

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

(Public Comment during Public Hearing or Agenda item comment)

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

Agenda
Public Works Committee
June 18, 2018
5:30 P.M. - City Council Chambers

1. Consider approval of Public Works Committee minutes of June 4, 2018.
2. Hold a Public Hearing and take action on the approval of Ordinance No. 4049-A rezoning the property located at 11 Beckman Drive, more particularly described in the Ordinance from "R-1" Single-Family Residential to "R-A" Agriculture Residential, and if approved, authorize Staff to revise the Official Zoning Map of the City to reflect said change, or take other necessary action. (Gary D. Garvin)

A PART OF THE NW1/4 OF THE NE1/4 OF SECTION 19, T15N, R18E, MUSKOGEE COUNTY, OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NE CORNER OF THE NW1/4 NE1/4 OF SECTION 19, T15N, R18E, MUSKOGEE COUNTY, OKLAHOMA; THENCE DUE SOUTH ALONG THE EAST BOUNDARY OF SAID NW1/4 NE1/4 A DISTANCE OF 1321.75 FEET TO A POINT; THENCE N89°48'00"W A DISTANCE OF 300.94 FEET TO THE POINT OF BEGINNING; THENCE N89°48'00"W A DISTANCE OF 362.84 FEET TO A POINT; THENCE DUE NORTH A DISTANCE OF 195.99 FEET TO A POINT; THENCE N63°34'00"E A DISTANCE OF 66.10 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 219.47 FEET A DISTANCE OF 101.43 FEET TO A POINT OF TANGENCY; THENCE S89°48'00"E A DISTANCE OF 0.00; THENCE DUE SOUTH A DISTANCE OF 40.0 FEET TO A POINT; THENCE S89°48'00"E A DISTANCE OF 195.74 FEET TO A POINT; THENCE S00°12'00"E A DISTANCE OF 0.00 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 50 FEET A DISTANCE OF 32.35 FEET TO A POINT; THENCE S36°52'10"E A DISTANCE OF 0.00 FEET TO THE POINT OF TANGENCY; THENCE DUE SOUTH A DISTANCE OF 178.75 FEET TO THE POINT OF BEGINNING.

3. Consider approval of Resolution No. 2730 directing the filing and notification of the publication of Supplement No. 18 to the Muskogee City Code of Ordinances, or take other necessary action. (Tammy L. Tracy)

4. Consider approval of Resolution No. 2731 amending Appendix A to the City of Muskogee Code of Ordinances (Wholesale Customers Water Rates), as per the attached, or take other necessary action. (Mike Stewart)
5. Consider approval of nine (9) agreements with the following wholesale water users: Rural Water District #1, Rural Water District #2, Rural Water District #5, Rural Water District #6, Rural Water District #9, Haskell Public Works Authority, Okay Public Works Authority, Porter Public Works Authority, and Taft Public Works Authority, and authorize the Mayor and City Clerk to execute the agreements, or take other necessary action. (Roy D. Tucker)
6. Consider approval of amended Council Policy 3-2-1, Classification Titles and Descriptions, or take other necessary action. (Kelly Plunkett)
7. Consider the appointment of Janey Cagle Boyston to serve a two (2) year term on the City of Muskogee Foundation Board, beginning August 1, 2018, and ending July 31, 2020, replacing Patrick Cale, or take other necessary action. (Councilor Wayne Johnson)
8. Consider the appointment of William Barnes to serve a three (3) year term on the War Memorial Trust Authority beginning July 1, 2018, and ending on August 31, 2021, or take other necessary action. (Mayor Bob Coburn)

RECOGNIZE CITIZENS WISHING TO SPEAK TO CHAIRMAN AND COMMITTEE MEMBERS.

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

Public Works Committee

1.

Meeting Date: 06/18/2018

Initiator: Tammy Tracy, City Clerk

Department: City Clerk

Staff Information Source:

Information

AGENDA ITEM TITLE:

Consider approval of Public Works Committee minutes of June 4, 2018.

BACKGROUND:

RECOMMENDED ACTION:

Fiscal Impact

Attachments

06-04-2018 pwmin

MINUTES
PUBLIC WORKS COMMITTEE
June 4, 2018

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

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

Absent: Committee Member Marlon Coleman; Committee Member Dan Hall

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

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

1. Consider approval of Public Works Committee minutes of May 21, 2018.

Motion was made by Mayor John R. Coburn, seconded by Deputy Mayor Janey Boydston to approve Public Works Committee minutes of May 21, 2018.

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

Carried - Unanimously

2. Hold a Public Hearing and take action on the approval of Ordinance No. 4048-A rezoning the property located at 100 N. York Street, more particularly described in the Ordinance, from "C-1" Local Commercial District to "C-2" General Commercial District, and if approved, authorize Staff to revise the Official Zoning Map of the City to reflect said change, or take other necessary action. (Gary D. Garvin)

Mayor Bob Coburn opened the Public Hearing.

Planning Director Gary Garvin stated the applicants, Joe and Rosemary Seabolt, are requesting to rezone the property located 100 N. York Street, from "C-1" Local Commercial District to "C-2" General Commercial District to allow a restaurant to be operated on the property. The "C-2" zone is necessary to allow a restaurant with a drive-thru to be located on the site ("C-1" allows restaurants, but not a restaurant with a drive thru).

The Comprehensive Plan/Land Use Map, adopted by the City of Muskogee, indicates Local and General Commercial along the York Street corridor. Therefore, the request to rezone to "C-2" General Commercial District complies with the Comprehensive Plan and Land Use Map.

Notices have been sent to the property owners within a 300 foot radius, as required, and published in the paper twenty (20) days prior to the Public Hearing. A Public Hearing will be held on the following dates:

June 4, 2018 at 9:00 a.m.: City of Muskogee Planning & Zoning Commission

June 4, 2018, 2017 at 5:30 p.m.: Public Works Committee

June 11, 2018 at 5:30 p.m. Muskogee City Council Meeting

Mayor Bob Coburn closed the Public Hearing.

Motion was made by Mayor John R. Coburn, seconded by Committee Member Patrick Cale to approve Ordinance No. 4048-A rezoning the property located at 100 N. York Street, more particularly described in the Ordinance, from "C-1" Local Commercial District to "C-2" General Commercial District, and if approved, authorize Staff to revise the Official Zoning Map of the City to reflect said change.

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

Carried - Unanimously

RECOGNIZE CITIZENS WISHING TO SPEAK TO CHAIRMAN AND COMMITTEE MEMBERS.

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

CHAIRMAN JAMES GULLEY
PUBLIC WORKS COMMITTEE

Public Works Committee

2.

Meeting Date: 06/18/2018

Initiator: Gary Garvin, Planning Director

Information

AGENDA ITEM TITLE:

Hold a Public Hearing and take action on the approval of Ordinance No. 4049-A rezoning the property located at 11 Beckman Drive, more particularly described in the Ordinance from "R-1" Single-Family Residential to "R-A" Agriculture Residential, and if approved, authorize Staff to revise the Official Zoning Map of the City to reflect said change, or take other necessary action. (Gary D. Garvin)

LEGAL DESCRIPTION:

A PART OF THE NW1/4 OF THE NE1/4 OF SECTION 19, T15N, R18E, MUSKOGEE COUNTY, OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NE CORNER OF THE NW1/4 NE1/4 OF SECTION 19, T15N, R18E, MUSKOGEE COUNTY, OKLAHOMA; THENCE DUE SOUTH ALONG THE EAST BOUNDARY OF SAID NW1/4 NE1/4 A DISTANCE OF 1321.75 FEET TO A POINT; THENCE N89°48'00"W A DISTANCE OF 300.94 FEET TO THE POINT OF BEGINNING; THENCE N89°48'00"W A DISTANCE OF 362.84 FEET TO A POINT; THENCE DUE NORTH A DISTANCE OF 195.99 FEET TO A POINT; THENCE N63°34'00"E A DISTANCE OF 66.10 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 219.47 FEET A DISTANCE OF 101.43 FEET TO A POINT OF TANGENCY; THENCE S89°48'00"E A DISTANCE OF 0.00; THENCE DUE SOUTH A DISTANCE OF 40.0 FEET TO A POINT; THENCE S89°48'00"E A DISTANCE OF 195.74 FEET TO A POINT; THENCE S00°12'00"E A DISTANCE OF 0.00 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 50 FEET A DISTANCE OF 32.35 FEET TO A POINT; THENCE S36°52'10"E A DISTANCE OF 0.00 FEET TO THE POINT OF TANGENCY; THENCE DUE SOUTH A DISTANCE OF 178.75 FEET TO THE POINT OF BEGINNING.

BACKGROUND:

The applicants, James and Chelsi Wallingford, are requesting to rezone the property located at 11 Beckman Drive from "R-1" Single-Family Residential to "R-A" Agriculture Residential to allow a garden, large shop and livestock on the property.

The Comprehensive Plan/Land Use Map, adopted by the City of Muskogee, indicates residential within this area. Therefore, the request to rezone to "R-A" Agriculture Residential complies with the Comprehensive Plan and Land Use Map.

Notices have been sent to the property owners within 300 foot radius, as required, and published in the paper twenty (20) days prior to the Public Hearing. A Public Hearing will be held on the following days:

June 18, 2018 at 9:00 a.m.: City of Muskogee Planning & Zoning Commission

June 18, 2018, 2017 at 5:30 p.m.: Public Works Committee

June 25, 2018 at 5:30 p.m. Muskogee City Council Meeting

RECOMMENDED STAFF ACTION:

Approve the Ordinance rezoning the property from "R-1" Single-Family Residential to "R-A" Agriculture Residential, and authorize staff to revise the Official Zoning Map of the City to reflect said change.

Fiscal Impact

Attachments

Ord 4049-A Rezoning
Site Plan/Notice - Wallingford

ORDINANCE NO. 4049-A

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF MUSKOGEE AS PROVIDED BY CHAPTER 90, SECTION 01-03, OF THE MUSKOGEE CITY CODE, SEPTEMBER 2014, BY RE-ZONING PROPERTY LOCATED AT 11 BECKMAN DRIVE, CITY OF MUSKOGEE, LOCATED IN THE NORTHEAST QUARTER (NE1/4) OF SECTION 19, TOWNSHIP 15 NORTH, RANGE 18 EAST, MUSKOGEE COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE OFFICIAL PLAT THEROF, MUSKOGEE COUNTY, OKLAHOMA, CONTAINING 1.79 ACRES MORE OR LESS, AND PROVIDING FOR SEVERABILITY. THE PROPERTY IS MORE PARTICULARLY DESCRIBED AS:

A PART OF THE NW1/4 OF THE NE1/4 OF SECTION 19, T15N, R18E, MUSKOGEE COUNTY, OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NE CORNER OF THE NW1/4 NE1/4 OF SECTION 19, T15N, R18E, MUSKOGEE COUNTY, OKLAHOMA; THENCE DUE SOUTH ALONG THE EAST BOUNDARY OF SAID NW1/4 NE1/4 A DISTANCE OF 1321.75 FEET TO A POINT; THENCE N89°48'00"W A DISTANCE OF 300.94 FEET TO THE POINT OF BEGINNING; THENCE N89°48'00"W A DISTANCE OF 362.84 FEET TO A POINT; THENCE DUE NORTH A DISTANCE OF 195.99 FEET TO A POINT; THENCE N63°34'00"E A DISTANCE OF 66.10 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 219.47 FEET A DISTANCE OF 101.43 FEET TO A POINT OF TANGENCY; THENCE S89°48'00"E A DISTANCE OF 0.00; THENCE DUE SOUTH A DISTANCE OF 40.0 FEET TO A POINT; THENCE S89°48'00"E A DISTANCE OF 195.74 FEET TO A POINT; THENCE S00°12'00"E A DISTANCE OF 0.00 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 50 FEET A DISTANCE OF 32.35 FEET TO A POINT; THENCE S36°52'10"E A DISTANCE OF 0.00 FEET TO THE POINT OF TANGENCY; THENCE DUE SOUTH A DISTANCE OF 178.75 FEET TO THE POINT OF BEGINNING.

(James and Chelsi Wallingford, Applicant)

FROM "R-1" SINGLE-FAMILY RESIDENTIAL DISTRICT

TO

"R-A" RESIDENTIAL AGRICULTURE DISTRICT

WHEREAS, the City of Muskogee Planning and Zoning Commission, in a meeting held JUNE 18, 2018, did recommend the approval of the rezoning of the property set out above in the title of the Ordinance, and did authorize the director of the Commission to advise the Council of the City of Muskogee of this recommendation,

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

Section 1

THAT, the official zoning map of the City of Muskogee as provided by Chapter 90, Section 01-03, of the Muskogee City Code, September 2014, is hereby amended by changing the District Classification by rezoning; A PART OF THE NW1/4 OF THE NE1/4 OF SECTION 19, T15N, R18E, MUSKOGEE COUNTY, OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NE CORNER OF THE NW1/4 NE1/4 OF SECTION 19, T15N, R18E, MUSKOGEE COUNTY, OKLAHOMA; THENCE DUE SOUTH ALONG THE EAST BOUNDARY OF SAID NW1/4 NE1/4 A DISTANCE OF 1321.75 FEET TO A POINT; THENCE N89°48'00"W A DISTANCE OF 300.94 FEET TO THE POINT OF BEGINNING; THENCE N89°48'00"W A DISTANCE OF 362.84 FEET TO A POINT; THENCE DUE NORTH A DISTANCE OF 195.99 FEET TO A POINT; THENCE N63°34'00"E A DISTANCE OF 66.10 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 219.47 FEET A DISTANCE OF 101.43 FEET TO A POINT OF TANGENCY; THENCE S89°48'00"E A DISTANCE OF 0.00; THENCE DUE SOUTH A DISTANCE OF 40.0 FEET TO A POINT; THENCE S89°48'00"E A DISTANCE OF 195.74 FEET TO A POINT; THENCE S00°12'00"E A DISTANCE OF 0.00 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 50 FEET A DISTANCE OF 32.35 FEET TO A POINT; THENCE S36°52'10"E A DISTANCE OF 0.00 FEET TO THE POINT OF TANGENCY; THENCE DUE SOUTH A DISTANCE OF 178.75 FEET TO THE POINT OF BEGINNING., MUSKOGEE COUNTY, STATE OF OKLAHOMA FROM "R-1" SINGLE-FAMILY RESIDENTIAL DISTRICT TO "R-A" RESIDENTIAL AGRICULTURE DISTRICT.

AND that this change be so ordered and declared by the City Council.

Section 2

THAT, the City Clerk is authorized and directed to show such change on the zoning map record.

Section 3

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

Section 4

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY
OF MUSKOGEE, OKLAHOMA, THIS 25TH DAY OF JUNE 2018.

