDUSTRIAL SUPPLY CO	9/29/2017	37.20
194103	1911	AMERICAN MUNICIPAL SERVICES	9/29/2017	451.63
194104	158	ANCHOR AUTO GLASS	9/29/2017	321.15
194105	11	B & J OIL CO INC	9/29/2017	15,442.64
194106	3746	B & R ELECTRIC SERVICE INC	9/29/2017	12,663.13
194107	3833	BEST BUY BUSINESS ADVANTAGE AC	9/29/2017	54.99
194108	117	BOB COBURN	9/29/2017	52.70
194109	3024	BRANDON GARNER	9/29/2017	199.00
194110	3238	BROKEN ARROW ELECTRIC	9/29/2017	2,908.01
194111	2552	BROWN'S SHOE FIT CO #87	9/29/2017	2,045.00
194112	2696	BROWNELLS, INC	9/29/2017	42.95
194113	5138	C & C SUPPLY AND SERVICE CO.	9/29/2017	862.63
194114	992	CARE AROUND THE CLOCK INC	9/29/2017	3,321.02
194115	5131	ESTHELA CASALE	9/29/2017	72.00
194116	5175	JAN CHAMPAGNE	9/29/2017	90.00
194117	3640	CHARBONNEAU, BILLY JO	9/29/2017	72.00
194118	487	CHEMSEARCH	9/29/2017	474.50
194119	820	CHIEF FIRE & SAFETY	9/29/2017	192.00
194120	3024	CHRIS CUMMINGS	9/29/2017	86.35
194121	3365	CHUPP IMPLEMENT COMPANY	9/29/2017	641.70
194122	167	CINCINNATI RADIATOR SERVICE IN	9/29/2017	345.00
194123	4933	CINTAS CORPORATION #2	9/29/2017	204.65
194124	4738	CITYWIDE PROPERTY MAINTENANCE	9/29/2017	2,222.08
194125	24	CUMMINS SOUTHERN PLAINS LTD	9/29/2017	374.20
194126	25	DEALERS ELECTRICAL SUPPLY	9/29/2017	828.54
194127	262	DEPARTMENT OF ENVIRONMENTAL QU	9/29/2017	124.00
194128	224	DICKMANN GLASS CO	9/29/2017	250.00
194129	650	DIRECT TRAFFIC CONTROL INC	9/29/2017	360.00
194130	3991	DIRT WORK DONE RIGHT	9/29/2017	200.00
194131	3991	DIRT WORK DONE RIGHT	9/29/2017	2,375.74
194132	170	EAST CENTRAL ELECTRIC	9/29/2017	19.59

CITY OF MUSKOGEE CLAIMS  
9.29.17 TO 10.11.17

CHECK NO	VENDOR NO	VENDOR NAME	CHECK DATE	CHECK AMOUNT
194133	460	EASTSIDE ANIMAL HOSPITAL	9/29/2017	31.16
194134	4862	SARAH EATON	9/29/2017	108.00
194135	3024	EDIE MCJUNKINS	9/29/2017	12.00
194136	5225	EDNA SUE LAWRENCE	9/29/2017	40.00
194137	951	ELECTRO-MECH SCOREBOARD CO	9/29/2017	380.00
194138	953	EXPRESS EMPLOYMENT PROFESSIONA	9/29/2017	3,368.97
194139	29	FASTENAL COMPANY	9/29/2017	68.52
194140	5191	BETHANY FERGUSON	9/29/2017	36.00
194141	303	FIRE SERVICE TRAINING	9/29/2017	250.00
194142	678	FISHER SCIENTIFIC COMPANY LLC	9/29/2017	274.68
194143	133	FIVE STAR OFFICE SUPPLY	9/29/2017	31.90
194144	3509	FLEETPRIDE INC	9/29/2017	250.49
194145	4644	ANDRAE FREEMAN	9/29/2017	600.00
194146	339	GARVER ENGINEERS LLC	9/29/2017	10,975.00
194147	339	GARVER ENGINEERS LLC	9/29/2017	682.72
194148	339	GARVER ENGINEERS LLC	9/29/2017	3,260.18
194149	105	GEHEB	9/29/2017	47.36
194150	5247	NIKYA GIVENS	9/29/2017	108.00
194151	34	GRAINGER	9/29/2017	37.95
194152	1793	HARBOR FREIGHT TOOLS	9/29/2017	261.82
194153	40	HARRISON TIRE & SUPPLY	9/29/2017	119.00
194154	5194	HAWKINS, INC.	9/29/2017	741.83
194155	3024	HEIDI MASTERSON	9/29/2017	19.00
194156	1414	HOMELAND STORES INC	9/29/2017	189.30
194157	4902	IMPERIAL LLC	9/29/2017	43.90
194158	47	THE J & E CORPORATION	9/29/2017	290.00
194159	5103	JACK HOOPES	9/29/2017	28.25
194160	3707	JAMAR TECHNOLOGIES INC	9/29/2017	1,995.00
194161	186	JAMES HODGE FORD-LINCOLN-MERC	9/29/2017	446.43
194162	117	JARROD HAVENS	9/29/2017	5.00
194163	779	JOHN DEERE FINANCIAL F.S.B.	9/29/2017	141.97
194164	983	JOHNSON'S SERVICE COMPANY	9/29/2017	348.99
194165	3024	JOSHUA GARZA	9/29/2017	274.00
194166	3024	KARISSA WALLIS	9/29/2017	141.98
194167	3024	KEITH TITSWORTH	9/29/2017	12.00
194168	3024	KENT PARKER	9/29/2017	19.00
194169	117	KEVIN WARLICK	9/29/2017	5.00
194170	4742	KAREN LAUDERDALE	9/29/2017	72.00
194171	3024	LAVEDA BERTON	9/29/2017	19.00
194172	399	LOCKE SUPPLY CO	9/29/2017	224.80

CITY OF MUSKOGEE CLAIMS  
9.29.17 TO 10.11.17

CHECK NO	VENDOR NO	VENDOR NAME	CHECK DATE	CHECK AMOUNT
194173	964	LOVE BOTTLING CO - #111902	9/29/2017	34.00
194174	56	LOWES	9/29/2017	628.70
194175	5009	MARTIN LUTHER KING TRUST AUTHO	9/29/2017	10,000.00
194176	4246	MARVIN'S MOWERS AND OUTDOOR LL	9/29/2017	99.75
194177	2654	MATLOCK SECURITY SERVICES	9/29/2017	90.00
194178	831	MAXWELL SUPPLY	9/29/2017	1,998.50
194179	4076	MICHAEL ALLEN RILEY ARCHITECTU	9/29/2017	2,000.00
194180	3024	MICHAEL BRACKEEN	9/29/2017	19.00
194181	3024	MIKE INGLE	9/29/2017	12.00
194182	117	MIKE MILLER	9/29/2017	10.00
194183	3024	MITCHELL DODD	9/29/2017	90.29
194184	194	MORGAN SERVICES COMPANY LLC	9/29/2017	25.00
194185	921	MOTION INDUSTRIES INC	9/29/2017	117.38
194186	5195	MUSCOGEE STAFFING SOLUTIONS, L	9/29/2017	2,489.55
194187	139	MUSKOGEE CITY-COUNTY PORT AUTH	9/29/2017	30,373.75
194188	195	MUSKOGEE COUNTY CLERK	9/29/2017	808.00
194189	197	MUSKOGEE YOUTH SERVICES	9/29/2017	2,462.72
194190	4476	MUTUAL OF OMAHA INSURANCE CO	9/29/2017	8,582.59
194191	4754	NEWTON, BRYCE DBA	9/29/2017	525.00
194192	3024	NICK FRAZEE	9/29/2017	12.00
194193	3024	NICOLE RUFFIN	9/29/2017	90.29
194194	864	NORTHERN SAFETY CO	9/29/2017	210.12
194195	1944	OFFICE CONNECTIONS LLC	9/29/2017	233.18
194196	114	OFFICE DEPOT	9/29/2017	927.00
194197	4760	OG&E - ACCT #35947999-5	09/29/2017 1	43,860.26
194198	67	OKLAHOMA NATURAL GAS	9/29/2017	1,671.77
194199	4847	OKLAHOMA PUBLIC FLEET	9/29/2017	190.00
194200	2763	ONE SOURCE WATER LLC	9/29/2017	37.50
194201	70	OREILLY AUTO PARTS	9/29/2017	846.32
194202	2155	P & K EQUIPMENT	9/29/2017	93.53
194203	73	PATE INDUSTRIAL SUPPLY INC	9/29/2017	440.83
194204	379	PETROLEUM MARKETERS EQUIPMENT	9/29/2017	602.50
194205	204	PIONEER ABSTRACT & TITLE COMPA	9/29/2017	25,000.00
194206	4795	PREMIER TRUCK GROUP	9/29/2017	2.23
194207	5008	PREMIER USA INC.	9/29/2017	1,059.74
194208	4571	RAD-MANS GLASS ART	9/29/2017	103.80
194209	3024	RANDALL HULL	9/29/2017	12.00
194210	1865	RICHEY'S MUFFLER, BRAKES & MOR	9/29/2017	485.14
194211	3420	RIVERSIDE AUTOPLEX OF MUSKOGEE	9/29/2017	382.50
194212	5180	ROBERT E. ALLEN, JR. DBA SPARK	9/29/2017	3,644.00

CITY OF MUSKOGEE CLAIMS  
9.29.17 TO 10.11.17

CHECK NO	VENDOR NO	VENDOR NAME	CHECK DATE	CHECK AMOUNT
194213	3311	ROBERTS SALVAGE INC	9/29/2017	400.00
194214	3024	ROGER RUFFNER	9/29/2017	7.65
194215	3024	RON MAYES	9/29/2017	199.00
194216	149	ROSSON WHEEL SERVICE	9/29/2017	100.00
194217	4866	ROXY OPERATING ACCOUNT	9/29/2017	1,155.78
194218	2616	ROYSE PRINTING CO	9/29/2017	246.50
194219	84	SADLER PAPER COMPANY	9/29/2017	143.38
194220	5003	SB SERVICES LLC	9/29/2017	4,057.00
194221	5218	SEAN M. CALL DBA SPORTS & FITN	9/29/2017	330.00
194222	3024	SHAWN BLAIR	9/29/2017	12.00
194223	2635	SIMPSON CARPENTRY SERVICE	9/29/2017	8,300.00
194224	3739	SLAPE, INETTE	9/29/2017	54.00
194225	5267	STAUB INVESTMENTS INC. DBA GAL	9/29/2017	32.00
194226	92	STUART C IRBY CO	9/29/2017	28.65
194227	212	SUNSET CHEMICAL COMPANY	9/29/2017	200.00
194228	93	SUPERIOR LINEN SERVICE INC	9/29/2017	97.30
194229	94	TECHNICAL PROGRAMMING SERVICES	9/29/2017	5,394.24
194230	1821	KATHY H THOMAS PHD	9/29/2017	200.00
194231	3102	TIGER NATURAL GAS INC	9/29/2017	730.79
194232	3024	TIM DOERNER	9/29/2017	12.00
194233	4183	TONY'S TIRE SERVICE INC	9/29/2017	450.00
194234	1973	TRACTOR SUPPLY CO	9/29/2017	108.56
194235	4446	TULSA ASPHALT LLC	9/29/2017	5,102.52
194236	97	UNIFIRST HOLDINGS LP	9/29/2017	1,017.74
194237	5193	URBAN RESTORATION GROUP US INC	9/29/2017	262.00
194238	572	USA BLUEBOOK	9/29/2017	271.83
194239	3386	UTILITY TECHNOLOGY SERVICES IN	9/29/2017	136.01
194240	4436	W T AND S BUTTERFLY FARM	9/29/2017	240.00
194241	117	WALTER NAYDAN	9/29/2017	56.50
194242	215	WASTE MANAGEMENT OF OKLAHOMA I	9/29/2017	18,810.44
194243	717	WAYMAN, CINDY	9/29/2017	144.00
194244	99	WHEELER METALS	9/29/2017	76.00
194245	4901	LAURA WICKIZER	9/29/2017	36.00
194246	420	YOUTH VOLUNTEER CORPS OF AMERI	9/29/2017	128.70
194247	3024	ALFREDO SOLIS	9/29/2017	199.00
194248	121	JAMES, BRANDON P	9/29/2017	14.75
194249	121	MEYER, WILLIAM SCOTT	9/29/2017	17.66
194250	121	PETTIT, JAROD	9/29/2017	39.81
194251	121	BARNS, SHARON	10/2/2017	60.00
194252	121	GREEN, NANCY	10/2/2017	38.10



CITY OF MUSKOGEE CLAIMS  
9.29.17 TO 10.11.17

CHECK NO	VENDOR NO	VENDOR NAME	CHECK DATE	CHECK AMOUNT
194253	121	PAYNE, SHERYL	10/2/2017	48.15
194254	3024	JUSTIN WARDOUR	10/2/2017	670.00
194255	121	LEE, ROBERT Z	10/3/2017	51.85
194256	4468	BLUECROSS/BLUE SHIELD OF OK	10/03/2017 1	55,658.24
194257	121	BUMGARNER, DEBORAH R	10/3/2017	42.97
194258	121	ADRIENNE DAVOUD/SABRINA HAKIN-	10/4/2017	21.35
194259	121	CROSBY, CINDY	10/4/2017	90.00
194260	121	CROSBY, CINDY	10/4/2017	8.30
194261	121	CUSTOM TOUCH	10/4/2017	72.72
194262	121	CUSTOM TOUCH RENTALS	10/4/2017	64.04
194263	121	DOUGHTY, JOSHUA M	10/4/2017	48.15
194264	121	HAIR, ARTHUR G	10/4/2017	26.87
194265	121	HAYES, WANDA P	10/4/2017	38.15
194266	121	HEMENT PATEL- AMERICAN MOTEL	10/4/2017	70.78
194267	121	LEE, ROBERT	10/4/2017	100.00
194268	121	LONG, JEANNIE D	10/4/2017	37.73
194269	121	NEW HOPE ASSEMBLY	10/4/2017	36.28
194270	121	PETTIT, JARRED	10/4/2017	50.92
194271	121	RAINBOLT, CHERYL	10/4/2017	87.04
194272	121	SPURLOCK, DENNIS	10/4/2017	42.39
194273	121	SPURLOCK, PATRICIA	10/4/2017	2.92
194274	121	THOMAS, KYMBER L	10/4/2017	49.81
194275	2923	BROOKE HALL	10/6/2017	26.75
194276	2923	CLARENCE MCBRIDE	10/6/2017	26.75
194277	2923	DANNY DUPONT	10/6/2017	26.75
194278	2923	DANNY GABLE	10/6/2017	26.75
194279	2923	DONNIE BENNETT	10/6/2017	26.75
194280	2923	ELIZABETH ESCOBAR	10/6/2017	26.75
194281	2923	ERIC TWYMAN	10/6/2017	26.75
194282	2923	HELEN HULL	10/6/2017	26.75
194283	2923	JACOB IRELAND	10/6/2017	26.75
194284	2923	KAMERON COLLINS	10/6/2017	26.75
194285	2923	KENNETH AVERS	10/6/2017	26.75
194286	2923	LESLIE ARNOLD	10/6/2017	26.75
194287	2923	LINCOLN ANDERSON	10/6/2017	26.75
194288	2923	NICHOLAS FRAZEE	10/6/2017	26.75
194289	2923	SHAWN BROWN	10/6/2017	26.75
194290	2923	STORMIE RICE	10/6/2017	26.75
194291	2923	TIM DOERNER	10/6/2017	26.75
194292	2	ACCURATE LABS & TRAINING CENTE	10/6/2017	2,210.00

CITY OF MUSKOGEE CLAIMS  
9.29.17 TO 10.11.17

CHECK NO	VENDOR NO	VENDOR NAME	CHECK DATE	CHECK AMOUNT
194293	2713	ACTION GROUP STAFFING	10/6/2017	4,730.95
194294	2461	ADVANCE AUTO PARTS 64771111001	10/6/2017	125.76
194295	3	AIRGAS USA LLC	10/6/2017	162.63
194296	1369	ALL-STATE ELECTRIC MOTORS INC	10/6/2017	1,230.39
194297	4612	AT&T MOBILITY #918-577-2585 (C	10/6/2017	17.31
194298	11	B & J OIL CO INC	10/6/2017	3,175.50
194299	2853	BLESSED GROUND MAINTENANCE	10/6/2017	700.00
194300	5290	JANEY C BOYDSTON	10/6/2017	75.00
194301	2072	BRAINERD CHEMICAL COMPANY INC	10/6/2017	4,571.77
194302	259	BRENNTAG SOUTHWEST INC	10/6/2017	4,312.80
194303	3238	BROKEN ARROW ELECTRIC	10/6/2017	4,796.02
194304	2552	BROWN'S SHOE FIT CO #87	10/6/2017	270.00
194305	1057	BSN SPORTS	10/6/2017	258.22
194306	5272	BURLEY, BRANDON DBA LAZY B FLO	10/6/2017	497.00
194307	5138	C & C SUPPLY AND SERVICE CO.	10/6/2017	592.77
194308	578	CAGLE AUTO CRUSHERS & SALVAGE	10/6/2017	320.00
194309	586	CAGLE'S FLOWERS & GIFTS	10/6/2017	56.95
194310	488	CAMPBELL WHOLESALE CO INC	10/6/2017	152.62
194311	4739	JUSTIN CAWVEY	10/6/2017	6,032.70
194312	820	CHIEF FIRE & SAFETY	10/6/2017	473.00
194313	3024	CHRIS CUMMINGS	10/6/2017	53.50
194314	3365	CHUPP IMPLEMENT COMPANY	10/6/2017	309.60
194315	167	CINCINNATI RADIATOR SERVICE IN	10/6/2017	452.00
194316	4738	CITYWIDE PROPERTY MAINTENANCE	10/6/2017	2,101.94
194317	3626	CLARK EQUIPMENT	10/6/2017	525.00
194318	4390	BOB COBURN	10/6/2017	75.00
194319	504	COOK CONSTRUCTION & CRANE INC	10/6/2017	525.00
194320	2292	CORE & MAIN LP	10/6/2017	0.00
194321	2292	CORE & MAIN LP	10/6/2017	36,778.73
194322	5075	CYNMAR LLC	10/6/2017	238.20
194323	4311	DAVID'S DISCOUNT TIRES INC	10/6/2017	744.34
194324	4167	COLLEEN DURBIN	10/6/2017	800.00
194325	3113	EMPIRE PAPER CO	10/6/2017	151.20
194326	4427	EVOQUA WATER TECHNOLOGIES LLC	10/6/2017	19,665.87
194327	297	EXCHANGE CLUB OF MUSKOGEE	10/6/2017	110.00
194328	953	EXPRESS EMPLOYMENT PROFESSIONA	10/6/2017	2,008.38
194329	29	FASTENAL COMPANY	10/6/2017	207.60
194330	4407	FRANKLIN DIGITAL, INC	10/6/2017	110.00
194331	105	GEHEB	10/6/2017	11.28
194332	5255	GLOBAL WET LLC DBA GLOBAL WET	10/6/2017	101.16