JOHN R. COBURN, MAYOR

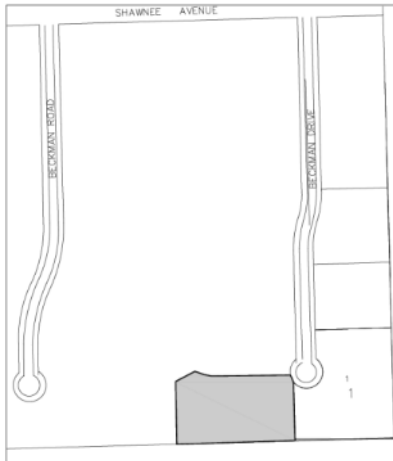
ATTEST:

TAMMY L. TRACY, CITY CLERK
(SEAL)

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

ROY D. TUCKER, CITY ATTORNEY

Public Hearing Notice



Proposal: To rezone property located at 11 Beckman Drive, from “R-1” Single-Family Residential District to “R-A” Agriculture Residential District. The property is more particularly described as:

A part of the NW1/4 of the NE1/4 of Section 19, T15N, R18E, Muskogee County, Oklahoma, more particularly described as follows: Commencing at the NE corner of the NW1/4 NE1/4 of Section 19, T15N, R18E, Muskogee County, Oklahoma; thence due South along the East boundary of said NW1/4 NE1/4 a distance of 1321.75 feet to a point; thence N89°48'00"W a distance of 300.94 feet to the Point of Beginning; thence N89°48'00"W a distance of 362.84 feet to a point; thence due North a distance of 195.99 feet to a point; thence N63°34'00"E a distance of 66.10 feet to a point of curvature; thence along a curve to the Right having a radius of 219.47 feet a distance of 101.43 feet to a point of tangency; thence S89°48'00"E a distance of 0.00; thence due South a distance of 40.0 feet to a point; thence S89°48'00"E a distance of 195.74 feet to a point; thence S00°12'00"E a distance of 0.00 feet to a point of curvature; thence along a curve to the left having a radius of 50 feet a distance of 32.35 feet to a point; thence S36°52'10"E a distance of 0.00 feet to the point of tangency; thence due South a distance of 178.75 feet to the Point of Beginning.

Applicant: James and Chelsi Wallingford

This notice is provided to property owners within 300 feet of the above site to inform them of the following public hearings regarding the above proposal:

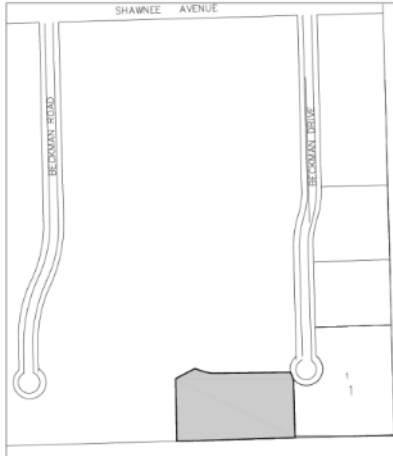
June 18, 2018 at 9:00 a.m.: City of Muskogee Planning & Zoning Commission

June 18, 2018 at 5:30 p.m.: City of Muskogee Public Works Committee

June 25, 2018 at 5:30 p.m.: City Council

All of the public hearings will be held in the Council Chambers, 3rd Floor of the City Municipal Building, 3rd Street and Okmulgee, Muskogee, Oklahoma. The purpose of the public hearing is to discuss the above proposal. You are welcome to attend the meeting and express your opinion. If you have questions about the proposal, or need additional information prior to the public

hearing, please contact the Planning Department at 918.684-6232.



(James and Chelsi Wallingford, Applicant)

PUBLIC NOTICE

Notice is hereby given that on June 18, 2018, at 9:00 a.m., in the Council Chambers of the Municipal Building, Muskogee, Oklahoma, a public hearing will be conducted by the City of Muskogee Planning & Zoning Commission, on June 18, 2018, at 5:30 p.m., by the Public Works Committee, and on June 25, 2018, at 5:30 p.m., by the City Council to consider an application to rezone property located at 11 Beckman Drive, from “R-1” *Single-Family Residential* District to “R-A” Residential Agriculture District. The property is more particularly described as:

A part of the NW1/4 of the NE1/4 of Section 19, T15N, R18E, Muskogee County, Oklahoma, more particularly described as follows: Commencing at the NE corner of the NW1/4 NE1/4 of Section 19, T15N, R18E, Muskogee County, Oklahoma; thence due South along the East boundary of said NW1/4 NE1/4 a distance of 1321.75 feet to a point; thence N89°48'00"W a distance of 300.94 feet to the Point of Beginning; thence N89°48'00"W a distance of 362.84 feet to a point; thence due North a distance of 195.99 feet to a point; thence N63°34'00"E a distance of 66.10 feet to a point of curvature; thence along a curve to the Right having a radius of 219.47 feet a distance of 101.43 feet to a point of tangency; thence S89°48'00"E a distance of 0.00; thence due South a distance of 40.0 feet to a point; thence S89°48'00"E a distance of 195.74 feet to a point; thence S00°12'00"E a distance of 0.00 feet to a point of curvature; thence along a curve to the left having a radius of 50 feet a distance of 32.35 feet to a point; thence S36°52'10"E a distance of 0.00 feet to the point of tangency; thence due South a distance of 178.75 feet to the Point of Beginning.

And for taking any other actions as authorized by law, of which all interested persons will take notice.

Mark Luttrull, Chairman
City of Muskogee Planning & Zoning Commission

Public Works Committee

3.

Meeting Date: 06/18/2018

Submitted For: Tammy Tracy, City Clerk

Initiator: Tammy Tracy, City Clerk

Department: City Clerk

Staff Information Source:

Information

AGENDA ITEM TITLE:

Consider approval of Resolution No. 2730 directing the filing and notification of the publication of Supplement No. 18 to the Muskogee City Code of Ordinances, or take other necessary action. (Tammy L. Tracy)

BACKGROUND:

This is Supplement No. 18 for the Muskogee City Code of Ordinances.

RECOMMENDED ACTION:

Recommend approval.

Fiscal Impact

Attachments

RES #2730

RESOLUTION NO. 2730

**A RESOLUTION DIRECTING FILING AND
NOTIFICATION OF THE PUBLICATION OF
SUPPLEMENT NO. 18 TO THE MUSKOGEE CITY
CODE**

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

WHEREAS, the City of Muskogee has prepared a Supplement No.18 to the Code containing a revised index to ordinances passed through November 27, 2017;

WHEREAS, the City is required to adopt a resolution notifying the public of the publication of its code pursuant to Section 14-110 of Title 11 of the Oklahoma Statutes and to file a copy of the resolution in the office of the County Clerk;

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

THAT the public is hereby notified of the publication of Supplement No. 18 to the Muskogee Code of Ordinances and that copies of the Code are available for review in the Office of the City Clerk; and

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

THAT the City Clerk shall cause one copy of this resolution and one copy of Supplement No. 18 to the Code to be filed with the Law Library of Muskogee County; and

THAT the City Clerk shall keep at least one (1) copy of Supplement No.18 to the Code of Ordinances in the office of the City Clerk for public use, inspection and examination.

ADOPTED this _____ day of June 2018 by the City Council of the City of Muskogee.

JOHN ROBERT COBURN MAYOR

ATTEST:

TAMMY L. TRACY, CITY CLERK

(SEAL)

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

Roy D. Tucker, City Attorney

Public Works Committee

4.

Meeting Date: 06/18/2018
Submitted For: Mike Stewart, Assistant City Manager
Initiator: Robin Orman, Office Administrator
Department: Assistant City Manager
Staff Information Source:

Information

AGENDA ITEM TITLE:

Consider approval of Resolution No. 2731 amending Appendix A to the City of Muskogee Code of Ordinances (Wholesale Customers Water Rates), as per the attached, or take other necessary action. (Mike Stewart)

BACKGROUND:

The service area of the Wholesale Customer shall be located entirely outside the City limits of the City of Muskogee. Each Wholesale Customer shall enter into a contract with the City. The contract shall be reviewed annually. At its sole option, the City Council shall determine if the contract is to be extended. Wholesale Customer is defined as a municipality as defined by Article 18 of the Oklahoma Constitution and Title 11 of the Oklahoma Statutes, a rural water district as defined in Title 82, Oklahoma Statutes, or a private water utility whose rates are regulated by the Oklahoma Corporation Commission or a private water corporation.

RECOMMENDED ACTION:

Approve proposed Resolution amendment.

Fiscal Impact

Attachments

Rural Water Rates
2731 RES

1

1

RESOLUTION NO. 2731

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

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

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

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

WHEREAS, the rate charged for wholesale water is currently not included in Appendix A of the City of Muskogee Code of Ordinances; and

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

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

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

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

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

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

ADOPTED this ____ day of _____, 2018 by the City Council of the City of Muskogee.

JOHN R. COBURN, MAYOR

ATTEST:

TAMMY L. TRACY, CITY CLERK

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

Roy D. Tucker, City Attorney

APPENDIX A – SCHEDULE OF FEES AND CHARGES

WATER SERVICE CHARGES

RATES GENERALLY

Code Section
82-71 (b)

Wholesale Customer:

The service area of the wholesale customer shall be located entirely outside the city limits of the City of Muskogee. Each wholesale customer shall enter into a contract with the city. ~~the~~The contract shall be reviewed ~~bi~~-annually. At its sole option, the city council shall determine if the contract is to be extended. Wholesale customer is defined as a municipality as defined by Article 18 of the Oklahoma Constitution and Title 11 of the Oklahoma Statutes, a rural water district as defined in Title 82 , Oklahoma Statutes, or a private water utility whose rates are regulated by the Oklahoma Corporation Commission or a private water corporation.

Rate for wholesale water

100 cubic feet

\$1.69

Excess Usage Rate. Wholesale customer will pay to the City two times the amount of the "BASE RATE" (2 x base rate) per 100 cubic feet of water usage over the maximum/month usage specified in the agreement.

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

Information**AGENDA ITEM TITLE:**

Consider approval of nine (9) agreements with the following wholesale water users: Rural Water District #1, Rural Water District #2, Rural Water District #5, Rural Water District #6, Rural Water District #9, Haskell Public Works Authority, Okay Public Works Authority, Porter Public Works Authority, and Taft Public Works Authority, and authorize the Mayor and City Clerk to execute the agreements, or take other necessary action. (Roy D. Tucker)

BACKGROUND:

The City and the Water Districts have finalized agreements to continue the sale of treated water. There is no change to the water usage between these agreements and what our records show. These agreements have the Water District's approval. It also covers the City's ability to provide water and the requirements should there be an inability to serve and it allows for rate adjustment and caps the amount of water that may be sold to each District without the Town incurring additional charges. The term of the agreements are based on the City's fiscal year and it automatically extends one additional year. It may be terminated by either party with 180 days notice. The city reserves the right to adjust the contracts the actual cost of supplying the water is higher than the amount in the contracts.

Allocations per month:

Porter PWA	8020 units
RWD #5	21,288 units
Haskell PWA	26,070 units
RWD #2	6,684 units
Okay PWA	3,342 units
RWD #6	18,012.80 units
Taft PWA	2,674 units
RWD #9	3,200 units
RWD #1	10,694 units

RECOMMENDED ACTION:

Approve the agreements with the following: Rural Water District #1, Rural Water District #2, Rural Water District #5, Rural Water District #6, Rural Water District #9, Haskell Public Works Authority, Okay Public Works Authority, Porter Public Works Authority, and Taft Public Works Authority, for the sale of treated water and authorize the Mayor and City Clerk to execute the agreements.

Fiscal Impact

Attachments

RWD #1 Agreement

RDW #2 Agreement

RWD #5 Agreement

RWD #6 Agreement

RWD #9 Agreement

Haskell PWA Agreement

Okay PWA Agreement

Porter PWA Agreement

Taft PWA Agreement

WATER PURCHASE AGREEMENT

THIS AGREEMENT made and entered into this ___ day of____, 2018, by and between the City of Muskogee, Oklahoma, a municipal corporation, hereinafter called the "SELLER," and Muskogee Rural Water District #1 hereinafter called "BUYER", for the sale of treated water to the BUYER from the SELLER'S water supply system. The terms and conditions of this agreement supersede and replace any all prior agreements between the parties. This Agreement is in accordance with the provisions of 11 O.S. 2001, Section 22-104 and the Charter of SELLER.

WHEREAS, SELLER owns, operates and maintains a municipal water system and currently produces treated water surplus to the needs of the SELLER and its inhabitants; and

WHEREAS, the BUYER is currently purchasing buy treated water from the SELLER for resale to its current and future members and the current agreement does not allow for sufficient growth of BUYER'S system; and

WHEREAS, the SELLER is willing to sell treated water to the BUYER for the limited purpose of such resale to BUYER'S members; and

WHEREAS, SELLER has treated water and possesses authority to sell the same outside the corporate limits as provided in 11 O.S., Section 22-104 and the Charter of the SELLER; and

WHEREAS, the SELLER'S entire water supply and delivery system is an important factor in SELLER'S ability to supply treated water to BUYER; and

WHEREAS, the SELLER'S entire water supply and delivery system is an important factor in SELLER'S ability to promote economic development for its citizens;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties hereto, it is mutually agreed by and between the SELLER and BUYER as follows:

1. CONDITIONS OF SALE

SELLER will sell and BUYER will buy treated water from SELLER's water supply system in accordance with the terms and provisions of this Agreement and the Muskogee City Code, as now in existence or as hereafter amended. When the phrase Muskogee City Code is used in this agreement it shall include "as now in existence or as hereafter amended" without repeating it each time.

2. MONTHLY SUPPLY/OVERAGE

The maximum monthly supply of water furnished shall meet the reasonable requirements of BUYER which is as follows:

In Gallons per Month/Cubic Feet per Month/Units per Month

<u>Maximum/Month</u>	
7,999,668	gallons
1,069,400	cubic feet
10,694	units

Any amount used in excess of the amount shown in the column Maximum/Month in "units" will be considered as usage in excess of the BUYER'S allocation and will be billed at the established rate for excess usage set out in Section 5 of this agreement.

3. USAGE

The water purchased by the BUYER will be used exclusively for agricultural (watering of stock and not for irrigation other than a domestic garden), domestic residential and for those commercial customers being served by SELLER the effective date of this agreement. The use of such water shall be restricted similarly to the use of water within the corporate limits of the City of Muskogee in the following zoning districts; single family residential district (B), urban estate residential district (B-1A), offices and personal services district (E), local commercial district (E-1) and agricultural district (A) except that the uses described in Section 90-805 (4) a and b shall not be permitted. The above zoning district references are found in Chapter 90 of the Muskogee City Code, and the conditions shall be in effect during the term of this contract or any extensions thereof.