CITY OF MUSKOGEE CLAIMS  
9.29.17 TO 10.11.17

CHECK NO	VENDOR NO	VENDOR NAME	CHECK DATE	CHECK AMOUNT
194333	34	GRAINGER	10/6/2017	178.93
194334	4819	HALL, DAN	10/6/2017	75.00
194335	1793	HARBOR FREIGHT TOOLS	10/6/2017	140.86
194336	40	HARRISON TIRE & SUPPLY	10/6/2017	70.00
194337	1414	HOMELAND STORES INC	10/6/2017	24.30
194338	2517	HONEYWELL INTERNATIONAL, INC	10/6/2017	2,661.58
194339	4902	IMPERIAL LLC	10/6/2017	6.40
194340	4984	WAYNE A JOHNSON	10/6/2017	75.00
194341	188	KING TIRES OF MUSKOGEE INC	10/6/2017	271.48
194342	705	KIRBY - SMITH	10/06/2017 3	42,500.60
194343	53	LAKE REGION ELECTRIC COOPERATI	10/6/2017	176.00
194344	399	LOCKE SUPPLY CO	10/6/2017	197.89
194345	964	LOVE BOTTLING CO - #111902	10/6/2017	34.00
194346	56	LOWES	10/6/2017	996.40
194347	4246	MARVIN'S MOWERS AND OUTDOOR LL	10/6/2017	474.08
194348	4956	MEDNOW URGENT CARE LLC	10/6/2017	1,818.75
194349	2802	MOORE MEDICAL LLC	10/6/2017	462.54
194350	194	MORGAN SERVICES COMPANY LLC	10/6/2017	125.00
194351	5195	MUSCOGEE STAFFING SOLUTIONS, L	10/6/2017	63.00
194352	3246	MUSKOGEE CITY COUNTY 911 TRUST	10/06/2017 1	21,601.99
194353	195	MUSKOGEE COUNTY CLERK	10/6/2017	13.00
194354	4915	MUSKOGEE COUNTY DISTRICT #3	10/6/2017	2,747.17
194355	1728	MUSKOGEE LITTLE THEATER, INC.	10/6/2017	2,139.69
194356	341	MUSKOGEE LOCK & KEY	10/6/2017	100.00
194357	3652	NEWTON EQUIPMENT LLC	10/6/2017	335.15
194358	712	OCT EQUIPMENT INC	10/6/2017	378.00
194359	114	OFFICE DEPOT	10/6/2017	155.64
194360	2108	OKLAHOMA CHILLER CORPORATION	10/6/2017	2,962.57
194361	67	OKLAHOMA NATURAL GAS	10/6/2017	1,090.33
194362	5089	OLSSON ASSOCIATES	10/6/2017	11,335.75
194363	2763	ONE SOURCE WATER LLC	10/6/2017	73.50
194364	70	OREILLY AUTO PARTS	10/6/2017	0.00
194365	70	OREILLY AUTO PARTS	10/6/2017	2,316.95
194366	73	PATE INDUSTRIAL SUPPLY INC	10/6/2017	1,037.81
194367	4838	MARLON COLEMAN	10/6/2017	0.00
194368	1597	PIONEER'S JANITORIAL SVC	10/6/2017	345.00
194369	5206	PLAY BY DESIGN INC.	10/6/2017	500.00
194370	5008	PREMIER USA INC.	10/6/2017	1,066.40
194371	1594	R J THOMAS MFG CO INC	10/6/2017	558.00
194372	4801	DERRICK REED	10/6/2017	75.00

CITY OF MUSKOGEE CLAIMS  
9.29.17 TO 10.11.17

CHECK NO	VENDOR NO	VENDOR NAME	CHECK DATE	CHECK AMOUNT
194373	4538	RETAIL ATTRACTIONS LLC	10/6/2017	4,000.00
194374	1865	RICHEY'S MUFFLER, BRAKES & MOR	10/6/2017	116.19
194375	4621	RON DRAKE CONSULTING LLC	10/6/2017	6,000.00
194376	149	ROSSON WHEEL SERVICE	10/6/2017	50.00
194377	2616	ROYSE PRINTING CO	10/6/2017	640.00
194378	3651	SALTUS TECHNOLOGIES LLC	10/6/2017	1,815.00
194379	116	SECURITY ALARMS CO	10/6/2017	150.00
194380	2399	SHINOOK AUTO MACHINE	10/6/2017	794.00
194381	2433	SIGNAL TEK, INC	10/6/2017	1,125.00
194382	92	STUART C IRBY CO	10/6/2017	538.48
194383	39	SUNGARD PUBLIC SECTOR INC	10/6/2017	59,743.90
194384	93	SUPERIOR LINEN SERVICE INC	10/6/2017	279.88
194385	2673	TASER INTERNATIONAL	10/6/2017	4,896.00
194386	94	TECHNICAL PROGRAMMING SERVICES	10/6/2017	2,223.16
194387	271	THYSSENKRUPP ELEVATOR CORP	10/6/2017	2,100.00
194388	4446	TULSA ASPHALT LLC	10/6/2017	6,290.44
194389	97	UNIFIRST HOLDINGS LP	10/6/2017	0.00
194390	97	UNIFIRST HOLDINGS LP	10/6/2017	1,856.00
194391	2398	UNIQUE DRY CLEANERS	10/6/2017	220.35
194392	1306	UNITED RENTALS (NORTH AMERICA)	10/6/2017	881.82
194393	61	US TREASURY - CREDIT TO	10/6/2017	760.00
194394	4789	IVORY L VANN	10/6/2017	75.00
194395	4436	W T AND S BUTTERFLY FARM	10/6/2017	240.00
194396	335	WARREN CAT	10/6/2017	2,032.59
194397	215	WASTE MANAGEMENT OF OKLAHOMA I	10/6/2017	16,805.84
194398	329	WELDON PARTS - MUSKOGEE	10/6/2017	10.57
194399	3629	YELLOWHOUSE MACHINERY CO	10/6/2017	371.86
194400	121	BROWN, RICHARD J	10/6/2017	100.00
194401	121	GILLENWATER, MARY	10/6/2017	59.05
194402	121	GUEVARA, SALVADOR II	10/6/2017	6.98
194403	121	HORNBuckle CAPITAL	10/6/2017	49.26
194404	121	PETTIT, JAROD	10/6/2017	51.27
194405	121	PETTIT, JARROD	10/6/2017	61.27
194406	121	PETTIT, JARROD	10/6/2017	61.27
194407	121	READY MORTGAGE	10/6/2017	65.16
194408	121	REESE, ADDIE	10/6/2017	6.69
194409	121	TOWNES, TERRY N	10/6/2017	0.89
194410	4838	MARLON COLEMAN	10/6/2017	75.00
194411	3928	BANK OF OKLAHOMA - VISA	10/6/2017	1,037.76
194412	472	CLEET	10/6/2017	6,726.37

CITY OF MUSKOGEE CLAIMS  
9.29.17 TO 10.11.17

CHECK NO	VENDOR NO	VENDOR NAME	CHECK DATE	CHECK AMOUNT
194413	4280	OSBI	10/6/2017	3,656.04
194414	477	OSBI	10/6/2017	3,536.68
194415	452	OKLAHOMA MUNICIPAL ASSURANCE G	10/6/2017	91,132.00
194416	4468	BLUECROSS/BLUE SHIELD OF OK	10/10/2017	49,388.79
194417	121	ARMSTRONG, ERICA	10/11/2017	100.00
194418	121	BRANDT, WILL	10/11/2017	48.15
194419	121	CROSBY, CINDY	10/11/2017	30.31
194420	121	DIAMOND CREEK LLC	10/11/2017	48.15
194421	121	LEE, ROBERT ZACHARY	10/11/2017	90.00
194422	121	ORTIZ, ANAMARIA DEJESUS	10/11/2017	24.60
194423	121	PORTER, LESLIE ANN	10/11/2017	21.23
194424	121	POWELL, JOANN	10/11/2017	15.19

**Regular City Council**

**2.**

Meeting Date: 10/23/2017

Submitted For: Rex Eskridge, Police

Initiator: Chad Farmer, Deputy  
Chief

Department: Police

Staff Information Source:

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Information

**AGENDA ITEM TITLE:**

Approval of a Mutual Police Assistance Agreement between the Jack C. Montgomery Veteran Affairs Medical Center/The United States Department of Veterans Affairs and the City of Muskogee, or take other necessary action. (Rex Eskridge)

**BACKGROUND:**

This is a Mutual Assistance Agreement the City of Muskogee and the Jack C. Montgomery Veteran Affairs Medical Center (VA). This agreement is asking for the City's support if a significant event were to occur that requires immediate additional Police response, to include the following: Officer Involved Shootings, Support of investigations both on and off property, Transportation of persons (as required), Traffic control adjacent to VA Property, Arresting on local and state warrants, Support and responsibilities in the event of VA facility emergencies. See attached Agreement for additional information.

**RECOMMENDED ACTION:**

Approval of a Mutual Police Assistance Agreement between the Jack C. Montgomery Veteran Affairs Medical Center/The United States Department of Veterans Affairs and the City of Muskogee. (Rex Eskridge)

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Fiscal Impact

Attachments

VA Medical Police Assistance Agreement

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**MUTUAL POLICE ASSISTANCE AGREEMENT BETWEEN THE CITY OF  
MUSKOGEE AND THE JACK C. MONTGOMERY VETERAN AFFAIRS MEDICAL  
CENTER/ THE UNITED STATES DEPARTMENT OF VETERANS AFFAIRS**

This Mutual Assistance Agreement (hereinafter "Agreement") is entered into by and between the City of Muskogee, a municipal corporation organized and existing under the laws of the State of Oklahoma (hereinafter also referred to as "City") and The Jack C. Montgomery Veteran Affairs Medical Center/Department of Veterans Affairs, (hereinafter also referred to as "VA").