4. TEMPORARY RESTRICTIONS

The SELLER shall take such action as is reasonably necessary to furnish BUYER treated water. As set out in Section 82-206 of the Muskogee City Code the quantity of water is not and cannot be guaranteed. Temporary or partial failure to deliver water shall be remedied as soon as reasonably possible.

In the event of an extended shortage of water, whether caused by equipment failure or an inadequate supply of raw (untreated) water, the water supplied to BUYER shall be reduced or diminished in the same proportion as the supply to the SELLER'S other customers located outside of SELLER'S city limits, unless the cause is a failure of the water main serving BUYER. If such an event is isolated to the SELLER'S ability to supply only the BUYER, SELLER shall take such actions as are reasonably necessary to remedy the cause of such shortage unless the failure is on BUYER'S side of the master meter in which event the repairs to said line are the responsibility of the BUYER.

In the event the SELLER announces emergency water rationing and a water use restriction policy for SELLER'S other customers outside the SELLER'S city limits the same restrictions shall apply to BUYER. The BUYER shall enforce the rationing and use restriction rules among its customers. NONCOMPLIANCE by the BUYER of this provision constitutes cause for SELLER to suspend or reduce delivery of water to BUYER. REPEATED violation of this provision shall be cause for SELLER to immediately terminate this agreement without notice.

5. TERMS OF SALE

A. BASE RATE. BUYER will pay to SELLER an amount for all treated water furnished by SELLER delivered by SELLER to BUYER'S connections (point of delivery) at the rate set out in appendix A of the Muskogee City Code.

B. EXCESS USAGE RATE. BUYER will pay to SELLER two times the amount of the "BASE RATE" (2 x base rate) per one hundred cubic feet of water usage over the MAXIMUM/MONTH usage which is 7,999,668 gallons or converted to units 10,694 units.

C. The SELLER at its sole discretion may adjust its rates at the same time that it adjusts its rates for its other customers located outside the city limits of SELLER. SELLER shall provide BUYER with a minimum of thirty (30) days notice before the effective date of the rate adjustment.

6. EASEMENTS AND RIGHT-OF-WAY

Prior to the effective date of this agreement BUYER and SELLER had in force and effect one or more agreements for the sale of potable water to BUYER. If additional connections to SELLER'S system are desired by BUYER, BUYER, at its own cost and expense, shall construct any necessary water line from SELLER'S system to SELLER'S city limits and said water line shall be constructed in accordance with Muskogee City Code. If an additional meter is required it shall be placed as set out in City Council Policy 8-1 at the SELLER'S City Limits. The BUYER shall pay SELLER all required tapping fees as required by the Muskogee City Code. If additional right-of-way or easements are required BUYER will, at BUYER'S expense, obtain and file of record, all additional right-of-way or easements. If said right-of-way or easements are located within the city limits of SELLER, BUYER shall dedicate such right-of-way or easements to the SELLER.

7. METERS AND METERING

Water delivered to the BUYER shall be metered in accordance with the provisions of the Muskogee City Code. BUYER shall install and maintain an approved preventive backflow device to eliminate any possibility of the BUYER'S system contaminating the SELLER'S water supply system. The tap, meter box, and backflow device shall be installed, at the BUYER'S expense, by a qualified plumber, licensed in the State of

Oklahoma, in accordance with the Muskogee City Code and inspected by the SELLER. The BUYER shall pay applicable charges for the water meter to the SELLER in accordance with the Muskogee City Code and said meter will be installed by the SELLER. The meter(s) shall be the property of the SELLER.

SELLER makes no representation to the satisfactory pressure and flow at the point of connection.

The meter(s) shall be read by the SELLER on a monthly basis. The SELLER shall submit a written statement of the monthly water charges to the BUYER. In the event a meter becomes defective or inoperable, a reasonable estimate of the water consumed will be made by SELLER. The estimated amount of water furnished, during the billing period during which the meter fails to register, will be deemed to be the greater of the amount of water delivered in the previous month or the corresponding month of the previous year. A statement based on this estimate will be accepted and paid by the BUYER.

8. PAYMENT

SELLER will bill the BUYER on or about the first business day of each month. The bill will set out the amount of water delivered to BUYER during the preceding billing period and the amount owed by the BUYER for that billing period. The Buyer shall pay the bill no later than the due date. Late payments shall bear an interest rate of ten percent (10%) per annum.

SELLER reserves the right to suspend or to terminate the delivery of water for nonpayment on the same terms that the SELLER applies to other customers. The suspension of water service shall be effective until BUYER pays all charges, interest, penalties and fees. Repeated failure of BUYER to pay the bill within the applicable time limit shall be cause to terminate the agreement.

9. CUSTOMERS AND SERVICE TERRITORY

BUYER agrees that BUYER shall not permit any other person or entity to connect to or obtain any water from the water system covered under this Agreement except BUYER'S customer members, see paragraph 3 above for restrictions. BUYER agrees not to sell any treated water to any bulk water user, town, city, private water association or water district. Violation of this provision shall cause the SELLER to immediately terminate the sale of water to BUYER without notice, and SELLER shall prepare statement for water used, and payment shall be made in compliance with Section 8, above. BUYER'S service territory is that territory approved by the Muskogee County Commissioners, the existing territory of Muskogee County Rural Water District # 10 as Shown on Exhibit A, attached hereto.

BUYER agrees that it will not serve or assert any exclusive right to serve any customer or territory, other than new customers of BUYER within the territory described in the above paragraph. If the Buyer does not have the present ability to serve all water

service needs of any new customer, including water requirements for fire protection and fire suppression and any reasonably anticipated future water service needs of its current water customers and territory Buyer shall negotiate the service of the new customer with the Seller which may include allowing the Seller to serve the new customer within the Buyer's territory. As used herein "present ability to serve" means that BUYER'S distribution system is in place and BUYER has sufficient water both by volume and pressure to provide the needs of the new customer which may include fire suppression requirements meeting the minimum standards of the Oklahoma Department of Environmental Quality.

BUYER agrees that it will not sell water, from whatever source obtained, to additional residential users, new or existing subdivisions, mobile home courts, other similar high-density developments, commercial or industrial users that are not located within BUYER'S approved service area as shown on exhibit A attached hereto and in existence at the time of executing this agreement.

BUYER agrees not to annex into its district territory any part of an area bounded by an area extending two (2) miles beyond the existing corporate limits of the SELLER except those areas currently within Buyers district territory .

10. ASSIGNMENT

The rights and privileges granted by the terms of this Agreement are not assignable by either party. In the event of any occurrence rendering the BUYER incapable of performing under this agreement any successor to BUYER shall be required to enter into a new agreement with SELLER within ninety days (90) of assuming SELLER'S customer members.

11. TERM

The term of this agreement is for the period from the date of execution through midnight June 30, 2019. This agreement will automatically be extended for additional one (1) year terms under the same identical terms and conditions as are set out herein. Any additional one year term will commence on a July 1st and end on a June 30th of the next calendar year unless either party gives written notice to the other one hundred eighty days (180) prior to the contracts next expiration date that the agreement will not be renewed.

12. TERMINATION

This Agreement shall terminate on the occurrence of any of the following:

- a. giving of the notice as provided in Section 11 above.
- b. the BUYER'S default in the payment of all or any amount billed by the SELLER for more than thirty (30) days or as provided in Section 8 above.
- c. the insolvency, assignment for the benefit of creditors or the filing of a petition in bankruptcy by or against BUYER.

- d. BUYERS default in the performance of any provision of this agreement where BUYER has been given notice and has not corrected the default within 10 business days.
- e. A change in state or federal law (including regulations) that alters the terms of this agreement or that changes the rights or obligations of the parties.
- f. as elsewhere set out in this agreement.
- g. SELLER's City Council declares by a duly adopted resolution that the water being furnished under this Agreement is required by SELLER for its own use and the use of its inhabitants. The determination by the City Council of the SELLER shall be final and is not subject to appeal.

13. RULES AND REGULATIONS

All improvements constructed by BUYER in the furtherance of this agreement shall conform to all applicable provisions of the Muskogee City Code, state statute and federal law.

14. TENANCIES

In the event that water service from the SELLER is terminated by either party, the BUYER agrees and covenants that it will release and discharge each, every and all tenancies or other right to use the property of the SELLER that may be granted to the BUYER to accomplish the purposes of this Agreement and will execute such written releases as may be required by the SELLER.

15. NO PROPERTY RIGHTS.

It is expressly understood and agreed by the parties that no provision of this Agreement is to be construed to grant to BUYER any property rights of any nature or kind whatsoever and particularly in SELLER'S water system or the waters stored therein.

16. NO THIRD PARTY BENEFICIARIES

This Agreement is solely between and for the benefit of the executing parties. No provision of this Agreement shall be construed to create third party beneficiaries or to create or establish rights or warranties expressly, implicitly or otherwise in favor of any individuals including but not limited to the customer members of the BUYER.

17. INDEMNITY

BUYER agrees to indemnify, defend and hold harmless the SELLER and any and all of its officers, employees and agents and representatives from any claims, obligations and liabilities resulting from the construction, maintenance, operation and existence of the taps, meter pits and meters, valves, necessary water lines, and any other improvement deemed necessary by the parties to carry out this agreement.

BUYER agrees to indemnify, defend and hold harmless the SELLER and any and all of its officers, employees, agents and representatives from any claims, suits, lawsuits, damages or injuries or any type brought by BUYER'S customers or members due to the inability of SELLER to supply water or water pressure.

Either party shall give the other party prompt and timely notice of any claim made arising out of this Agreement or the activities contemplated herein which in anyway, directly or indirectly, contingently or otherwise affects or might affect the other.

18. NOTICES

Notices shall be sent by first-class United States Mail postage prepaid, signed by the party giving such notice and addressed as follows:

To the SELLER City Manager
 City of Muskogee
 229 West Okmulgee
 Muskogee, OK 74401

To the BUYER Muskogee County Rural Water District #1
 P.O. Box 156
 Oktaha, OK 74450

19. AMENDMENT

No provision of this Agreement may be amended, waived or otherwise modified without the prior written consent of each party.

20. SURVIVAL

All promises, covenants, agreements, representations and warranties contained herein shall survive the execution and delivery and the subsequent termination of this Agreement and the transactions contemplated herein.

21. ENTIRE UNDERSTANDING

The Agreement contains the full, entire and integrated agreement, promises and understanding between the parties with respect to the covenants, promises and terms contained herein. No representations, warranties, provisions, covenants, agreements or understandings, whether written or oral and not contained herein or referred to shall be of any force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of _____, 2018.

THE CITY OF MUSKOGEE, OKLAHOMA
A municipal corporation,

JOHN R. COBURN, MAYOR

ATTEST:

TAMMY L. TRACY, CITY CLERK

APPROVED as to form and legality for the City of Muskogee this ____ day of _____, 2018.

ROY D. TUCKER, City Attorney

Muskogee County Rural Water District #1

CHAIRMAN

SECRETARY

WATER PURCHASE AGREEMENT

THIS AGREEMENT made and entered into this ___ day of____, 2018, by and between the City of Muskogee, Oklahoma, a municipal corporation, hereinafter called the "SELLER," and Muskogee Rural Water District #1 hereinafter called "BUYER", for the sale of treated water to the BUYER from the SELLER'S water supply system. The terms and conditions of this agreement supersede and replace any all prior agreements between the parties. This Agreement is in accordance with the provisions of 11 O.S. 2001, Section 22-104 and the Charter of SELLER.

WHEREAS, SELLER owns, operates and maintains a municipal water system and currently produces treated water surplus to the needs of the SELLER and its inhabitants; and

WHEREAS, the BUYER is currently purchasing buy treated water from the SELLER for resale to its current and future members and the current agreement does not allow for sufficient growth of BUYER'S system; and

WHEREAS, the SELLER is willing to sell treated water to the BUYER for the limited purpose of such resale to BUYER'S members; and

WHEREAS, SELLER has treated water and possesses authority to sell the same outside the corporate limits as provided in 11 O.S., Section 22-104 and the Charter of the SELLER; and

WHEREAS, the SELLER'S entire water supply and delivery system is an important factor in SELLER'S ability to supply treated water to BUYER; and

WHEREAS, the SELLER'S entire water supply and delivery system is an important factor in SELLER'S ability to promote economic development for its citizens;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties hereto, it is mutually agreed by and between the SELLER and BUYER as follows:

1. CONDITIONS OF SALE

SELLER will sell and BUYER will buy treated water from SELLER's water supply system in accordance with the terms and provisions of this Agreement and the Muskogee City Code, as now in existence or as hereafter amended. When the phrase Muskogee City Code is used in this agreement it shall include "as now in existence or as hereafter amended" without repeating it each time.

2. MONTHLY SUPPLY/OVERAGE

The maximum monthly supply of water furnished shall meet the reasonable requirements of BUYER which is as follows:

In Gallons per Month/Cubic Feet per Month/Units per Month

<u>Maximum/Month</u>	
7,999,668	gallons
1,069,400	cubic feet
10,694	units

Any amount used in excess of the amount shown in the column Maximum/Month in "units" will be considered as usage in excess of the BUYER'S allocation and will be billed at the established rate for excess usage set out in Section 5 of this agreement.

3. USAGE

The water purchased by the BUYER will be used exclusively for agricultural (watering of stock and not for irrigation other than a domestic garden), domestic residential and for those commercial customers being served by SELLER the effective date of this agreement. The use of such water shall be restricted similarly to the use of water within the corporate limits of the City of Muskogee in the following zoning districts; single family residential district (B), urban estate residential district (B-1A), offices and personal services district (E), local commercial district (E-1) and agricultural district (A) except that the uses described in Section 90-805 (4) a and b shall not be permitted. The above zoning district references are found in Chapter 90 of the Muskogee City Code, and the conditions shall be in effect during the term of this contract or any extensions thereof.

4. TEMPORARY RESTRICTIONS

The SELLER shall take such action as is reasonably necessary to furnish BUYER treated water. As set out in Section 82-206 of the Muskogee City Code the quantity of water is not and cannot be guaranteed. Temporary or partial failure to deliver water shall be remedied as soon as reasonably possible.

In the event of an extended shortage of water, whether caused by equipment failure or an inadequate supply of raw (untreated) water, the water supplied to BUYER shall be reduced or diminished in the same proportion as the supply to the SELLER'S other customers located outside of SELLER'S city limits, unless the cause is a failure of the water main serving BUYER. If such an event is isolated to the SELLER'S ability to supply only the BUYER, SELLER shall take such actions as are reasonably necessary to remedy the cause of such shortage unless the failure is on BUYER'S side of the master meter in which event the repairs to said line are the responsibility of the BUYER.

In the event the SELLER announces emergency water rationing and a water use restriction policy for SELLER'S other customers outside the SELLER'S city limits the same restrictions shall apply to BUYER. The BUYER shall enforce the rationing and use restriction rules among its customers. NONCOMPLIANCE by the BUYER of this provision constitutes cause for SELLER to suspend or reduce delivery of water to BUYER. REPEATED violation of this provision shall be cause for SELLER to immediately terminate this agreement without notice.

5. TERMS OF SALE

A. BASE RATE. BUYER will pay to SELLER an amount for all treated water furnished by SELLER delivered by SELLER to BUYER'S connections (point of delivery) at the rate set out in appendix A of the Muskogee City Code.

B. EXCESS USAGE RATE. BUYER will pay to SELLER two times the amount of the "BASE RATE" (2 x base rate) per one hundred cubic feet of water usage over the MAXIMUM/MONTH usage which is 7,999,668 gallons or converted to units 10,694 units.

C. The SELLER at its sole discretion may adjust its rates at the same time that it adjusts its rates for its other customers located outside the city limits of SELLER. SELLER shall provide BUYER with a minimum of thirty (30) days notice before the effective date of the rate adjustment.

6. EASEMENTS AND RIGHT-OF-WAY

Prior to the effective date of this agreement BUYER and SELLER had in force and effect one or more agreements for the sale of potable water to BUYER. If additional connections to SELLER'S system are desired by BUYER, BUYER, at its own cost and expense, shall construct any necessary water line from SELLER'S system to SELLER'S city limits and said water line shall be constructed in accordance with Muskogee City Code. If an additional meter is required it shall be placed as set out in City Council Policy 8-1 at the SELLER'S City Limits. The BUYER shall pay SELLER all required tapping fees as required by the Muskogee City Code. If additional right-of-way or easements are required BUYER will, at BUYER'S expense, obtain and file of record, all additional right-of-way or easements. If said right-of-way or easements are located within the city limits of SELLER, BUYER shall dedicate such right-of-way or easements to the SELLER.

7. METERS AND METERING

Water delivered to the BUYER shall be metered in accordance with the provisions of the Muskogee City Code. BUYER shall install and maintain an approved preventive backflow device to eliminate any possibility of the BUYER'S system contaminating the SELLER'S water supply system. The tap, meter box, and backflow device shall be installed, at the BUYER'S expense, by a qualified plumber, licensed in the State of

Oklahoma, in accordance with the Muskogee City Code and inspected by the SELLER. The BUYER shall pay applicable charges for the water meter to the SELLER in accordance with the Muskogee City Code and said meter will be installed by the SELLER. The meter(s) shall be the property of the SELLER.

SELLER makes no representation to the satisfactory pressure and flow at the point of connection.

The meter(s) shall be read by the SELLER on a monthly basis. The SELLER shall submit a written statement of the monthly water charges to the BUYER. In the event a meter becomes defective or inoperable, a reasonable estimate of the water consumed will be made by SELLER. The estimated amount of water furnished, during the billing period during which the meter fails to register, will be deemed to be the greater of the amount of water delivered in the previous month or the corresponding month of the previous year. A statement based on this estimate will be accepted and paid by the BUYER.

8. PAYMENT

SELLER will bill the BUYER on or about the first business day of each month. The bill will set out the amount of water delivered to BUYER during the preceding billing period and the amount owed by the BUYER for that billing period. The Buyer shall pay the bill no later than the due date. Late payments shall bear an interest rate of ten percent (10%) per annum.

SELLER reserves the right to suspend or to terminate the delivery of water for nonpayment on the same terms that the SELLER applies to other customers. The suspension of water service shall be effective until BUYER pays all charges, interest, penalties and fees. Repeated failure of BUYER to pay the bill within the applicable time limit shall be cause to terminate the agreement.

9. CUSTOMERS AND SERVICE TERRITORY

BUYER agrees that BUYER shall not permit any other person or entity to connect to or obtain any water from the water system covered under this Agreement except BUYER'S customer members, see paragraph 3 above for restrictions. BUYER agrees not to sell any treated water to any bulk water user, town, city, private water association or water district. Violation of this provision shall cause the SELLER to immediately terminate the sale of water to BUYER without notice, and SELLER shall prepare statement for water used, and payment shall be made in compliance with Section 8, above. BUYER'S service territory is that territory approved by the Muskogee County Commissioners, the existing territory of Muskogee County Rural Water District # 10 as Shown on Exhibit A, attached hereto.

BUYER agrees that it will not serve or assert any exclusive right to serve any customer or territory, other than new customers of BUYER within the territory described in the above paragraph. If the Buyer does not have the present ability to serve all water

service needs of any new customer, including water requirements for fire protection and fire suppression and any reasonably anticipated future water service needs of its current water customers and territory Buyer shall negotiate the service of the new customer with the Seller which may include allowing the Seller to serve the new customer within the Buyer's territory. As used herein "present ability to serve" means that BUYER'S distribution system is in place and BUYER has sufficient water both by volume and pressure to provide the needs of the new customer which may include fire suppression requirements meeting the minimum standards of the Oklahoma Department of Environmental Quality.

BUYER agrees that it will not sell water, from whatever source obtained, to additional residential users, new or existing subdivisions, mobile home courts, other similar high-density developments, commercial or industrial users that are not located within BUYER'S approved service area as shown on exhibit A attached hereto and in existence at the time of executing this agreement.

BUYER agrees not to annex into its district territory any part of an area bounded by an area extending two (2) miles beyond the existing corporate limits of the SELLER except those areas currently within Buyers district territory .

10. ASSIGNMENT

The rights and privileges granted by the terms of this Agreement are not assignable by either party. In the event of any occurrence rendering the BUYER incapable of performing under this agreement any successor to BUYER shall be required to enter into a new agreement with SELLER within ninety days (90) of assuming SELLER'S customer members.

11. TERM

The term of this agreement is for the period from the date of execution through midnight June 30, 2019. This agreement will automatically be extended for additional one (1) year terms under the same identical terms and conditions as are set out herein. Any additional one year term will commence on a July 1st and end on a June 30th of the next calendar year unless either party gives written notice to the other one hundred eighty days (180) prior to the contracts next expiration date that the agreement will not be renewed.

12. TERMINATION

This Agreement shall terminate on the occurrence of any of the following:

- a. giving of the notice as provided in Section 11 above.
- b. the BUYER'S default in the payment of all or any amount billed by the SELLER for more than thirty (30) days or as provided in Section 8 above.
- c. the insolvency, assignment for the benefit of creditors or the filing of a petition in bankruptcy by or against BUYER.

- d. BUYERS default in the performance of any provision of this agreement where BUYER has been given notice and has not corrected the default within 10 business days.
- e. A change in state or federal law (including regulations) that alters the terms of this agreement or that changes the rights or obligations of the parties.
- f. as elsewhere set out in this agreement.
- g. SELLER's City Council declares by a duly adopted resolution that the water being furnished under this Agreement is required by SELLER for its own use and the use of its inhabitants. The determination by the City Council of the SELLER shall be final and is not subject to appeal.

13. RULES AND REGULATIONS

All improvements constructed by BUYER in the furtherance of this agreement shall conform to all applicable provisions of the Muskogee City Code, state statute and federal law.

14. TENANCIES

In the event that water service from the SELLER is terminated by either party, the BUYER agrees and covenants that it will release and discharge each, every and all tenancies or other right to use the property of the SELLER that may be granted to the BUYER to accomplish the purposes of this Agreement and will execute such written releases as may be required by the SELLER.

15. NO PROPERTY RIGHTS.

It is expressly understood and agreed by the parties that no provision of this Agreement is to be construed to grant to BUYER any property rights of any nature or kind whatsoever and particularly in SELLER'S water system or the waters stored therein.

16. NO THIRD PARTY BENEFICIARIES

This Agreement is solely between and for the benefit of the executing parties. No provision of this Agreement shall be construed to create third party beneficiaries or to create or establish rights or warranties expressly, implicitly or otherwise in favor of any individuals including but not limited to the customer members of the BUYER.

17. INDEMNITY

BUYER agrees to indemnify, defend and hold harmless the SELLER and any and all of its officers, employees and agents and representatives from any claims, obligations and liabilities resulting from the construction, maintenance, operation and existence of the taps, meter pits and meters, valves, necessary water lines, and any other improvement deemed necessary by the parties to carry out this agreement.

BUYER agrees to indemnify, defend and hold harmless the SELLER and any and all of its officers, employees, agents and representatives from any claims, suits, lawsuits, damages or injuries or any type brought by BUYER'S customers or members due to the inability of SELLER to supply water or water pressure.

Either party shall give the other party prompt and timely notice of any claim made arising out of this Agreement or the activities contemplated herein which in anyway, directly or indirectly, contingently or otherwise affects or might affect the other.

18. NOTICES

Notices shall be sent by first-class United States Mail postage prepaid, signed by the party giving such notice and addressed as follows:

To the SELLER City Manager
 City of Muskogee
 229 West Okmulgee
 Muskogee, OK 74401

To the BUYER Muskogee County Rural Water District #1
 P.O. Box 156
 Oktaha, OK 74450

19. AMENDMENT

No provision of this Agreement may be amended, waived or otherwise modified without the prior written consent of each party.

20. SURVIVAL

All promises, covenants, agreements, representations and warranties contained herein shall survive the execution and delivery and the subsequent termination of this Agreement and the transactions contemplated herein.

21. ENTIRE UNDERSTANDING

The Agreement contains the full, entire and integrated agreement, promises and understanding between the parties with respect to the covenants, promises and terms contained herein. No representations, warranties, provisions, covenants, agreements or understandings, whether written or oral and not contained herein or referred to shall be of any force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of _____, 2018.

THE CITY OF MUSKOGEE, OKLAHOMA
A municipal corporation,

JOHN R. COBURN, MAYOR

ATTEST:

TAMMY L. TRACY, CITY CLERK

APPROVED as to form and legality for the City of Muskogee this ____ day of _____, 2018.

ROY D. TUCKER, City Attorney

Muskogee County Rural Water District #1

CHAIRMAN

SECRETARY

WATER PURCHASE AGREEMENT

THIS AGREEMENT made and entered into this ___ day of____, 2018, by and between the City of Muskogee, Oklahoma, a municipal corporation, hereinafter called the "SELLER," and Muskogee Rural Water District #1 hereinafter called "BUYER", for the sale of treated water to the BUYER from the SELLER'S water supply system. The terms and conditions of this agreement supersede and replace any all prior agreements between the parties. This Agreement is in accordance with the provisions of 11 O.S. 2001, Section 22-104 and the Charter of SELLER.

WHEREAS, SELLER owns, operates and maintains a municipal water system and currently produces treated water surplus to the needs of the SELLER and its inhabitants; and

WHEREAS, the BUYER is currently purchasing buy treated water from the SELLER for resale to its current and future members and the current agreement does not allow for sufficient growth of BUYER'S system; and

WHEREAS, the SELLER is willing to sell treated water to the BUYER for the limited purpose of such resale to BUYER'S members; and

WHEREAS, SELLER has treated water and possesses authority to sell the same outside the corporate limits as provided in 11 O.S., Section 22-104 and the Charter of the SELLER; and

WHEREAS, the SELLER'S entire water supply and delivery system is an important factor in SELLER'S ability to supply treated water to BUYER; and

WHEREAS, the SELLER'S entire water supply and delivery system is an important factor in SELLER'S ability to promote economic development for its citizens;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties hereto, it is mutually agreed by and between the SELLER and BUYER as follows:

1. CONDITIONS OF SALE

SELLER will sell and BUYER will buy treated water from SELLER's water supply system in accordance with the terms and provisions of this Agreement and the Muskogee City Code, as now in existence or as hereafter amended. When the phrase Muskogee City Code is used in this agreement it shall include "as now in existence or as hereafter amended" without repeating it each time.

2. MONTHLY SUPPLY/OVERAGE

The maximum monthly supply of water furnished shall meet the reasonable requirements of BUYER which is as follows:

In Gallons per Month/Cubic Feet per Month/Units per Month

<u>Maximum/Month</u>	
7,999,668	gallons
1,069,400	cubic feet
10,694	units

Any amount used in excess of the amount shown in the column Maximum/Month in "units" will be considered as usage in excess of the BUYER'S allocation and will be billed at the established rate for excess usage set out in Section 5 of this agreement.

3. USAGE

The water purchased by the BUYER will be used exclusively for agricultural (watering of stock and not for irrigation other than a domestic garden), domestic residential and for those commercial customers being served by SELLER the effective date of this agreement. The use of such water shall be restricted similarly to the use of water within the corporate limits of the City of Muskogee in the following zoning districts; single family residential district (B), urban estate residential district (B-1A), offices and personal services district (E), local commercial district (E-1) and agricultural district (A) except that the uses described in Section 90-805 (4) a and b shall not be permitted. The above zoning district references are found in Chapter 90 of the Muskogee City Code, and the conditions shall be in effect during the term of this contract or any extensions thereof.

4. TEMPORARY RESTRICTIONS

The SELLER shall take such action as is reasonably necessary to furnish BUYER treated water. As set out in Section 82-206 of the Muskogee City Code the quantity of water is not and cannot be guaranteed. Temporary or partial failure to deliver water shall be remedied as soon as reasonably possible.

In the event of an extended shortage of water, whether caused by equipment failure or an inadequate supply of raw (untreated) water, the water supplied to BUYER shall be reduced or diminished in the same proportion as the supply to the SELLER'S other customers located outside of SELLER'S city limits, unless the cause is a failure of the water main serving BUYER. If such an event is isolated to the SELLER'S ability to supply only the BUYER, SELLER shall take such actions as are reasonably necessary to remedy the cause of such shortage unless the failure is on BUYER'S side of the master meter in which event the repairs to said line are the responsibility of the BUYER.

In the event the SELLER announces emergency water rationing and a water use restriction policy for SELLER'S other customers outside the SELLER'S city limits the same restrictions shall apply to BUYER. The BUYER shall enforce the rationing and use restriction rules among its customers. NONCOMPLIANCE by the BUYER of this provision constitutes cause for SELLER to suspend or reduce delivery of water to BUYER. REPEATED violation of this provision shall be cause for SELLER to immediately terminate this agreement without notice.

5. TERMS OF SALE

A. BASE RATE. BUYER will pay to SELLER an amount for all treated water furnished by SELLER delivered by SELLER to BUYER'S connections (point of delivery) at the rate set out in appendix A of the Muskogee City Code.

B. EXCESS USAGE RATE. BUYER will pay to SELLER two times the amount of the "BASE RATE" (2 x base rate) per one hundred cubic feet of water usage over the MAXIMUM/MONTH usage which is 7,999,668 gallons or converted to units 10,694 units.

C. The SELLER at its sole discretion may adjust its rates at the same time that it adjusts its rates for its other customers located outside the city limits of SELLER. SELLER shall provide BUYER with a minimum of thirty (30) days notice before the effective date of the rate adjustment.