WHEREAS, the Jack C. Montgomery VA Medical Center at 1011 Honor Heights Drive Muskogee, Oklahoma 74401, and two remote sites within the city limits, Jack C. Montgomery – East and Jack C. Montgomery VAMC Administrative Building, both on East Shawnee next to the Bacone College Campus, formally seek the support of the City through written agreement affirming their assistance.

WHEREAS, VA policy requires all VA Police Service entities to acquire written support from local authorities in maintenance of law and order at Veterans Affairs owned and/or operated facilities.

WHEREAS, VA Police Officers are empowered under Title 38 USC Section 901 and 902; 38 CFR 1.218(a)(b), and VA Directive 0720 to perform law enforcement functions on property in the charge and control of the Department of Veterans Affairs

WHEREAS, the primary function of VA Police Services is to provide a secure environment for patients, staff and visitors who access the facilities. This function is often completed with the aid of assistance from local law enforcement agencies.

WHEREAS, the VA is requesting the City's support if a significant event were to occur that requires additional immediate Police response, to include the following:

- Officer involved shooting.
- Support of investigations both on and off property.
- Transportation of persons (as required).
- Traffic control adjacent to VA property.
- Arresting on local or state warrants.
- Support and responsibilities in the event of VA facility emergencies.

WHEREAS, 74 Okla. Stat. § 1001 et seq. and 11 Okla. Stat. § 34-103 authorizes agreements in which each entity is securing benefits of mutual aid in the preservation of the public peace and the protection of life and property.

NOW, THEREFORE, the parties agree to the following provisions:

**Term**

1. This Agreement entered into by and between the City of Muskogee and the VA shall be

effective on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

2. On request to an authorized representative of the VA Police Department by an authorized representative of the Muskogee Police Department, upon approval by the authorized representative of the VA Police Department, law enforcement equipment and personnel of the VA Police Department will be dispatched to any location, as designated by the authorized representative of the Muskogee Police Department, within the area for which the Muskogee Police Department normally provides Police protection services.
3. On request to an authorized representative of the Muskogee Police Department, by an authorized representative of the VA Police Department, upon approval by the authorized representative of the Muskogee Police Department, law enforcement equipment and personnel of the Muskogee Police Department will be dispatched to any location, as designated by the authorized representative of the VA Police Department, within the area for which the VA Police Department normally provides Police protection services.
4. Any dispatch of equipment and personnel pursuant to the Agreement is subject to the following conditions:
  - A. The responding party's ability to provide available personnel and equipment to the requesting party.
  - B. Any request for aid hereunder shall include a minimum of a verbal statement of the amount and type of equipment and personnel requested, and shall specify the location to which the equipment and personnel are to be dispatched, the amount and type of equipment and number of personnel to be furnished shall be determined by a representative of the responding organization.
  - C. The responding organization shall report to the officer in charge of the requesting organization at the location to which the equipment was dispatched.
  - D. The responding organization shall be released by the requesting organization when the services of the responding organization are no longer required or when the responding organization is needed within the area for which it normally provides police protection, as determined by the authorized representative of the responding organization.
  - E. All equipment used by the Muskogee Police Department and VA Police Department in carrying out this Agreement will, at all times, be owned by or under the jurisdiction of the Muskogee Police Department and the VA Police Department respectively; and all personnel acting for the Muskogee Police Department and the VA Police Department under this Agreement will, at the time of such action, be an employee or reserve member of their respective Police Department. All Police Officers, fully paid or Reserve member, of their respective Police Department and the VA Police Department under this Agreement will, at the time of such action, be an employee or Reserve Officer of their respective



Police Department. All Police Officers, fully paid or Reserve, responding to the request for mutual assistance performing typical law enforcement activities, such as preserving the public peace, protecting life and property, preventing crime, serving warrants and enforcing applicable laws as assigned by the requesting agency as provided in herein shall be considered as serving in their regular line of duty as if they were serving within their home jurisdiction, subject to the same policies and procedures thereof; but said Police Officers whether fully paid or Reserve shall receive no additional compensation.

#### **Training**

5. The parties hereto agree to the extent feasibly possible to train to provide a better coordinated response to law enforcement situations where the parties will be jointly responding to learn the other party's capabilities. If joint training is determined feasible each party to this agreement is responsible for the cost of the training for their individual members including but not limited to compensation, cost of training materials, use of equipment and or the wear and tear on equipment and supplies.

#### **Termination**

6. This Agreement may be terminated at any time by either party without cause upon tendering in writing, notice of such termination thirty (30) days prior to the effective date of such termination.

#### **No Third Party Beneficiaries**

7. It is not the intent of this Mutual Assistance Agreement to create any rights in any third parties.

#### **Authorized Representative**

8. The chief law enforcement officer of each entity shall be an authorized representative of said Department and may designate such subordinates within the Department, as deemed necessary, to act as an authorized representative in the Chief's absence. Each Chief shall provide the counterpart with a list of authorized representative and phone numbers for contact purposes.

#### **Non assignable**

9. This agreement is not assignable.

#### **Amendments**

10. This Agreement may not be amended except by express written agreement of all parties hereto.

#### **Interpretation**

11. When any word in this Agreement is used in the singular number, it shall include the plural, and the plural, the singular, except where a contrary intention plainly appears. When any word in this Agreement is used in the masculine, it shall include the feminine, and feminine, the masculine, except where a contrary intention plainly appears.

**Preservation of Defenses and Right**

12. Neither party hereto waives any defenses or rights available pursuant to the Governmental Tort Claims Act at 51 O.S. § 151 et. seq., the Federal Tort Claims Act, common law, statutes, or constitutions of the United States or the State of Oklahoma by entering into this agreement.

**Whole Agreement**

13. It is mutually understood and agreed by the parties hereto that this Agreement contains all of the covenants, stipulations and provision agreed upon by said parties and no agent or other party to this Agreement has authority to alter or change the terms hereof, except as provided herein, and no party is or shall be bound by any statement or representation not in conformity herewith.

**Renewal**

14. This Agreement shall be automatically renewed under the same terms and conditions from year to year following the expiration of the initial term unless terminated pursuant to Paragraph 6 hereof.

IN WITNESS WHEREOF, the parties have signed this agreement on the year and date first above written.

CITY OF MUSKOGEE, OKLAHOMA,  
A Municipal Corporation

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

JOHN ROBERT COBURN, MAYOR

ATTEST:

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

Approved as to form and legality this 4 day of October, 2017

 \_\_\_\_\_

ROY D. TUCKER, City Attorney

DEPARTMENT OF VETERANS AFFAIRS

By:

\_\_\_\_\_  
(name and title)

ATTEST:

\_\_\_\_\_  
(name and title)

APPROVED as to form and legality this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

## Regular City Council

3.

Meeting Date: 10/23/2017

Submitted For: Rex Eskridge, Police

Initiator: Chad Farmer, Deputy  
Chief

Department: Police

Staff Information Source:

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### Information

#### AGENDA ITEM TITLE:

Approval of an Intergovernmental Cross-Deputization Agreement between the United States, The Muscogee (Creek) Nation, and Political Subdivisions of the State of Oklahoma and the City of Muskogee Police Department, or take other necessary action. (Rex Eskridge)

#### BACKGROUND:

The purpose of this Intergovernmental Cross-Deputization Agreement between the Creek Nation and the City of Muskogee Police Department is to

(1.) Provide for the cross-deputization of Officers employed by the various governmental agencies which are or shall become parties hereto; and

(2.) Authorize commissioned Officers to provide law enforcement services and make lawful arrest on or near Indian country within the geographic area of the Muscogee (Creek) Nation reservation; and

(3.) Authorize commissioned Officers to react immediately to observed violations of the law and other emergency situations regardless of whether such occurrences violate the criminal statutes of the Muscogee (Creek)

Nation, the United State, and/or the State of Oklahoma; and

(4.) Provide for efficient, effective and cooperative law enforcement efforts on or near Indian country in the geographic area of the Muscogee Nation within the State of Oklahoma; and

(5.) Eliminate the uncertainties which have caused reluctance among various law enforcement agencies to provide services on or near Indian country for fear of being subjected to tort or civil rights suits as a consequence of

the good-faith errors of Officers making arrests or quelling disturbances in Indian country; and

(6.) Provide comprehensive law enforcement protection to citizens of the State of Oklahoma and the Muscogee Nation whether they be on or off of Indian country within the geographic area of the Muscogee (Creek) Nation including but not limited to responding to observed violations of the law, effecting arrests, responding to calls for assistance, performing investigations and providing other assistance such as dispatching and detention.

See attached Agreement for further details.

#### RECOMMENDED ACTION:

Approve an Intergovernmental Cross-Deputization Agreement Between the United States, The Muscogee (Creek) Nation, and Political Subdivisions of the State of Oklahoma and the City of Muskogee Police Department. (Rex Eskridge)

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### Fiscal Impact

## Attachments

Intergovernmental Cross-Deputization Agreement

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INTERGOVERNMENTAL CROSS-DEPUTIZATION AGREEMENT  
BETWEEN THE UNITED STATES,  
THE MUSCOGEE (CREEK) NATION, AND  
POLITICAL SUBDIVISIONS OF THE  
STATE OF OKLAHOMA

RECITALS

WHEREAS, the United States Congress has authorized the Secretary of the Interior, acting through the Bureau of Indian Affairs, to enter into agreements with Indian tribes to aid in the enforcement or carrying out in Indian country the laws of either the United States and/or Indian tribe, pursuant to the Indian Law Enforcement Reform Act, 25 U.S.C. §§ 2801, *et seq.*, Public Law 101-379, 104 Stat. 473; and

WHEREAS, the Muscogee (Creek) Nation has enacted legislation authorizing the Nation to enter into cross-depulization agreements with federal, state and tribal governments pursuant to NCA 92-15 § 108; and

WHEREAS, the Legislature of the State of Oklahoma has authorized the State and its political subdivisions to enter into cooperative agreements with the State and its political subdivisions, the federal government and Indian tribal governments in accordance with the Oklahoma Inter-local Cooperation Act, 74 O.S. §§ 1221 *et seq.* (1985); and

WHEREAS, it is in the best interest of the United States of America, the Muscogee (Creek) Nation, the State of Oklahoma, and political subdivisions of the State of Oklahoma, that the parties hereto declare and agree that each government and agency under this Agreement shall fully cooperate with the other to provide efficient, effective and thorough law enforcement and crime prevention to all residents located on or near Indian lands within the Muscogee (Creek) Nation.

AGREEMENT

NOW, THEREFORE, the Muscogee (Creek) Nation, the United States Department of Interior by the through the Bureau of Indian Affairs, the City of Muskogee and any other county or municipality which subsequently becomes a party hereto, do hereby enter into this Intergovernmental Cross-depulization Agreement (hereinafter "Agreement").

Section 1. Purpose

The Purposes of Agreement are to:

- (1.) Provide for the cross-deputization of Officers employed by the various governmental agencies which are or shall become parties hereto; and
- (2.) Authorize commissioned Officers to provide law enforcement services and make lawful arrest on or near Indian country within the geographic area of the Muscogee (Creek) Nation reservation; and
- (3.) Authorize commissioned Officers to react immediately to observed violations of the law and other emergency situations regardless of whether such occurrences violate the criminal statutes of the Muscogee (Creek) Nation, the United State, and/or the State of Oklahoma; and
- (4.) Provide for efficient, effective and cooperative law enforcement efforts on or near Indian country in the geographic area of the Muscogee Nation within the State of Oklahoma; and
- (5.) Eliminate the uncertainties which have caused reluctance among various law enforcement agencies to provide services on or near Indian country for fear of being subjected to tort or civil rights suits as a consequence of the good-faith errors of Officers making arrests or quelling disturbances in Indian country; and
- (6.) Provide comprehensive law enforcement protection to citizens of the State of Oklahoma and the Muscogee Nation whether they be on or off of Indian country within the geographic area of the Muscogee (Creek) Nation including but not limited to responding to observed violations of the law, effecting arrests, responding to calls for assistance, performing investigations and providing other assistance such as dispatching and detention.

## Section 2. Definitions

- A. "Agency" wherever used herein shall mean the government, department, or political subdivision which is or subsequently becomes a party to this Agreement.
- B. "Agreement" wherever used herein shall mean this Intergovernmental Cross-depulization Agreement between the Bureau of Indian Affairs, the Muscogee (Creek) Nation, and signatory political divisions of the State of Oklahoma.
- C. "Applicant Agency" wherever used herein shall mean the agency requesting a commission of its Officers.
- D. "BIA" wherever used herein shall mean the Bureau of Indian Affairs.

- E. "Commissioning Agency" wherever used herein shall mean that the agency which is a party hereto and which issues a law enforcement commission to an Officer of an Applicant Agency.
- F. "Indian country" wherever used herein shall mean Indian country as defined by 18 U.S.C. § 1151 located within the boundaries of Muscogee (Creek) Nation as described in the Treaty of 1866, 14 Stat. 785.
- G. "Nation" wherever used herein shall refer to Muscogee (Creek) Nation.
- H. "Officer" wherever used herein shall mean law enforcement officers and criminal investigators.
- I. "State" OR "State Agency" wherever used herein shall mean Agency which is a political subdivision of the State of Oklahoma, including counties and municipalities, and may include the State of Oklahoma when and if it becomes a party to this Agreement.

### Section 3. Addition of Parties: Termination of Earlier Agreements

- A. The BIA will initially enter into this Agreement with one or more of the following:
  - (1.) The Nation; and/or
  - (2.) A State Agency as defined by Section 2 (I) of this Agreement; provide that if the Nation is not yet a party to this Agreement, the BIA will notify the Nation by certified mail, return receipt requested, of its intent to negotiate and enter into this Agreement with a State Agency and offer the Nation an opportunity to consult with the BIA as required by 25 U.S.C. § 2804 (c) during which time the Nation may offer comments concerning the proposed Agreement.
- B. By entering into this Agreement, each party to this Agreement expressly authorizes any other political subdivisions of the State of Oklahoma, including the State of Oklahoma, to become a party to this Agreement after this Agreement goes into effect. The State of Oklahoma or other political subdivisions of the State of Oklahoma may become parties to this Agreement by executing addendum forms substantially similar to those attached hereto as Exhibits A, B or C.
- C. The subsequent addition of parties to this Agreement shall not require any separate or additional approval by existing parties and signatories to this Agreement. The parties hereby agree to extend the provisions of and to be



mutually bound by this Agreement with each party to the Agreement, whether an original party or a new party.

- D. This Agreement, when effective as to a specific State Agency, shall replace and supersede any pre-existing intergovernmental cross-depulization agreement between said State Agency and the Nation, and when effective as between the BIA and Nation, shall replace and supersede any pre-existing government cross-depulization agreement between the BIA and the Nation. The parties shall take any steps necessary to formally terminate any such pre-existing agreement and to issue replacement commission of Officers commissioned under the pre-existing agreement.

#### Section 4. Term; Withdrawal; Amendments

- A. The initial term of this Agreement shall be for a period of two (2) years commencing on the Effective Date as provided in Section 15 hereof. Thereafter, this Agreement shall be automatically renewed for each party for successive one-year periods commencing on the anniversary of the Effective Date hereof unless prior to a renewal any party gives written notice to all other parties that the Agreement shall not be renewed as to the non-renewing party.
- B. Notwithstanding the foregoing, any Agency may withdraw as a party to this Agreement, with or without cause, upon giving the other parties sixty (60) days' within notice of intent to withdraw. Such notice shall be served by certified mail and shall be deemed served on the date the notice is deposited, postage prepaid, in the U.S. mail. Withdrawal from this Agreement by any Agency shall not terminate this Agreement as to Agencies which continue to be parties hereto.
- C. With the exception of the addition of Agencies to the Agreement, this Agreement shall not be amended unless such amendment is in writing and executed by each party hereto. It is expressly agreed by the parties to this Agreement without the requirement of approval by the existing parties hereto.

#### Section 5. Coordination; Supervision; Status of Parties

- A. No separate legal or administrative entity is created by this Agreement.
- B. The provisions of this Agreement shall be administered by a board comprised of the Chief of the Nation's Police Department, the District Commander of the Office of Law Enforcement Services of the BIA and the Chief Law Enforcement Officer of each State Agency which is or subsequently may become a party of this Agency.

- C. Notwithstanding any other provision in this Agreement, the respective Commissioning Agencies of the Nation, State and BIA, including their agents, employees and insurers, shall not have any authority or right whatsoever to control in any manner the day to day discharge of the duties and/or activities of the Officers of the other Agencies who have been commissioned pursuant to this Agreement except when an Officer is acting under a commission issued under the authority of the Agreement. No provision of this Agreement shall impair or affect the existing status of each Agency nor the sovereignty of each government as established under the Laws of the Muscogee (Creek) Nation, the United States, and the State of Oklahoma.

#### Section 6. Commissions

- A. Each Agency which is a party hereto may, in its discretion, issue special Law Enforcement Commissions to Law Enforcement Officers of the other Agencies which are to subsequently shall be parties hereto upon the application for such by the Applicant Agency. Such commissions issued hereunder shall be in writing and grant to the Officers the same Law Enforcement authority as that of Officers of the Commissioning Agency unless expressly limited by the terms if the commission.
- B. All Officers of the law enforcement Agencies which are or subsequently become parties of the Agreement shall not become automatically cross-deputized by virtue of the execution of this Agreement but must be commissioned on an individual basis, upon application by the Officer's employer Agency and approval of same by the Commissioning Agency.
- C. A commission granted by a Commissioning Agency to an Officer of another Agency pursuant to previously existing intergovernmental agreement authorizing the cross-deputization of Officers in effect on date of execution of this Agreement shall remain valid, unless suspended or revoked by the Commissioning Agency or unless the commission is returned to the Commissioning Agency as required by Section 7 (I) of this Agreement.

#### Section 7. Qualifications for Commission; Commission Cards; Suspension or Revocation of Commission

- A. A commission shall not be granted by the BIA or State to any Officer of an Applicant Agency unless the Officer meets all of the prerequisites for appointment as an Officer as set forth in 40 IAM and the applicable portions of

the BIA Law Enforcement Handbook, as well as any other specific requirements of the BIA, which shall include the following minimum prerequisites:

- (1.) United State citizenship, be at least 21 years of age and possess a valid driver's license;
  - (2.) A high school diploma or its equivalent;
  - (3.) The Officer has not ever been convicted of a felony; has not, within the one year period immediately preceding the issuance of the commission, been convicted of a misdemeanor offense, with the exception of minor traffic offenses; has not been convicted of a misdemeanor charge of domestic violence preventing the Officer from possessing a firearm in accordance with the Gun Control Act of 1968; and has not been the subject of a court order prohibiting him or her from possessing a firearm;
  - (4.) Within the period immediately preceding the issuance of the commission, the Officer has passed his or her department's firearms qualifications and continues to be certified semi-annually;
  - (5.) A finding that the applicant is free of any physical, emotional, or mental condition which might adversely affect his or her performance as an Officer.
  - (6.) The Officer meets State or Federal Peace Officer Standards and Training ("POST") requirements for certification as a bona fide full-time peace officer and has written proof of such certification.
- B. Upon the approval of such application by the BIA, the BIA, as the Commissioning Agency, will issue Deputy Special Officer ("DSO") commissions from the BIA to the selected Officer.
- C. A commission shall not be granted by the Muscogee (Creek) Nation unless an Officer meets with each of the six minimum prerequisites set forth in subsection A (1-6) of this section, and complies with any other specific requirements of the Muscogee (Creek) Nation.
- D. Upon the approval of such application by the Nation, the Nation, as the Commissioning Agency will issue commissions from the Nation to the selected Officers.
- E. Upon the approval of such application by the State Agency, the State Agency, as the Commissioning Agency, will issue commissions from the State Agency to the selected Officers.