6. EASEMENTS AND RIGHT-OF-WAY

Prior to the effective date of this agreement BUYER and SELLER had in force and effect one or more agreements for the sale of potable water to BUYER. If additional connections to SELLER'S system are desired by BUYER, BUYER, at its own cost and expense, shall construct any necessary water line from SELLER'S system to SELLER'S city limits and said water line shall be constructed in accordance with Muskogee City Code. If an additional meter is required it shall be placed as set out in City Council Policy 8-1 at the SELLER'S City Limits. The BUYER shall pay SELLER all required tapping fees as required by the Muskogee City Code. If additional right-of-way or easements are required BUYER will, at BUYER'S expense, obtain and file of record, all additional right-of-way or easements. If said right-of-way or easements are located within the city limits of SELLER, BUYER shall dedicate such right-of-way or easements to the SELLER.

7. METERS AND METERING

Water delivered to the BUYER shall be metered in accordance with the provisions of the Muskogee City Code. BUYER shall install and maintain an approved preventive backflow device to eliminate any possibility of the BUYER'S system contaminating the SELLER'S water supply system. The tap, meter box, and backflow device shall be installed, at the BUYER'S expense, by a qualified plumber, licensed in the State of

Oklahoma, in accordance with the Muskogee City Code and inspected by the SELLER. The BUYER shall pay applicable charges for the water meter to the SELLER in accordance with the Muskogee City Code and said meter will be installed by the SELLER. The meter(s) shall be the property of the SELLER.

SELLER makes no representation to the satisfactory pressure and flow at the point of connection.

The meter(s) shall be read by the SELLER on a monthly basis. The SELLER shall submit a written statement of the monthly water charges to the BUYER. In the event a meter becomes defective or inoperable, a reasonable estimate of the water consumed will be made by SELLER. The estimated amount of water furnished, during the billing period during which the meter fails to register, will be deemed to be the greater of the amount of water delivered in the previous month or the corresponding month of the previous year. A statement based on this estimate will be accepted and paid by the BUYER.

8. PAYMENT

SELLER will bill the BUYER on or about the first business day of each month. The bill will set out the amount of water delivered to BUYER during the preceding billing period and the amount owed by the BUYER for that billing period. The Buyer shall pay the bill no later than the due date. Late payments shall bear an interest rate of ten percent (10%) per annum.

SELLER reserves the right to suspend or to terminate the delivery of water for nonpayment on the same terms that the SELLER applies to other customers. The suspension of water service shall be effective until BUYER pays all charges, interest, penalties and fees. Repeated failure of BUYER to pay the bill within the applicable time limit shall be cause to terminate the agreement.

9. CUSTOMERS AND SERVICE TERRITORY

BUYER agrees that BUYER shall not permit any other person or entity to connect to or obtain any water from the water system covered under this Agreement except BUYER'S customer members, see paragraph 3 above for restrictions. BUYER agrees not to sell any treated water to any bulk water user, town, city, private water association or water district. Violation of this provision shall cause the SELLER to immediately terminate the sale of water to BUYER without notice, and SELLER shall prepare statement for water used, and payment shall be made in compliance with Section 8, above. BUYER'S service territory is that territory approved by the Muskogee County Commissioners, the existing territory of Muskogee County Rural Water District # 10 as Shown on Exhibit A, attached hereto.

BUYER agrees that it will not serve or assert any exclusive right to serve any customer or territory, other than new customers of BUYER within the territory described in the above paragraph. If the Buyer does not have the present ability to serve all water

service needs of any new customer, including water requirements for fire protection and fire suppression and any reasonably anticipated future water service needs of its current water customers and territory Buyer shall negotiate the service of the new customer with the Seller which may include allowing the Seller to serve the new customer within the Buyer's territory. As used herein "present ability to serve" means that BUYER'S distribution system is in place and BUYER has sufficient water both by volume and pressure to provide the needs of the new customer which may include fire suppression requirements meeting the minimum standards of the Oklahoma Department of Environmental Quality.

BUYER agrees that it will not sell water, from whatever source obtained, to additional residential users, new or existing subdivisions, mobile home courts, other similar high-density developments, commercial or industrial users that are not located within BUYER'S approved service area as shown on exhibit A attached hereto and in existence at the time of executing this agreement.

BUYER agrees not to annex into its district territory any part of an area bounded by an area extending two (2) miles beyond the existing corporate limits of the SELLER except those areas currently within Buyers district territory .

10. ASSIGNMENT

The rights and privileges granted by the terms of this Agreement are not assignable by either party. In the event of any occurrence rendering the BUYER incapable of performing under this agreement any successor to BUYER shall be required to enter into a new agreement with SELLER within ninety days (90) of assuming SELLER'S customer members.

11. TERM

The term of this agreement is for the period from the date of execution through midnight June 30, 2019. This agreement will automatically be extended for additional one (1) year terms under the same identical terms and conditions as are set out herein. Any additional one year term will commence on a July 1st and end on a June 30th of the next calendar year unless either party gives written notice to the other one hundred eighty days (180) prior to the contracts next expiration date that the agreement will not be renewed.

12. TERMINATION

This Agreement shall terminate on the occurrence of any of the following:

- a. giving of the notice as provided in Section 11 above.
- b. the BUYER'S default in the payment of all or any amount billed by the SELLER for more than thirty (30) days or as provided in Section 8 above.
- c. the insolvency, assignment for the benefit of creditors or the filing of a petition in bankruptcy by or against BUYER.

- d. BUYERS default in the performance of any provision of this agreement where BUYER has been given notice and has not corrected the default within 10 business days.
- e. A change in state or federal law (including regulations) that alters the terms of this agreement or that changes the rights or obligations of the parties.
- f. as elsewhere set out in this agreement.
- g. SELLER's City Council declares by a duly adopted resolution that the water being furnished under this Agreement is required by SELLER for its own use and the use of its inhabitants. The determination by the City Council of the SELLER shall be final and is not subject to appeal.

13. RULES AND REGULATIONS

All improvements constructed by BUYER in the furtherance of this agreement shall conform to all applicable provisions of the Muskogee City Code, state statute and federal law.

14. TENANCIES

In the event that water service from the SELLER is terminated by either party, the BUYER agrees and covenants that it will release and discharge each, every and all tenancies or other right to use the property of the SELLER that may be granted to the BUYER to accomplish the purposes of this Agreement and will execute such written releases as may be required by the SELLER.

15. NO PROPERTY RIGHTS.

It is expressly understood and agreed by the parties that no provision of this Agreement is to be construed to grant to BUYER any property rights of any nature or kind whatsoever and particularly in SELLER'S water system or the waters stored therein.

16. NO THIRD PARTY BENEFICIARIES

This Agreement is solely between and for the benefit of the executing parties. No provision of this Agreement shall be construed to create third party beneficiaries or to create or establish rights or warranties expressly, implicitly or otherwise in favor of any individuals including but not limited to the customer members of the BUYER.

17. INDEMNITY

BUYER agrees to indemnify, defend and hold harmless the SELLER and any and all of its officers, employees and agents and representatives from any claims, obligations and liabilities resulting from the construction, maintenance, operation and existence of the taps, meter pits and meters, valves, necessary water lines, and any other improvement deemed necessary by the parties to carry out this agreement.

BUYER agrees to indemnify, defend and hold harmless the SELLER and any and all of its officers, employees, agents and representatives from any claims, suits, lawsuits, damages or injuries or any type brought by BUYER'S customers or members due to the inability of SELLER to supply water or water pressure.

Either party shall give the other party prompt and timely notice of any claim made arising out of this Agreement or the activities contemplated herein which in anyway, directly or indirectly, contingently or otherwise affects or might affect the other.

18. NOTICES

Notices shall be sent by first-class United States Mail postage prepaid, signed by the party giving such notice and addressed as follows:

To the SELLER City Manager
 City of Muskogee
 229 West Okmulgee
 Muskogee, OK 74401

To the BUYER Muskogee County Rural Water District #1
 P.O. Box 156
 Oktaha, OK 74450

19. AMENDMENT

No provision of this Agreement may be amended, waived or otherwise modified without the prior written consent of each party.

20. SURVIVAL

All promises, covenants, agreements, representations and warranties contained herein shall survive the execution and delivery and the subsequent termination of this Agreement and the transactions contemplated herein.

21. ENTIRE UNDERSTANDING

The Agreement contains the full, entire and integrated agreement, promises and understanding between the parties with respect to the covenants, promises and terms contained herein. No representations, warranties, provisions, covenants, agreements or understandings, whether written or oral and not contained herein or referred to shall be of any force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of _____, 2018.

THE CITY OF MUSKOGEE, OKLAHOMA
A municipal corporation,

JOHN R. COBURN, MAYOR

ATTEST:

TAMMY L. TRACY, CITY CLERK

APPROVED as to form and legality for the City of Muskogee this ____ day of _____, 2018.

ROY D. TUCKER, City Attorney

Muskogee County Rural Water District #1

CHAIRMAN

SECRETARY

WATER PURCHASE AGREEMENT

THIS AGREEMENT made and entered into this ___ day of____, 2018, by and between the City of Muskogee, Oklahoma, a municipal corporation, hereinafter called the "SELLER," and Muskogee Rural Water District #6 hereinafter called "BUYER", for the sale of treated water to the BUYER from the SELLER'S water supply system. The terms and conditions of this agreement supersede and replace any all prior agreements between the parties. This Agreement is in accordance with the provisions of 11 O.S. 2001, Section 22-104 and the Charter of SELLER.

WHEREAS, SELLER owns, operates and maintains a municipal water system and currently produces treated water surplus to the needs of the SELLER and its inhabitants; and

WHEREAS, the BUYER is currently purchasing buy treated water from the SELLER for resale to its current and future members and the current agreement does not allow for sufficient growth of BUYER'S system; and

WHEREAS, the SELLER is willing to sell treated water to the BUYER for the limited purpose of such resale to BUYER'S members; and

WHEREAS, SELLER has treated water and possesses authority to sell the same outside the corporate limits as provided in 11 O.S., Section 22-104 and the Charter of the SELLER; and

WHEREAS, the SELLER'S entire water supply and delivery system is an important factor in SELLER'S ability to supply treated water to BUYER; and

WHEREAS, the SELLER'S entire water supply and delivery system is an important factor in SELLER'S ability to promote economic development for its citizens;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties hereto, it is mutually agreed by and between the SELLER and BUYER as follows:

1. CONDITIONS OF SALE

SELLER will sell and BUYER will buy treated water from SELLER's water supply system in accordance with the terms and provisions of this Agreement and the Muskogee City Code, as now in existence or as hereafter amended. When the phrase Muskogee City Code is used in this agreement it shall include "as now in existence or as hereafter amended" without repeating it each time.

2. MONTHLY SUPPLY/OVERAGE

The maximum monthly supply of water furnished shall meet the reasonable requirements of BUYER which is as follows:

In Gallons per Month/Cubic Feet per Month/Units per Month

<u>Maximum/Month</u>	
13,470,000	gallons
1,800,667	cubic feet
18,012.8	units

Any amount used in excess of the amount shown in the column Maximum/Month in "units" will be considered as usage in excess of the BUYER'S allocation and will be billed at the established rate for excess usage set out in Section 5 of this agreement.

3. USAGE

The water purchased by the BUYER will be used exclusively for agricultural (watering of stock and not for irrigation other than a domestic garden), domestic residential and for those commercial customers being served by SELLER the effective date of this agreement. The use of such water shall be restricted similarly to the use of water within the corporate limits of the City of Muskogee in the following zoning districts; single family residential district (B), urban estate residential district (B-1A), offices and personal services district (E), local commercial district (E-1) and agricultural district (A) except that the uses described in Section 90-805 (4) a and b shall not be permitted. The above zoning district references are found in Chapter 90 of the Muskogee City Code, and the conditions shall be in effect during the term of this contract or any extensions thereof.

4. TEMPORARY RESTRICTIONS

The SELLER shall take such action as is reasonably necessary to furnish BUYER treated water. As set out in Section 82-206 of the Muskogee City Code the quantity of water is not and cannot be guaranteed. Temporary or partial failure to deliver water shall be remedied as soon as reasonably possible.

In the event of an extended shortage of water, whether caused by equipment failure or an inadequate supply of raw (untreated) water, the water supplied to BUYER shall be reduced or diminished in the same proportion as the supply to the SELLER'S other customers located outside of SELLER'S city limits, unless the cause is a failure of the water main serving BUYER. If such an event is isolated to the SELLER'S ability to supply only the BUYER, SELLER shall take such actions as are reasonably necessary to remedy the cause of such shortage unless the failure is on BUYER'S side of the master meter in which event the repairs to said line are the responsibility of the BUYER.

In the event the SELLER announces emergency water rationing and a water use restriction policy for SELLER'S other customers outside the SELLER'S city limits the same restrictions shall apply to BUYER. The BUYER shall enforce the rationing and use restriction rules among its customers. NONCOMPLIANCE by the BUYER of this provision constitutes cause for SELLER to suspend or reduce delivery of water to BUYER. REPEATED violation of this provision shall be cause for SELLER to immediately terminate this agreement without notice.

5. TERMS OF SALE

A. BASE RATE. BUYER will pay to SELLER an amount for all treated water furnished by SELLER delivered by SELLER to BUYER'S connections (point of delivery) at the rate set out in appendix A of the Muskogee City Code.

B. EXCESS USAGE RATE. BUYER will pay to SELLER two times the amount of the "BASE RATE" (2 x base rate) per one hundred cubic feet of water usage over the MAXIMUM/MONTH usage which is 13,470,000 gallons or converted to units 18,012.8 units.

C. The SELLER at its sole discretion may adjust its rates at the same time that it adjusts its rates for its other customers located outside the city limits of SELLER. SELLER shall provide BUYER with a minimum of thirty (30) days notice before the effective date of the rate adjustment.

6. EASEMENTS AND RIGHT-OF-WAY

Prior to the effective date of this agreement BUYER and SELLER had in force and effect one or more agreements for the sale of potable water to BUYER. If additional connections to SELLER'S system are desired by BUYER, BUYER, at its own cost and expense, shall construct any necessary water line from SELLER'S system to SELLER'S city limits and said water line shall be constructed in accordance with Muskogee City Code. If an additional meter is required it shall be placed as set out in City Council Policy 8-1 at the SELLER'S City Limits. The BUYER shall pay SELLER all required tapping fees as required by the Muskogee City Code. If additional right-of-way or easements are required BUYER will, at BUYER'S expense, obtain and file of record, all additional right-of-way or easements. If said right-of-way or easements are located within the city limits of SELLER, BUYER shall dedicate such right-of-way or easements to the SELLER.