- F. The Applicant Agency shall provide a National Crime Information Center background check on each Officer for whom a commission is requested in the application.
- G. The Commissioning Agency shall notify the Applicant Agency of the names of the Officers receiving commissions hereunder.
- H. Commission cards shall be issued to qualified Officers who are full-time employees of the Applicant Agency and who must agree in writing to return his or her commission card to the Commissioning Agency within ten (10) days following the occurrence of one or more of the following conditions:
  - (1.) The Officer terminates employment as a full-time Officer of the Agency for any reason; or
  - (2.) The Officer transfers to an area or jurisdiction outside of the jurisdiction area of the Nation in the case of the Nation's Officers or outside of the jurisdictional area of District 2, Law Enforcement Services, BIA, in the case of a BIA Officer, or in the case of a State Officer to an agency which is not party to this Agreement.
  - (3.) The Officer is suspended or terminated by his or her employing Agency for any reason; or
  - (4.) The Officer is indicted in state or federal court, or otherwise charged in tribal, federal or state court, with crime other than a minor traffic offense; or
  - (5.) The commission expires; or
  - (6.) This Agreement is terminated as to such Officer's Agency for any reason pursuant to Section 4 above; or
  - (7.) The commission is suspended or revoked pursuant to subsection J; or
  - (8.) If the Commissioning Agency ceases to have law enforcement powers under the law.
- I. The Commissioning Agency may at any time, with or without cause, suspend or revoke an Officer's commission for reasons solely within the Commissioning Agency's discretion. In such event:
  - (1.) The Commission Agency shall notify Officer's Agency in writing of the suspension or revocation and the reasons therefore, if any; and

- (2.) Within ten (10) days after such notification the receiving Agency shall return the commission card and any other evidence of the commission to the Commissioning Agency.
1. The Commissioning Agency shall send written notice to the Applicant Agency if a commission is denied, suspended or revoked as provided herein with a reason stated therein. The decision of the Commissioning Agency to suspend a commission whether temporarily, indefinitely, or permanently shall be final. A commission hereunder shall carry no property right; rather, commissions issued pursuant to this Agreement shall be a privilege extended at the sole discretion of the Commissioning Agency, and may be modified, suspended, revoked at any time by the Commissioning Agency, in which event neither the Officer's Agency shall have any right of review or appeal.
- K. The BIA, the Nation and the State may independently or jointly evaluate the effectiveness of the use of the special law enforcement commissions provided for herein. The BIA, Nation and State shall cooperate in the investigation of any allegation that an Officer of the Nation, BIA or State commissioned pursuant to this Agreement exceeded the authority given to the Officer by the Commission.
- L. If an Officer's Agency possesses any information bearing on the Officer's fitness or eligibility to hold a commission issued hereunder, it shall immediately notify all other Commissioning Agencies.

#### Section 8. Scope of Powers Granted

- A. Officers of the BIA and State who receive commissions from the Nation shall have authority to respond to observed violation of the Nation's Criminal Code, and upon request by Officers of the Nation, investigate offenses and enforce the criminal laws enumerated in the Nation's Criminal Code and/or other criminal laws of the Nation.
- B. Officers from the Nation and the State who receive commissions from the BIA shall have authority to perform any activity authorized under 25 U.S.C. § 2803. Such Officers shall have the authority to assist the BIA and other federal law enforcement officials in the prevention, detection, and investigation of any federal offense committed within the Nation's Indian country. Such authority shall include the following activities: conducting preliminary investigations, reporting potential crimes, apprehending alleged offenders, detaining and delivering alleged offenders to appropriate authorities, securing crime scenes, contacting appropriate authorities, assisting any federal, tribal, state, or local law enforcement agency upon request, and notifying the Criminal Investigator of the BIA and the Federal Bureau of Investigation of activities relating to the enforcement of such federal laws and regulations. Officers of any other federally recognized tribe who have

entered into cross-depulization agreement with the BIA and who have received commissions from the BIA pursuant to their agreement shall have the authority to perform all federal law enforcement activities described in this sub-section within the Nation's jurisdiction, provided the Nation has consented to the assistance of such tribal officers by way of duly enacted ordinance or tribal resolution and has notified the BIA of such consent in writing.

- C. Officers of the Nation and the BIA who receive commissions from the State shall have authority to react to observed violations of the State's criminal laws, and upon request by Officer's of a State Agency, investigate offenses and enforce the criminal laws enumerated in the Oklahoma Statutes and/or other laws of the State.
- D. The parties hereto acknowledge the applicability of Muscogee, federal and state laws in Indian country may depend on whether the suspect or victim is an Indian person and that state laws have been generally held to be inapplicable to Indians in Indian country. Furthermore, the parties agree that nothing in this Agreement shall make any law applicable to a certain person or to certain conduct where it would not otherwise be applicable. Accordingly, the purpose of this Agreement is to vest cross-deputized or commissioned Officers with authority to enforce only the applicable law(s).
- E. The Agencies which are or which subsequently become parties hereto agree to cooperate and share criminal information among themselves to the extent authorized by law.
- F. Nothing herein shall alter or convey any judicial jurisdictional, including the authority to issue warrants for arrest or search and seizure or to issue service of process. Similarly, nothing herein is intended to impair, limit or diminish that status of any Agency or the sovereignty of any government of which such Agencies are a part.

#### Section 9. Arrest Procedure and Facilities; Transportation; Medical Treatment

- A. After lawful arrest by an Officer commissioned pursuant to this Agreement, the prisoner shall be turned over to a responsible official of the United States, the BIA, the State or the Nation for purposes of detention and processing as provided by agreement. Prisoners arrested under federal authority shall be detained in a facility administrator unless otherwise provided by agreement. Prisoners arrested under federal authority shall be detained in a facility approved by the BIA for said prisoners. The Nation and any State Agency may enter into a written agreement for the detention of any Indian prisoners in custody for violation of the Nation's criminal laws.

- B. The official determination of the correct jurisdictional authority for purposes of prosecution shall be made by the United States Attorney, a Bureau of Indian Affairs Court of Indian Offenses prosecutor, a State prosecutor, and/or the Nation's Attorney General. Any necessary transfer of custody of the prisoner resulting from such determination shall be made at the earliest applicable time. All evidence and investigatory reports and products shall be turned over to the proper prosecuting authority at the earliest practicable time. The prisoner shall be taken before a judge of the appropriate jurisdiction within forty-eight hours after the time of arrest.
- C. In the event that an Indian prisoner is arrested by an Officer of a State Agency exercising his authority under a commission from the Nation of BIA and requires medical treatment, the Officers of said Agency shall have the power and authority to transport such prisoner to the nearest Indian Health Service or Muscogee (Creek) Nation health care facility to avoid any significant medical expenses.
- D. In cases of extreme emergency where it is not feasible or practicable to take the Indian prisoner to an HIS or tribal facility, the Indian prisoner may be treated at the appropriate local, federal or state health care facilities as emergency needs dictate. In such emergency cases, a sick or disabled Indian, or an individual or agency acting on behalf of the Indian, or the medical care provider shall, within 72 hours after the beginning of the treatment for the condition or after admission to a health care facility, notify the nearest HIS facility if the fact of the admission or treatment together with information necessary to determine the relative medical need for the services and the eligibility of the Indian prisoner for the services.
- E. In the event it becomes necessary to provide guard security for an Indian prisoner subject to federal or tribal court jurisdiction at a health facility or any place other than jail facilities, Officers of the BIA and the Nation shall have the power and authority to provide such service.
- F. In the event of an emergency mental or psychiatric condition arises with an Indian prisoner who has been arrested by a State Officer under a commission issued pursuant to this Agreement, the Officers of the BIA and the Nation shall have the power and authority to immediately take custody of said prisoner for appropriate action pursuant to applicable law.

#### Section 10. Orientation. Technical Assistance and Training

- A. Each party is responsible for providing to its full-time Officers a thorough orientation regarding the authority conferred by a commission issued pursuant to this Agreement.

- B. The Nation, BIA and State shall ensure that each of its Officers is qualified in the field of law enforcement and is well trained on and knowledgeable of arrest procedures, rules of evidence, crime scene search, preservation of evidence, writing reports, testifying in court and related police and detention functions.
- C. The Chief of the Nation's police department, the District Commander of the Office of Law Enforcement Services of the BIA and the chief law enforcement officer of each State Agency shall determine what other training or technical assistance is or may be required for commissioned Officers, particularly in the areas of jurisdiction and tribal, federal and state criminal laws and procedures.
- D. The BIA may provide technical assistance and assist in providing in-house training to Officers of the Nation, administrative personnel and others, depending upon the availability of resources.

#### Section 11. Property

No real or personal property is to be acquired or held under this Agreement. When personal property is loaned from one Agency to another Agency it shall be returned as soon as possible upon request of the owner-Agency.

#### Section 12. Reimbursement

Activities of the parties will be financed by the primary Agency of each of the commissioned Officers except as expressly provided herein, or pursuant to a subsequent agreement for which a particular assignment is executed.

#### Section 13. Conduct

Each Officer who is issued a commission pursuant to this Agreement shall follow the law enforcement code of conduct prescribed by the Commissioning Agency. The code will establish specific guidelines concerning conflicts of interest, employee conduct both on and off duty, impartiality and thoroughness in performance of duty, and acceptance of gifts or favors. Each Officer will acknowledge in writing that he or she has received and understand the code of conduct. The acknowledgement will remain in the file with the employing Agency as long as the Officer is employed with the Agency. Additionally, each Agency is responsible to see that training will be conducted in the code of conduct and ethics issues at least once a year in accordance with 25 CFR § 12.51 or corollary state or local requirements.



#### Section 14     Liabilities and Immunities

- A.     Officers of the Nation or State holding a commission from the BIA while performing any official act in Indian country under authority of said commission shall be afforded all protection afforded by applicable tribal, federal and state laws, and by the Indian Law Enforcement Reform Act, 25 U.S.C. § 2804, including coverage under the Federal Tort Claims Act or other applicable Federal law. Officers of the BIA or State holding a commission from the Nation while performing any official act in Indian country under authority of said commission shall be afforded all protection afforded by applicable tribal, federal and state law. Officers of the Nation or BIA holding a commission from the State while performing any official act in the State under authority of said commission shall be afforded all protections afforded by applicable tribal, federal and state laws.
- B.     It is understood and agreed that the Nation, the BIA and the State, their agents, employees and insurers (if any), do not, by virtue of this Agreement, assume any responsibility or liability for the action of Officers commissioned pursuant to this Agreement which are performed outside the scope of authority granted by the commission under which they are acting. Each Agency agrees to be responsible for any and all employer obligations to its own Officers regardless of whether the Officer is acting on behalf of his or her employer-Agency or under a commission issued to him or her by another Agency pursuant to this Agreement. By way of example, and not limitation, these employer obligations include salary, taxes, workers compensation insurance, liability insurance, disability, insurance and retirement benefits. In no event shall a Commission Agency be responsible for another Agency's obligations as an employer to its own employee Officers.
- C.     Nothing in this Agreement shall be read as waiving or limiting any defenses to claims of liability otherwise available to law enforcement Officers, including without limitation the defense of qualified immunity afforded under tribal, federal and/or state law.
- D.     Nothing in this Agreement shall be construed as a waiver of any government's sovereign immunity.

#### Section 15.     Effective Date

- A.     This Agreement shall become effective on the last date of execution, after execution by all officials set forth on the following signature pages.

- B. With respect to Agencies which become parties hereto subsequent to the Effective Date set forth above, this Agreement shall become effective as to such subsequent Agencies on the date of execution of an Addendum to this Agreement by the appropriate officials of any such Agency.

[The remainder of this page is deliberately left blank.]

SIGNATURE PAGE FOR THE MUSCOGEE (CREEK) NATION

INTERGOVERNMENTAL CROSS-DEPUTIZATION AGREEMENT BETWEEN THE  
UNITED STATES, THE MUSCOGEE (CREEK) NATION, AND POLITICAL  
SUBDIVISIONS OF THE STATE OF OKLAHOMA

Approved:

\_\_\_\_\_  
Attorney General  
Muscogee (Creek) Nation

\_\_\_\_\_  
Date

Approved:

\_\_\_\_\_  
Lighthorse Chief of Police

\_\_\_\_\_  
Date

Approved:

\_\_\_\_\_  
Chairman  
Muscogee Nation Lighthorse Commission

\_\_\_\_\_  
Date

EXHIBIT B

ADDENDUM

ADDITION OF POLITICAL SUBDIVISIONS OF THE STATE OF OKLAHOMA TO  
THE INTERGOVERNMENTAL CROSS-DEPUTIZATION AGREEMENT BETWEEN  
THE UNITED STATES, THE MUSCOGEE (CREEK) NATION AND POLITICAL  
SUBDIVISIONS OF THE STATE OF OKLAHOMA

The City of Muskogee, Oklahoma, hereby enters into and agrees to be mutually bound by the terms of the Intergovernmental Cross-Deputization Agreement Between the United States, the Muscogee (Creek) Nation, and Political Subdivisions of the of the State of Oklahoma pursuant to Section 3 of said Agreement.

Effective this 23 day of October, 2017

Approved:

\_\_\_\_\_  
Chair, City Council

City of \_\_\_\_\_

\_\_\_\_\_  
Date

Approved:

\_\_\_\_\_  
City Attorney/Judge

\_\_\_\_\_  
Date

Approved:

\_\_\_\_\_  
Chief of Police/City Marshall  
City of \_\_\_\_\_

\_\_\_\_\_  
Date

**Regular City Council****4.****Meeting Date:** 10/23/2017**Submitted For:** Roy Tucker, City Attorney**Initiator:** Leslie Arnold,  
Attorney Secretary**Department:** City Attorney**Staff Information Source:** City Attorney

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

Consider approval of Resolution No. 2707 giving notice to the Secretary of the Muskogee County Election Board and calling a City General Election for Tuesday, the 13th of February, 2018, and a Run-Off Election in the event respective candidates for the offices of Mayor and Council members do not receive a majority vote, with said Run-Off Election to be held for Tuesday, the 3rd of April, 2018; Establishing filing, withdrawal and contest periods; Closing the 45th and 40th voting precincts; and Establishing all the same pursuant to the Charter of the City of Muskogee and the revised State election laws, or take other necessary action. (Roy D. Tucker)

**BACKGROUND:**

Attached is the resolution calling for the election of Mayor and Councilmembers. While the Charter provides the Council election to be held in January, the revised election laws do not require the County Election Board to hold any municipal election that is not within a month established by state law. As a result, the election will be held in February in accordance with state law. However, all other dates such as filing, do not conflict with state law and so will be held in accordance with the City's Charter.

**RECOMMENDED ACTION:**

Approve the Resolution

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**Fiscal Impact****Attachments**

RES2707 - 2018 Election

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## **RESOLUTION 2707**

**A RESOLUTION GIVING NOTICE TO SECRETARY OF THE MUSKOGEE COUNTY ELECTION BOARD AND CALLING A CITY GENERAL ELECTION FOR TUESDAY THE 13TH OF FEBRUARY, 2018 AND A RUN OFF ELECTION IN THE EVENT RESPECTIVE CANDIDATES FOR THE OFFICES OF MAYOR AND COUNCIL MEMBERS DO NOT RECEIVE A MAJORITY VOTE, WITH SAID RUN-OFF ELECTION TO BE HELD FOR TUESDAY, THE 3<sup>RD</sup> OF APRIL, 2018; ESTABLISHING FILING, WITHDRAWAL, AND CONTEST PERIODS; CLOSING THE 45<sup>TH</sup> AND 40<sup>TH</sup> VOTING PRECINCTS; AND ESTABLISHING ALL THE SAME PURSUANT TO THE CHARTER OF THE CITY OF MUSKOGEE AND THE REVISED STATE ELECTION LAWS.**

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

### **SECTION 1. DATES OF ELECTION AND OFFICES TO BE ELECTED.**

That the Mayor of the City of Muskogee, Oklahoma, is hereby authorized to execute this resolution and cause the same to be delivered to the Secretary of the Muskogee County Election Board calling, pursuant to the provisions of the City Charter, a General Election to be held on the 13th day of February, 2018, for the purpose of electing the following offices: a Mayor to serve a 2-year term; one (1) Council member from Ward I to serve a 4-year term; one (1) Council member from Ward II to serve a 4-year term; one (1) Council member from Ward III to serve a 4-year term; and one (1) Council member from Ward IV to serve a 4-year term. In the event no candidate received a majority of the votes cast in the General Election, a Run-off Election between the two candidates receiving the greater number of votes cast in the General Election will be held on the 3<sup>rd</sup> day of April, 2018.

**SECTION 2. VOTING.** The Mayor shall be elected at large by qualified electors of the entire city. All candidates for the office of councilmember shall be elected by the qualified electors of their respective wards, under 8:06 of the City Charter.

**SECTION 3. MAYOR QUALIFICATIONS.** That any qualified elector of the City who also satisfies the requirements of registration may become a candidate for office by filing a declaration of candidacy with the City Clerk in accordance with Section 8:02 of the City Charter. The candidates must have been a resident of the City at least six (6) months preceding the filing dates and may reside in any of the four (4) Wards of the City of Muskogee, Oklahoma.

**SECTION 4. COUNCILMEMBER QUALIFICATIONS.** That any qualified elector of the City who also satisfies the requirements of registration may become a candidate for office by filing a declaration of candidacy with the City Clerk in accordance with Section 8:02 of the City Charter. The candidates must have been a resident of the City at least six (6) months

preceding the filing dates and must be a resident of the Ward said candidate seeks to represent at the time of filing.

**SECTION 5. ADJUSTED FILING PERIOD.** The filing period for Declaration of Candidacy shall begin on Monday, November 13, 2017, at 8:00 a.m. and close Wednesday, November 15, 2017 at 5:00 p.m. The hours of operation of the City Clerk to receive the filing of candidates shall be as follows: Monday, November 13, 2017, from 8:00 a.m. to 5:00 p.m., Tuesday, November 14, 2017 from 8:00 a.m. to 5:00 p.m., Wednesday, November 15, 2017 from 8:00 a.m. to 5:00 p.m.

**SECTION 6. WITHDRAWAL OF CANDIDATES.** Any candidate may withdraw by filing a written notice with the City Clerk no later than 5:00 p.m., on Friday, November 17, 2017.