7. METERS AND METERING

Water delivered to the BUYER shall be metered in accordance with the provisions of the Muskogee City Code. BUYER shall install and maintain an approved preventive backflow device to eliminate any possibility of the BUYER'S system contaminating the SELLER'S water supply system. The tap, meter box, and backflow device shall be

installed, at the BUYER'S expense, by a qualified plumber, licensed in the State of Oklahoma, in accordance with the Muskogee City Code and inspected by the SELLER. The BUYER shall pay applicable charges for the water meter to the SELLER in accordance with the Muskogee City Code and said meter will be installed by the SELLER. The meter(s) shall be the property of the SELLER.

SELLER makes no representation to the satisfactory pressure and flow at the point of connection.

The meter(s) shall be read by the SELLER on a monthly basis. The SELLER shall submit a written statement of the monthly water charges to the BUYER. In the event a meter becomes defective or inoperable, a reasonable estimate of the water consumed will be made by SELLER. The estimated amount of water furnished, during the billing period during which the meter fails to register, will be deemed to be the greater of the amount of water delivered in the previous month or the corresponding month of the previous year. A statement based on this estimate will be accepted and paid by the BUYER.

8. PAYMENT

SELLER will bill the BUYER on or about the first business day of each month. The bill will set out the amount of water delivered to BUYER during the preceding billing period and the amount owed by the BUYER for that billing period. The Buyer shall pay the bill no later than the due date. Late payments shall bear an interest rate of ten percent (10%) per annum.

SELLER reserves the right to suspend or to terminate the delivery of water for nonpayment on the same terms that the SELLER applies to other customers. The suspension of water service shall be effective until BUYER pays all charges, interest, penalties and fees. Repeated failure of BUYER to pay the bill within the applicable time limit shall be cause to terminate the agreement.

9. CUSTOMERS AND SERVICE TERRITORY

BUYER agrees that BUYER shall not permit any other person or entity to connect to or obtain any water from the water system covered under this Agreement except BUYER'S customer members, see paragraph 3 above for restrictions. BUYER agrees not to sell any treated water to any bulk water user, town, city, private water association or water district. Violation of this provision shall cause the SELLER to immediately terminate the sale of water to BUYER without notice, and SELLER shall prepare statement for water used, and payment shall be made in compliance with Section 8, above. BUYER'S service territory is that territory approved by the Muskogee County Commissioners, the existing territory of Muskogee County Rural Water District # 6 as Shown on Exhibit A, attached hereto.

BUYER agrees that it will not serve or assert any exclusive right to serve any customer or territory, other than new customers of BUYER within the territory described in

the above paragraph. If the Buyer does not have the present ability to serve all water service needs of any new customer, including water requirements for fire protection and fire suppression and any reasonably anticipated future water service needs of its current water customers and territory Buyer shall negotiate the service of the new customer with the Seller which may include allowing the Seller to serve the new customer within the Buyer's territory. As used herein "present ability to serve" means that BUYER'S distribution system is in place and BUYER has sufficient water both by volume and pressure to provide the needs of the new customer which may include fire suppression requirements meeting the minimum standards of the Oklahoma Department of Environmental Quality.

BUYER agrees that it will not sell water, from whatever source obtained, to additional residential users, new or existing subdivisions, mobile home courts, other similar high-density developments, commercial or industrial users that are not located within BUYER'S approved service area as shown on exhibit A attached hereto and in existence at the time of executing this agreement.

BUYER agrees not to annex into its district territory any part of an area bounded by an area extending two (2) miles beyond the existing corporate limits of the SELLER except those areas currently within Buyers district territory .

10. ASSIGNMENT

The rights and privileges granted by the terms of this Agreement are not assignable by either party. In the event of any occurrence rendering the BUYER incapable of performing under this agreement any successor to BUYER shall be required to enter into a new agreement with SELLER within ninety days (90) of assuming SELLER'S customer members.

11. TERM

The term of this agreement is for the period from the date of execution through midnight June 30, 2019. This agreement will automatically be extended for additional one (1) year terms under the same identical terms and conditions as are set out herein. Any additional one year term will commence on a July 1st and end on a June 30th of the next calendar year unless either party gives written notice to the other one hundred eighty days (180) prior to the contracts next expiration date that the agreement will not be renewed.

12. TERMINATION

This Agreement shall terminate on the occurrence of any of the following:

- a. giving of the notice as provided in Section 11 above.
- b. the BUYER'S default in the payment of all or any amount billed by the SELLER for more than thirty (30) days or as provided in Section 8 above.

- c. the insolvency, assignment for the benefit of creditors or the filing of a petition in bankruptcy by or against BUYER.
- d. BUYERS default in the performance of any provision of this agreement where BUYER has been given notice and has not corrected the default within 10 business days.
- e. A change in state or federal law (including regulations) that alters the terms of this agreement or that changes the rights or obligations of the parties.
- f. as elsewhere set out in this agreement.
- g. SELLER's City Council declares by a duly adopted resolution that the water being furnished under this Agreement is required by SELLER for its own use and the use of its inhabitants. The determination by the City Council of the SELLER shall be final and is not subject to appeal.

13. RULES AND REGULATIONS

All improvements constructed by BUYER in the furtherance of this agreement shall conform to all applicable provisions of the Muskogee City Code, state statute and federal law.

14. TENANCIES

In the event that water service from the SELLER is terminated by either party, the BUYER agrees and covenants that it will release and discharge each, every and all tenancies or other right to use the property of the SELLER that may be granted to the BUYER to accomplish the purposes of this Agreement and will execute such written releases as may be required by the SELLER.

15. NO PROPERTY RIGHTS.

It is expressly understood and agreed by the parties that no provision of this Agreement is to be construed to grant to BUYER any property rights of any nature or kind whatsoever and particularly in SELLER'S water system or the waters stored therein.

16. NO THIRD PARTY BENEFICIARIES

This Agreement is solely between and for the benefit of the executing parties. No provision of this Agreement shall be construed to create third party beneficiaries or to create or establish rights or warranties expressly, implicitly or otherwise in favor of any individuals including but not limited to the customer members of the BUYER.

17. INDEMNITY

BUYER agrees to indemnify, defend and hold harmless the SELLER and any and all of its officers, employees and agents and representatives from any claims, obligations and liabilities resulting from the construction, maintenance, operation and existence of the taps,

meter pits and meters, valves, necessary water lines, and any other improvement deemed necessary by the parties to carry out this agreement.

BUYER agrees to indemnify, defend and hold harmless the SELLER and any and all of its officers, employees, agents and representatives from any claims, suits, lawsuits, damages or injuries or any type brought by BUYER'S customers or members due to the inability of SELLER to supply water or water pressure.

Either party shall give the other party prompt and timely notice of any claim made arising out of this Agreement or the activities contemplated herein which in anyway, directly or indirectly, contingently or otherwise affects or might affect the other.

18. NOTICES

Notices shall be sent by first-class United States Mail postage prepaid, signed by the party giving such notice and addressed as follows:

To the SELLER City Manager
City of Muskogee
229 West Okmulgee
Muskogee, OK 74401

To the BUYER #6 Wainwright
Muskogee Country Rural Water District #6
P.O. Box 135
Wainwright, OK 74468

19. AMENDMENT

No provision of this Agreement may be amended, waived or otherwise modified without the prior written consent of each party.

20. SURVIVAL

All promises, covenants, agreements, representations and warranties contained herein shall survive the execution and delivery and the subsequent termination of this Agreement and the transactions contemplated herein.

21. ENTIRE UNDERSTANDING

The Agreement contains the full, entire and integrated agreement, promises and understanding between the parties with respect to the covenants, promises and terms contained herein. No representations, warranties, provisions, covenants, agreements or understandings, whether written or oral and not contained herein or referred to shall be of any force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of _____, 2018.

THE CITY OF MUSKOGEE, OKLAHOMA
A municipal corporation,

JOHN R. COBURN, MAYOR

ATTEST:

TAMMY L. TRACY, CITY CLERK

APPROVED as to form and legality for the City of Muskogee this ____ day of _____, 2018.

ROY D. TUCKER, City Attorney

Muskogee County Rural Water District #6

KENNETH LANE, CHAIRMAN

SECRETARY

WATER PURCHASE AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 2018, by and between the City of Muskogee, Oklahoma, a municipal corporation, hereinafter called the "SELLER," and Muskogee Rural Water District #9 hereinafter called "BUYER", for the sale of treated water to the BUYER from the SELLER'S water supply system. The terms and conditions of this agreement supersede and replace any all prior agreements between the parties. This Agreement is in accordance with the provisions of 11 O.S. 2001, Section 22-104 and the Charter of SELLER.

WHEREAS, SELLER owns, operates and maintains a municipal water system and currently produces treated water surplus to the needs of the SELLER and its inhabitants; and

WHEREAS, the BUYER is currently purchasing buy treated water from the SELLER for resale to its current and future members and the current agreement does not allow for sufficient growth of BUYER'S system; and

WHEREAS, the SELLER is willing to sell treated water to the BUYER for the limited purpose of such resale to BUYER'S members; and

WHEREAS, SELLER has treated water and possesses authority to sell the same outside the corporate limits as provided in 11 O.S., Section 22-104 and the Charter of the SELLER; and

WHEREAS, the SELLER'S entire water supply and delivery system is an important factor in SELLER'S ability to supply treated water to BUYER; and

WHEREAS, the SELLER'S entire water supply and delivery system is an important factor in SELLER'S ability to promote economic development for its citizens;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties hereto, it is mutually agreed by and between the SELLER and BUYER as follows:

1. CONDITIONS OF SALE

SELLER will sell and BUYER will buy treated water from SELLER's water supply system in accordance with the terms and provisions of this Agreement and the Muskogee City Code, as now in existence or as hereafter amended. When the phrase Muskogee City Code is used in this agreement it shall include "as now in existence or as hereafter amended" without repeating it each time.

2. MONTHLY SUPPLY/OVERAGE

The maximum monthly supply of water furnished shall meet the reasonable requirements of BUYER which is as follows:

In Gallons per Month/Cubic Feet per Month/Units per Month

<u>Maximum/Month</u>	
2,393,600	gallons
320,000	cubic feet
3,200	units

One Unit equals 100 cubic feet or 748 gallons

Any amount used in excess of the amount shown in the column Maximum/Month in "units" will be considered as usage in excess of the BUYER'S allocation and will be billed at the established rate for excess usage set out in Section 5 of this agreement.

3. USAGE

The water purchased by the BUYER will be used exclusively for agricultural (watering of stock and not for irrigation other than a domestic garden), domestic residential and for those commercial customers being served by SELLER the effective date of this agreement. The use of such water shall be restricted similarly to the use of water within the corporate limits of the City of Muskogee in the following zoning districts; single family residential district (B), urban estate residential district (B-1A), offices and personal services district (E), local commercial district (E-1) and agricultural district (A) except that the uses described in Section 90-805 (4) a and b shall not be permitted. The above zoning district references are found in Chapter 90 of the Muskogee City Code, and the conditions shall be in effect during the term of this contract or any extensions thereof.

4. TEMPORARY RESTRICTIONS

The SELLER shall take such action as is reasonably necessary to furnish BUYER treated water. As set out in Section 82-206 of the Muskogee City Code the quantity of water is not and cannot be guaranteed. Temporary or partial failure to deliver water shall be remedied as soon as reasonably possible.

In the event of an extended shortage of water, whether caused by equipment failure or an inadequate supply of raw (untreated) water, the water supplied to BUYER shall be reduced or diminished in the same proportion as the supply to the SELLER'S other customers located outside of SELLER'S city limits, unless the cause is a failure of the water main serving BUYER. If such an event is isolated to the SELLER'S ability to supply only the BUYER, SELLER shall take such actions as are reasonably necessary

to remedy the cause of such shortage unless the failure is on BUYER'S side of the master meter in which event the repairs to said line are the responsibility of the BUYER.

In the event the SELLER announces emergency water rationing and a water use restriction policy for SELLER'S other customers outside the SELLER'S city limits the same restrictions shall apply to BUYER. The BUYER shall enforce the rationing and use restriction rules among its customers. NONCOMPLIANCE by the BUYER of this provision constitutes cause for SELLER to suspend or reduce delivery of water to BUYER. REPEATED violation of this provision shall be cause for SELLER to immediately terminate this agreement without notice.

5. TERMS OF SALE

A. BASE RATE. BUYER will pay to SELLER an amount for all treated water furnished by SELLER delivered by SELLER to BUYER'S connections (point of delivery) at the rate set out in appendix A of the Muskogee City Code.

B. EXCESS USAGE RATE. BUYER will pay to SELLER two times the amount of the "BASE RATE" (2 x base rate) per one hundred cubic feet of water usage over the MAXIMUM/MONTH usage which is 2,393,600 gallons or converted to units 3,200 units.

C. The SELLER at its sole discretion may adjust its rates at the same time that it adjusts its rates for its other customers located outside the city limits of SELLER. SELLER shall provide BUYER with a minimum of thirty (30) days notice before the effective date of the rate adjustment.

6. EASEMENTS AND RIGHT-OF-WAY

Prior to the effective date of this agreement BUYER and SELLER had in force and effect one or more agreements for the sale of potable water to BUYER. If additional connections to SELLER'S system are desired by BUYER, BUYER, at its own cost and expense, shall construct any necessary water line from SELLER'S system to SELLER'S city limits and said water line shall be constructed in accordance with Muskogee City Code. If an additional meter is required it shall be placed as set out in City Council Policy 8-1 at the SELLER'S City Limits. The BUYER shall pay SELLER all required tapping fees as required by the Muskogee City Code. If additional right-of-way or easements are required BUYER will, at BUYER'S expense, obtain and file of record, all additional right-of-way or easements. If said right-of-way or easements are located within the city limits of SELLER, BUYER shall dedicate such right-of-way or easements to the SELLER.

7. METERS AND METERING

Water delivered to the BUYER shall be metered in accordance with the provisions of the Muskogee City Code. BUYER shall install and maintain an approved preventive backflow device to eliminate any possibility of the BUYER'S system

contaminating the SELLER'S water supply system. The tap, meter box, and backflow device shall be installed, at the BUYER'S expense, by a qualified plumber, licensed in the State of Oklahoma, in accordance with the Muskogee City Code and inspected by the SELLER. The BUYER shall pay applicable charges for the water meter to the SELLER in accordance with the Muskogee City Code and said meter will be installed by the SELLER. The meter(s) shall be the property of the SELLER.

SELLER makes no representation to the satisfactory pressure and flow at the point of connection.

The meter(s) shall be read by the SELLER on a monthly basis. The SELLER shall submit a written statement of the monthly water charges to the BUYER. In the event a meter becomes defective or inoperable, a reasonable estimate of the water consumed will be made by SELLER. The estimated amount of water furnished, during the billing period during which the meter fails to register, will be deemed to be the greater of the amount of water delivered in the previous month or the corresponding month of the previous year. A statement based on this estimate will be accepted and paid by the BUYER.

8. PAYMENT

SELLER will bill the BUYER on or about the first business day of each month. The bill will set out the amount of water delivered to BUYER during the preceding billing period and the amount owed by the BUYER for that billing period. The Buyer shall pay the bill no later than the due date. Late payments shall bear an interest rate of ten percent (10%) per annum.

SELLER reserves the right to suspend or to terminate the delivery of water for nonpayment on the same terms that the SELLER applies to other customers. The suspension of water service shall be effective until BUYER pays all charges, interest, penalties and fees. Repeated failure of BUYER to pay the bill within the applicable time limit shall be cause to terminate the agreement.

9. CUSTOMERS AND SERVICE TERRITORY

BUYER agrees that BUYER shall not permit any other person or entity to connect to or obtain any water from the water system covered under this Agreement except BUYER'S customer members, see paragraph 3 above for restrictions. BUYER agrees not to sell any treated water to any bulk water user, town, city, private water association or water district. Violation of this provision shall cause the SELLER to immediately terminate the sale of water to BUYER without notice, and SELLER shall prepare statement for water used, and payment shall be made in compliance with Section 8, above. BUYER'S service territory is that territory approved by the Muskogee County Commissioners, the existing territory of Muskogee County Rural Water District # 9 as Shown on Exhibit A, attached hereto.

BUYER agrees that it will not serve or assert any exclusive right to serve any customer or territory, other than new customers of BUYER within the territory described in the above paragraph. If the Buyer does not have the present ability to serve all water service needs of any new customer, including water requirements for fire protection and fire suppression and any reasonably anticipated future water service needs of its current water customers and territory Buyer shall negotiate the service of the new customer with the Seller which may include allowing the Seller to serve the new customer within the Buyer's territory. As used herein "present ability to serve" means that BUYER'S distribution system is in place and BUYER has sufficient water both by volume and pressure to provide the needs of the new customer which may include fire suppression requirements meeting the minimum standards of the Oklahoma Department of Environmental Quality.

BUYER agrees that it will not sell water, from whatever source obtained, to additional residential users, new or existing subdivisions, mobile home courts, other similar high-density developments, commercial or industrial users that are not located within BUYER'S approved service area as shown on exhibit A attached hereto and in existence at the time of executing this agreement.

BUYER agrees not to annex into its district territory any part of an area bounded by an area extending two (2) miles beyond the existing corporate limits of the SELLER except those areas currently within Buyers district territory .

10. ASSIGNMENT

The rights and privileges granted by the terms of this Agreement are not assignable by either party. In the event of any occurrence rendering the BUYER incapable of performing under this agreement any successor to BUYER shall be required to enter into a new agreement with SELLER within ninety days (90) of assuming SELLER'S customer members.

11. TERM

The term of this agreement is for the period from the date of execution through midnight June 30, 2019. This agreement will automatically be extended for additional one (1) year terms under the same identical terms and conditions as are set out herein. Any additional one year term will commence on a July 1st and end on a June 30th of the next calendar year unless either party gives written notice to the other one hundred eighty days (180) prior to the contracts next expiration date that the agreement will not be renewed.

12. TERMINATION

This Agreement shall terminate on the occurrence of any of the following:

- a. giving of the notice as provided in Section 11 above.

- b. the BUYER'S default in the payment of all or any amount billed by the SELLER for more than thirty (30) days or as provided in Section 8 above.
- c. the insolvency, assignment for the benefit of creditors or the filing of a petition in bankruptcy by or against BUYER.
- d. BUYER'S default in the performance of any provision of this agreement where BUYER has been given notice and has not corrected the default within 10 business days.
- e. A change in state or federal law (including regulations) that alters the terms of this agreement or that changes the rights or obligations of the parties.
- f. as elsewhere set out in this agreement.
- g. SELLER's City Council declares by a duly adopted resolution that the water being furnished under this Agreement is required by SELLER for its own use and the use of its inhabitants. The determination by the City Council of the SELLER shall be final and is not subject to appeal.

13. RULES AND REGULATIONS

All improvements constructed by BUYER in the furtherance of this agreement shall conform to all applicable provisions of the Muskogee City Code, state statute and federal law.

14. TENANCIES

In the event that water service from the SELLER is terminated by either party, the BUYER agrees and covenants that it will release and discharge each, every and all tenancies or other right to use the property of the SELLER that may be granted to the BUYER to accomplish the purposes of this Agreement and will execute such written releases as may be required by the SELLER.

15. NO PROPERTY RIGHTS.

It is expressly understood and agreed by the parties that no provision of this Agreement is to be construed to grant to BUYER any property rights of any nature or kind whatsoever and particularly in SELLER'S water system or the waters stored therein.

16. NO THIRD PARTY BENEFICIARIES

This Agreement is solely between and for the benefit of the executing parties. No provision of this Agreement shall be construed to create third party beneficiaries or to create or establish rights or warranties expressly, implicitly or otherwise in favor of any individuals including but not limited to the customer members of the BUYER.

17. INDEMNITY

BUYER agrees to indemnify, defend and hold harmless the SELLER and any and all of its officers, employees and agents and representatives from any claims, obligations and liabilities resulting from the construction, maintenance, operation and existence of the taps, meter pits and meters, valves, necessary water lines, and any other improvement deemed necessary by the parties to carry out this agreement.

BUYER agrees to indemnify, defend and hold harmless the SELLER and any and all of its officers, employees, agents and representatives from any claims, suits, lawsuits, damages or injuries or any type brought by BUYER'S customers or members due to the inability of SELLER to supply water or water pressure.

Either party shall give the other party prompt and timely notice of any claim made arising out of this Agreement or the activities contemplated herein which in anyway, directly or indirectly, contingently or otherwise affects or might affect the other.

18. NOTICES

Notices shall be sent by first-class United States Mail postage prepaid, signed by the party giving such notice and addressed as follows:

To the SELLER City Manager
 City of Muskogee
 229 West Okmulgee
 Muskogee, OK 74401

To the BUYER Muskogee County Rural Water District #9
 1221 W. Harris Road
 Muskogee, OK 74401

19. AMENDMENT

No provision of this Agreement may be amended, waived or otherwise modified without the prior written consent of each party.

20. SURVIVAL

All promises, covenants, agreements, representations and warranties contained herein shall survive the execution and delivery and the subsequent termination of this Agreement and the transactions contemplated herein.

21. ENTIRE UNDERSTANDING

The Agreement contains the full, entire and integrated agreement, promises and understanding between the parties with respect to the covenants, promises and terms contained herein. No representations, warranties, provisions, covenants, agreements

or understandings, whether written or oral and not contained herein or referred to shall be of any force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of _____, 2018.

THE CITY OF MUSKOGEE, OKLAHOMA
A municipal corporation,

JOHN R. COBURN, MAYOR

ATTEST:

TAMMY L. TRACY, CITY CLERK

APPROVED as to form and legality for the City of Muskogee this ____ day of _____, 2018.

ROY D. TUCKER, City Attorney

Muskogee County Rural Water District #9

Winston Hix, CHAIRMAN

SECRETARY

WATER PURCHASE AGREEMENT

THIS AGREEMENT made and entered into this ___ day of ___, 2018, by and between the City of Muskogee, Oklahoma, a municipal corporation hereinafter called the "SELLER," and the Town of Haskell and/or the Haskell Public Works Authority hereinafter called "BUYER", for the sale of treated water to the BUYER from the SELLER'S water supply system. The terms and conditions of this agreement supersede and replace any all prior agreements between the parties. This Agreement is in accordance with the provisions of 11 O.S. 2001, Section 22-104 and the Charter of SELLER.

WHEREAS, SELLER owns, operates and maintains a municipal water system and currently produces treated water surplus to the needs of the SELLER and its inhabitants; and

WHEREAS, the BUYER is currently purchasing buy treated water from the SELLER for resale to its current and future customers; and

WHEREAS, the SELLER is willing to sell treated water to the BUYER for the limited purpose of such resale to BUYER'S customers; and

WHEREAS, SELLER has treated water and possesses authority to sell the same outside the corporate limits as provided in 11 O.S., Section 22-104 and the Charter of the SELLER; and

WHEREAS, the SELLER'S entire water supply and delivery system is an important factor in SELLER'S ability to supply treated water to BUYER; and

WHEREAS, the SELLER'S entire water supply and delivery system is an important factor in SELLER'S ability to promote economic development for its citizens;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties hereto, it is mutually agreed by and between the SELLER and BUYER as follows:

1. CONDITIONS OF SALE

SELLER will sell and BUYER will buy treated water from SELLER's water supply system in accordance with the terms and provisions of this Agreement and the Muskogee City Code, as now in existence or as hereafter amended. When the phrase Muskogee City Code is used in this agreement it shall include "as now in existence or as hereafter amended" without repeating it each time.

2. MONTHLY SUPPLY/OVERAGE

The maximum monthly supply of water furnished shall meet the reasonable requirements of BUYER which is as follows:

In Gallons per Month/Cubic Feet per Month/Units per Month

Maximum/Month

19,500,360 gallons

2,607,000 cubic feet

26,070 units

One unit is the equivalent of 748 gallons or 100 cubic feet.

Any amount used in excess of the amount shown in the column Maximum/Month in “units” will be considered as usage in excess of the BUYER’S allocation and will be billed at the established rate for excess usage set out in Section 5 of this agreement.

3. USAGE

The water purchased by the BUYER will be used exclusively by its municipal customers located within the service area of the Town of Haskell, Oklahoma and/or the Haskell Public Works Authority. At the time of the execution of this agreement the town of Haskell is selling bulk water to the Town of Boynton. The Town of Haskell is permitted to continue with its arrangement with the Town of Boynton or Boynton Public Works Authority.

4. TEMPORARY RESTRICTIONS

The SELLER shall take such action as is reasonably necessary to furnish BUYER treated water. As set out in Section 82-206 of the Muskogee City Code the quantity of water is not and cannot be guaranteed. Temporary or partial failure to deliver water shall be remedied as soon as reasonably possible.

In the event of an extended shortage of water, whether caused by equipment failure or an inadequate supply of raw (untreated) water, the water supplied to BUYER shall be reduced or diminished in the same proportion as the supply to the SELLER’S other customers located outside of SELLER’S city limits, unless the cause is a failure of the water main serving BUYER. If such an event is isolated to the SELLER’S ability to supply only the BUYER, SELLER shall take such actions as are reasonably necessary to remedy the cause of such shortage unless the failure is on BUYER’S side of the master meter in which event the repairs to said line are the responsibility of the BUYER.

In the event the SELLER announces emergency water rationing and a water use restriction policy for SELLER’S other customers outside the SELLER’S city limits the same restrictions shall apply to BUYER. The BUYER shall enforce the rationing and use restriction rules among its customers. NONCOMPLIANCE by the BUYER of this provision constitutes cause for SELLER to suspend or reduce delivery of water to BUYER. REPEATED violation of this provision shall be cause for SELLER to immediately terminate this agreement without notice.

5. TERMS OF SALE

A. **BASE RATE.** BUYER will pay to SELLER an amount for all treated water furnished by SELLER delivered by SELLER to BUYER’S connections (point of delivery) at the rate set out in appendix A of the Muskogee City Code.

B. **EXCESS USAGE RATE.** BUYER will pay to SELLER two times the amount of the “BASE RATE” (2 x base rate) per one hundred cubic feet of water usage over the MAXIMUM/MONTH usage which is 19,500,360 gallons or converted to units 26,070 units.

C. The SELLER at its sole discretion may adjust its rates at the same time that it adjusts its rates for its other customers located outside the city limits of SELLER. SELLER shall provide BUYER with a minimum of thirty (30) days notice before the effective date of the rate adjustment.

6. EASEMENTS AND RIGHT-OF-WAY

Prior to the effective date of this agreement BUYER and SELLER had in force and effect one or more agreements for the sale of potable water to BUYER. If additional connections to SELLER'S system are desired by BUYER, BUYER, at its own cost and expense, shall construct any necessary water line from SELLER'S system to SELLER'S city limits and said water line shall be constructed in accordance with Muskogee City Code. If an additional meter is required it shall be placed as set out in City Council Policy 8-1 at the SELLER'S City Limits. The BUYER shall pay SELLER all required tapping fees as required by the Muskogee City Code. If additional right-of-way or easements are required BUYER will, at BUYER'S expense, obtain and file of record, all additional right-of-way or easements. If said right-of-way or easements are located within the city limits of SELLER, BUYER shall dedicate such right-of-way or easements to the SELLER.

7. METERS AND METERING

Water delivered to the BUYER shall be metered in accordance with the provisions of the Muskogee City Code.

If a new or additional meter is required BUYER shall install and maintain an approved preventive backflow device to eliminate any possibility of the BUYER'S system contaminating the SELLER'S water supply system. The tap, meter box, and backflow device shall be installed, at the BUYER'S expense, by a qualified plumber, licensed in the State of Oklahoma, in accordance with the Muskogee City Code and inspected by the SELLER.

The BUYER shall pay applicable charges for the water meter to the SELLER in accordance with the Muskogee City Code and said meter will be installed by the SELLER. The meter(s) shall be the property of the SELLER.

SELLER makes no representation to the satisfactory pressure and flow at the point of connection.

The meter(s) shall be read by the SELLER on a monthly basis. The SELLER shall submit a written statement of the monthly water charges to the BUYER. In the event a meter becomes defective or inoperable, a reasonable estimate of the water consumed will be made by SELLER. The estimated amount of water furnished, during the billing period during which the meter fails to register, will be deemed to be the greater of the amount of water delivered in the previous month or the corresponding month of the previous year. A statement based on this estimate will be accepted and paid by the BUYER.

8. PAYMENT

SELLER will bill the BUYER on or about the first business day of each month. The bill will set out the amount of water delivered to BUYER during the preceding billing period and the amount owed by the BUYER for that billing period. The Buyer shall pay the bill no later than the due date. Late payments shall bear an interest rate of ten percent (10%) per annum.

SELLER reserves the right to suspend or to terminate the delivery of water for nonpayment on the same terms that the SELLER applies to other customers. The suspension of water service shall be effective until BUYER pays all charges, interest, penalties and fees. Repeated failure of BUYER to pay the bill within the applicable time limit shall be cause to terminate the agreement.

9. CUSTOMERS AND SERVICE TERRITORY

BUYER agrees that BUYER shall not permit any other person or entity to connect to or obtain any water from the water system covered under this Agreement except BUYER'S customers, see paragraph 3 above for restrictions. BUYER agrees not to sell any treated water to any bulk water user, town, city, private water association or water district except the Town of Boynton as provided in paragraph 3 above. Violation of this provision shall cause the SELLER to immediately terminate the sale of water to BUYER without notice, and SELLER shall prepare statement for water used, and payment shall be made in compliance with Section 8, above.