**SECTION 7. CONTESTS OF CANDIDACY.** A contest of any candidate for Mayor or City Councilmember may be filed by a written petition with the City Clerk no later than 5:00 p.m. on Friday, November 17, 2017. Contests for candidacy shall be determined by the City Clerk and governed by state law.

**SECTION 8. NON PARTISAN ELECTION.** The election herein noticed is a nonpartisan election.

**SECTION 9. ORDER OF NAMES ON BALLOT.** The full names of all candidates shall be printed in alphabetical order on the official ballots without party designation of symbol, all in accordance with State law.

**SECTION 10. CONDUCT OF ELECTION.** The election(s) shall be conducted by the Muskogee County Election Board in accordance with the City Charter and state law that is not in conflict with said Charter. The official precinct returns shall be received by the Muskogee County Election Board and submitted to the Muskogee City Council.

**SECTION 11. ABSENTEE BALLOTS.** Absentee ballots shall be provided for in accordance with state law.

**SECTION 12. ELECTION OFFICIALS, HOURS OF ELECTION & POLLING PLACES.** An inspector, a Judge, and a Clerk shall serve in each precinct. The persons serving as such election officials are set forth in the attached list which is made a part hereof. The Polls for said Municipal Election shall be opened at 7:00 o'clock a.m. on Tuesday, February 13, 2018, and shall remain open continuously until and be closed at 7:00 o'clock p.m. of said Election Day. The number and location of the polling places of said Election Day are set forth on the attached list. If a Run-off Election is required, the election officials, hours and operation and polling places shall remain the same. Substitution of election officials and polling places shall occur only in accordance with state law.

**SECTION 13. PRECINCT CLOSURE.** The City of Muskogee has been notified by the Muskogee County Election Board that the 45th and 40th Precincts have no registered voters and further, that no citizens reside in the precinct; therefore those precincts are hereby closed for the election and the runoff, should one be necessary.

**SECTION 14. STATE ELECTION LAWS TO GOVERN WHERE APPLICABLE.** The election laws of the State, where applicable, and except where the same would be in conflict with the special provisions of the Charter, shall apply to all elections held in the City of Muskogee

**Contest alleging irregularities or fraud pertaining to election results shall be filed pursuant to and in accordance with state law.**

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MUSKOGEE, OKLAHOMA, THIS 23<sup>RD</sup> DAY OF OCTOBER, 2017.

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JOHN R. COBURN, MAYOR

ATTEST:

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TAMMY L. TRACY, CITY CLERK

(Seal)

APPROVED as to form and legality this 23rd day of October, 2017.

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ROY D. TUCKER, CITY ATTORNEY

***This resolution shall be filed with the Secretary of the County Election Board on October 27, 2017, and shall be published in its entirety in the Muskogee Phoenix no later than November 3, 2017.***



**POLLING PLACES** [Note: Polling places and election officials are established by the Muskogee County Election Board and are subject to change in accordance with State election laws]

**5 BETHANY PRESBYTERIAN CHURCH**

2200 Haskell Blvd.

Inspector: Janise Carter

Judge: Patricia Parks

Clerk: Angela Lynn Loflin

**7 EASTERN HEIGHTS BAPTIST CHURCH**

2401 Haskell Blvd.

Inspector: Helen Brownell

Judge: Maida Ryker

Clerk: Karen Greer

**9 CHANDLER ROAD CHURCH OF CHRIST**

3507 Chandler Rd

Inspector: Electra Lashley

Judge: Cecilia Collins

Clerk: Sena Martin

**11 SALVATION ARMY**

700 Independence

Inspector: No appointed official

Judge: No appointed official

Clerk: No appointed official

**13 YORK STREET CHRISTIAN CHURCH**

1125 South York Street

Inspector: Catherine Daniels

Judge: Louis Measurall

Clerk: Virgil Parks

**17 RAYFIELD BAPTIST CHURCH**

601 Indianapolis Avenue

Inspector: Kay Pritchett

Judge: Carolyn Catlett

Clerk: Lawrence Jamerson

**21 BOSTON AVENUE BAPTIST CHURCH**

201 South 30<sup>th</sup> Street

Inspector: Debra Mason

Judge: Harold Mason

Clerk: Delphia Webb

**22 AMERICAN LEGION**

4021 W. Broadway

Inspector: Carol A. Miller

Judge: Brenda Jean Harvey

Clerk: Vicki Conley

**23 MARTIN LUTHER KING CENTER**

627 North 3<sup>rd</sup> Street

Inspector: Margaret V. Taylor

Judge: Mary Couch

Clerk: Margaret E. Taylor

**28 24<sup>th</sup> STREET FAMILY CHURCH**

2420 North 24<sup>th</sup> Street West

Inspector: Mary Downing

Judge: Marcheta Lashley

Clerk: Kenneth Hinkle

**37 TIMOTHY BAPTIST CHURCH**

5530 West Okmulgee

Inspector: Faustina Greuel

Judge: Marilyn Gilder

Clerk: Wanda Pauline Hayes

**38 INDIAN CAPITAL VO-TECH**

2403 North 41<sup>st</sup> Street E.

Inspector: Mark Yanz

Judge: Diane Walden

Clerk: Nola I. Mason

**46 FIRST ASSEMBLY OF GOD CHURCH**

3100 Gulick St.

Inspector: Joyce Ranallo

Judge: Marilyn Brown

Clerk: Jane Hill

**47 LIFEPOINT CHURCH**

2200 South 32<sup>nd</sup> Street

Inspector: Stephen Kearney

Judge: Rita Roller

Clerk: Zayne Owen

**55 NEW HOPE ASSEMBLY OF GOD CHURCH**

110 W 58<sup>th</sup> St. South

Inspector: Howard Hill

Judge: Delores Paige

Clerk: Claude Meeks

**Regular City Council**

**5.**

Meeting Date: 10/23/2017  
Initiator: Tammy Tracy, City Clerk  
Department: City Clerk  
Staff Information Source:

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Information

AGENDA ITEM TITLE:

Approval of the appointment of E. Cedric Johnson to serve a five (5) year term on the Martin Luther King Jr. Community Center Trust Authority, beginning November 1, 2017, and ending July 31, 2022, replacing David Ragsdale, or take other necessary action. (Councilor James Gulley)

BACKGROUND:

RECOMMENDED ACTION:

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Fiscal Impact

Attachments

Cedric Johnson

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APPLICATION FOR APPOINTMENT TO A BOARD OR COMMISSION



**CITY OF MUSKOGEE  
CITY COUNCIL**

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

**Application Instructions:**

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

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

MUSKOGEE

Your Full  
Legal Name:

E. Cedric Johnson

Your

Preferred Name:

Cedric Johnson

Business Name:

Same

Home Address:

314 NO 27 St, Muskogee

Job Title/Employment Date:

Retired

City Zip:

Muskogee, OK 74401

Business Address:

NA

Ward:

1 2 3 4

Home Phone:

918-687-6816

Business Phone:

918-348-4253

Cell Phone:

918-348-4253

Fax:

NA

Home Email:

CedricJohnson@shcglobal.net

Business Email:

NA

Are you registered to vote in City of Muskogee Elections?

☒ Yes

No

Are you a citizen of the United States?

☒ Yes

No

**Personal Information:**

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

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

Grad: MTHS 1951, Northeastern State BA 1959  
Master - 1963 postgrad Tulsa University

APPLICATION FOR APPOINTMENT TO A BOARD OR COMMISSION

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

Retired  
Substitute teacher when needed.

Previous employment or experience:

Muskogee Board of Ed. 38 years  
Class room teacher, 1971 to 1997 Principal

Professional Licenses Held (if applicable):

Teaching Certificate

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

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

Muskogee County Retired Teacher Association  
Past N A A T P President

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

Army 1953 to 1955 39 AAA top soldier

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

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

None

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

APPLICATION FOR APPOINTMENT TO A BOARD OR COMMISSION

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

*Many years of Public Service.*

RELEASE OF INFORMATION

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

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

*[Signature]*  
Signature of Nominee

*Oct 11, 2017*  
Date

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

*[Signature]*  
Signature of Sponsor

*on behalf of MUKCTA Board*

**Regular City Council****6.****Meeting Date:** 10/23/2017**Submitted For:** Mike Miller, City Manager**Initiator:** Mike Miller, City Manager**Department:** City Manager**Staff Information Source:**

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

Discussion and possible approval of a proposal to change the times of City Council meetings and City Council committee meetings, or take other necessary action (Councilor Wayne Johnson).

**BACKGROUND:**

Committee meetings are typically held at 4:00 p.m. on the first and third Tuesdays of the month, with City Council meetings being held at 7:00 p.m. every second and fourth Monday of the month. After discussion in previous committee meetings, Councilor Wayne Johnson proposes moving both meetings to 5:30 p.m., to be held on the same days as they are currently held, allowing for easier access for the public as well preventing council members from having to take time out of the work day to attend these meetings. Mr. Johnson proposes the new meeting times would start with the January 2018 City Council meetings.

**RECOMMENDED ACTION:**

Discuss and consider approval of changing the start times for these meetings.

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**Fiscal Impact****Attachments**

*No file(s) attached.*

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**Regular City Council**

**7.**

**Meeting Date:** 10/23/2017

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

**Initiator:** Roy Tucker, City Attorney

**Department:** City Attorney

**Staff Information Source:**

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**Information**

**AGENDA ITEM TITLE:**

Receive presentation of plaque for Elliott Park dedication on November 2, 2017 at 5:00 p.m. (Councilor Marlon Coleman)

**BACKGROUND:**

Councilor Coleman would like to discuss the presentation of an Elliott Park plaque commemorating the park's origin.

**RECOMMENDED ACTION:**

Receive Plaque

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**Fiscal Impact**

**Attachments**

*No file(s) attached.*

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