BUYER agrees that it will not serve or assert any exclusive right to serve any customer or territory, other than new customers of BUYER within the territory described in paragraph 3. If the Buyer does not have the present ability to serve all water service needs of any new customer, including water requirements for fire protection and fire suppression and any reasonably anticipated future water service needs of its current water customers and territory Buyer shall negotiate the service of the new customer with the Seller which may include allowing the Seller to serve the new customer within the Buyer's territory. As used herein "present ability to serve" means that BUYER'S distribution system is in place and BUYER has sufficient water both by volume and pressure to provide the needs of the new customer which may include fire suppression requirements meeting the minimum standards of the Oklahoma Department of Environmental Quality.

10. ASSIGNMENT

The rights and privileges granted by the terms of this Agreement are not assignable by either party. In the event of any occurrence rendering the BUYER incapable of performing under this agreement any successor to BUYER shall be required to enter into a new agreement with SELLER within ninety days (90) of assuming SELLER'S customer members.

11. TERM

The term of this agreement is for the period from July 1, 2018 through midnight June 30, 2019. This agreement will automatically be extended for additional one (1) year terms under the same identical terms and conditions as are set out herein. Any additional one year term will commence on a July 1st and end on a June 30th of the next calendar year unless either party gives written notice to the other one (1) year prior to the contract's next expiration date that the agreement will not be renewed.

12. TERMINATION

This Agreement shall terminate on the occurrence of any of the following:

- a. giving of the notice as provided in Section 11 above.
- b. the BUYER'S default in the payment of all or any amount billed by the SELLER for more than thirty (30) days or as provided in Section 8 above.

- c. the insolvency, assignment for the benefit of creditors or the filing of a petition in bankruptcy by or against BUYER.
- d. BUYERS default in the performance of any provision of this agreement where BUYER has been given notice and has not corrected the default within thirty (30) business days.
- e. A change in state or federal law (including regulations) that alters the terms of this agreement or that changes the rights or obligations of the parties.
- f. as elsewhere set out in this agreement.
- g. SELLER's City Council declares by a duly adopted resolution that the water being furnished under this Agreement is required by SELLER for its own use and the use of its inhabitants. The determination by the City Council of the SELLER shall be final and is not subject to appeal.

13. RULES AND REGULATIONS

If Buyer is required to construct improvements on Sellers side of the meter and meter box as required in paragraph 7, above or if buyer is required to extend a water main to a new meter location all improvements that will become property of Seller constructed by BUYER in the furtherance of this agreement shall conform to all applicable provisions of the Muskogee City Code, state statute and federal law.

14. TENANCIES

In the event that water service from the SELLER is terminated by either party, the BUYER agrees and covenants that it will release and discharge each, every and all tenancies or other right to use the property of the SELLER that may be granted to the BUYER to accomplish the purposes of this Agreement and will execute such written releases as may be required by the SELLER.

15. NO PROPERTY RIGHTS.

It is expressly understood and agreed by the parties that no provision of this Agreement is to be construed to grant to BUYER any property rights of any nature or kind whatsoever and particularly in SELLER'S water system or the waters stored therein.

16. NO THIRD PARTY BENEFICIARIES

This Agreement is solely between and for the benefit of the executing parties. No provision of this Agreement shall be construed to create third party beneficiaries or to create or establish rights or warranties expressly, implicitly or otherwise in favor of any individuals including but not limited to the customer members of the BUYER.

17. INDEMNITY

To the extent permitted by law, BUYER agrees to indemnify, defend and hold harmless the SELLER and any and all of its officers, employees and agents and representatives from any claims, obligations and liabilities resulting from the construction, maintenance, operation and existence of the taps, meter pits and meters, valves, necessary water lines, and any other improvement deemed necessary by the parties to carry out this agreement to the extent permitted by the Oklahoma Governmental Tort Claims Act.

To the extent permitted by law, BUYER agrees to indemnify, defend and hold harmless the SELLER and any and all of its officers, employees, agents and representatives from any claims, suits, lawsuits, damages or injuries or any type brought by BUYER'S customers or members due to the inability of SELLER to supply water or water pressure to the extent permitted by the Oklahoma Governmental Tort Claims Act.

Either party shall give the other party prompt and timely notice of any claim made arising out of this Agreement or the activities contemplated herein which in anyway, directly or indirectly, contingently or otherwise affects or might affect the other.

18. NOTICES

Notices shall be sent by first-class United States Mail postage prepaid, signed by the party giving such notice and addressed as follows:

To the SELLER City Manager
 City of Muskogee
 229 West Okmulgee
 Muskogee, OK 74401

To the BUYER Town Clerk
 Town of Haskell
 P.O. Box 9
 Haskell, OK 74436

19. AMENDMENT

No provision of this Agreement may be amended, waived or otherwise modified without the prior written consent of each party.

20. SURVIVAL

All promises, covenants, agreements, representations and warranties contained herein shall survive the execution and delivery and the subsequent termination of this Agreement and the transactions contemplated herein.

21. ENTIRE UNDERSTANDING

The Agreement contains the full, entire and integrated agreement, promises and understanding between the parties with respect to the covenants, promises and terms contained herein. No representations, warranties, provisions, covenants, agreements or understandings, whether written or oral and not contained herein or referred to shall be of any force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of _____, 2018.

THE CITY OF MUSKOGEE, OKLAHOMA
A municipal corporation,

JOHN R. COBURN, MAYOR

ATTEST:

TAMMY L. TRACY, CITY CLERK

APPROVED as to form and legality for the City of Muskogee this ____ day of _____, 2018.

ROY D. TUCKER, CITY ATTORNEY

TOWN OF HASKELL, OKLAHOMA
HASKELL PUBLIC WORKS AUTHORITY

MAYOR

ATTEST

TOWN CLERK

Jeffrey M. Stephens, Attorney for the Authority

WATER PURCHASE AGREEMENT

THIS AGREEMENT made and entered into this ___ day of____, 2018, by and between the City of Muskogee, Oklahoma, a municipal corporation, hereinafter called the "SELLER," and Muskogee Rural Water District #1 hereinafter called "BUYER", for the sale of treated water to the BUYER from the SELLER'S water supply system. The terms and conditions of this agreement supersede and replace any all prior agreements between the parties. This Agreement is in accordance with the provisions of 11 O.S. 2001, Section 22-104 and the Charter of SELLER.

WHEREAS, SELLER owns, operates and maintains a municipal water system and currently produces treated water surplus to the needs of the SELLER and its inhabitants; and

WHEREAS, the BUYER is currently purchasing buy treated water from the SELLER for resale to its current and future members and the current agreement does not allow for sufficient growth of BUYER'S system; and

WHEREAS, the SELLER is willing to sell treated water to the BUYER for the limited purpose of such resale to BUYER'S members; and

WHEREAS, SELLER has treated water and possesses authority to sell the same outside the corporate limits as provided in 11 O.S., Section 22-104 and the Charter of the SELLER; and

WHEREAS, the SELLER'S entire water supply and delivery system is an important factor in SELLER'S ability to supply treated water to BUYER; and

WHEREAS, the SELLER'S entire water supply and delivery system is an important factor in SELLER'S ability to promote economic development for its citizens;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties hereto, it is mutually agreed by and between the SELLER and BUYER as follows:

1. CONDITIONS OF SALE

SELLER will sell and BUYER will buy treated water from SELLER's water supply system in accordance with the terms and provisions of this Agreement and the Muskogee City Code, as now in existence or as hereafter amended. When the phrase Muskogee City Code is used in this agreement it shall include "as now in existence or as hereafter amended" without repeating it each time.

2. MONTHLY SUPPLY/OVERAGE

The maximum monthly supply of water furnished shall meet the reasonable requirements of BUYER which is as follows:

In Gallons per Month/Cubic Feet per Month/Units per Month

<u>Maximum/Month</u>	
7,999,668	gallons
1,069,400	cubic feet
10,694	units

Any amount used in excess of the amount shown in the column Maximum/Month in "units" will be considered as usage in excess of the BUYER'S allocation and will be billed at the established rate for excess usage set out in Section 5 of this agreement.

3. USAGE

The water purchased by the BUYER will be used exclusively for agricultural (watering of stock and not for irrigation other than a domestic garden), domestic residential and for those commercial customers being served by SELLER the effective date of this agreement. The use of such water shall be restricted similarly to the use of water within the corporate limits of the City of Muskogee in the following zoning districts; single family residential district (B), urban estate residential district (B-1A), offices and personal services district (E), local commercial district (E-1) and agricultural district (A) except that the uses described in Section 90-805 (4) a and b shall not be permitted. The above zoning district references are found in Chapter 90 of the Muskogee City Code, and the conditions shall be in effect during the term of this contract or any extensions thereof.

4. TEMPORARY RESTRICTIONS

The SELLER shall take such action as is reasonably necessary to furnish BUYER treated water. As set out in Section 82-206 of the Muskogee City Code the quantity of water is not and cannot be guaranteed. Temporary or partial failure to deliver water shall be remedied as soon as reasonably possible.

In the event of an extended shortage of water, whether caused by equipment failure or an inadequate supply of raw (untreated) water, the water supplied to BUYER shall be reduced or diminished in the same proportion as the supply to the SELLER'S other customers located outside of SELLER'S city limits, unless the cause is a failure of the water main serving BUYER. If such an event is isolated to the SELLER'S ability to supply only the BUYER, SELLER shall take such actions as are reasonably necessary to remedy the cause of such shortage unless the failure is on BUYER'S side of the master meter in which event the repairs to said line are the responsibility of the BUYER.

In the event the SELLER announces emergency water rationing and a water use restriction policy for SELLER'S other customers outside the SELLER'S city limits the same restrictions shall apply to BUYER. The BUYER shall enforce the rationing and use restriction rules among its customers. NONCOMPLIANCE by the BUYER of this provision constitutes cause for SELLER to suspend or reduce delivery of water to BUYER. REPEATED violation of this provision shall be cause for SELLER to immediately terminate this agreement without notice.

5. TERMS OF SALE

A. BASE RATE. BUYER will pay to SELLER an amount for all treated water furnished by SELLER delivered by SELLER to BUYER'S connections (point of delivery) at the rate set out in appendix A of the Muskogee City Code.

B. EXCESS USAGE RATE. BUYER will pay to SELLER two times the amount of the "BASE RATE" (2 x base rate) per one hundred cubic feet of water usage over the MAXIMUM/MONTH usage which is 7,999,668 gallons or converted to units 10,694 units.

C. The SELLER at its sole discretion may adjust its rates at the same time that it adjusts its rates for its other customers located outside the city limits of SELLER. SELLER shall provide BUYER with a minimum of thirty (30) days notice before the effective date of the rate adjustment.

6. EASEMENTS AND RIGHT-OF-WAY

Prior to the effective date of this agreement BUYER and SELLER had in force and effect one or more agreements for the sale of potable water to BUYER. If additional connections to SELLER'S system are desired by BUYER, BUYER, at its own cost and expense, shall construct any necessary water line from SELLER'S system to SELLER'S city limits and said water line shall be constructed in accordance with Muskogee City Code. If an additional meter is required it shall be placed as set out in City Council Policy 8-1 at the SELLER'S City Limits. The BUYER shall pay SELLER all required tapping fees as required by the Muskogee City Code. If additional right-of-way or easements are required BUYER will, at BUYER'S expense, obtain and file of record, all additional right-of-way or easements. If said right-of-way or easements are located within the city limits of SELLER, BUYER shall dedicate such right-of-way or easements to the SELLER.

7. METERS AND METERING

Water delivered to the BUYER shall be metered in accordance with the provisions of the Muskogee City Code. BUYER shall install and maintain an approved preventive backflow device to eliminate any possibility of the BUYER'S system contaminating the SELLER'S water supply system. The tap, meter box, and backflow device shall be installed, at the BUYER'S expense, by a qualified plumber, licensed in the State of

Oklahoma, in accordance with the Muskogee City Code and inspected by the SELLER. The BUYER shall pay applicable charges for the water meter to the SELLER in accordance with the Muskogee City Code and said meter will be installed by the SELLER. The meter(s) shall be the property of the SELLER.

SELLER makes no representation to the satisfactory pressure and flow at the point of connection.

The meter(s) shall be read by the SELLER on a monthly basis. The SELLER shall submit a written statement of the monthly water charges to the BUYER. In the event a meter becomes defective or inoperable, a reasonable estimate of the water consumed will be made by SELLER. The estimated amount of water furnished, during the billing period during which the meter fails to register, will be deemed to be the greater of the amount of water delivered in the previous month or the corresponding month of the previous year. A statement based on this estimate will be accepted and paid by the BUYER.

8. PAYMENT

SELLER will bill the BUYER on or about the first business day of each month. The bill will set out the amount of water delivered to BUYER during the preceding billing period and the amount owed by the BUYER for that billing period. The Buyer shall pay the bill no later than the due date. Late payments shall bear an interest rate of ten percent (10%) per annum.

SELLER reserves the right to suspend or to terminate the delivery of water for nonpayment on the same terms that the SELLER applies to other customers. The suspension of water service shall be effective until BUYER pays all charges, interest, penalties and fees. Repeated failure of BUYER to pay the bill within the applicable time limit shall be cause to terminate the agreement.

9. CUSTOMERS AND SERVICE TERRITORY

BUYER agrees that BUYER shall not permit any other person or entity to connect to or obtain any water from the water system covered under this Agreement except BUYER'S customer members, see paragraph 3 above for restrictions. BUYER agrees not to sell any treated water to any bulk water user, town, city, private water association or water district. Violation of this provision shall cause the SELLER to immediately terminate the sale of water to BUYER without notice, and SELLER shall prepare statement for water used, and payment shall be made in compliance with Section 8, above. BUYER'S service territory is that territory approved by the Muskogee County Commissioners, the existing territory of Muskogee County Rural Water District # 10 as Shown on Exhibit A, attached hereto.

BUYER agrees that it will not serve or assert any exclusive right to serve any customer or territory, other than new customers of BUYER within the territory described in the above paragraph. If the Buyer does not have the present ability to serve all water

service needs of any new customer, including water requirements for fire protection and fire suppression and any reasonably anticipated future water service needs of its current water customers and territory Buyer shall negotiate the service of the new customer with the Seller which may include allowing the Seller to serve the new customer within the Buyer's territory. As used herein "present ability to serve" means that BUYER'S distribution system is in place and BUYER has sufficient water both by volume and pressure to provide the needs of the new customer which may include fire suppression requirements meeting the minimum standards of the Oklahoma Department of Environmental Quality.

BUYER agrees that it will not sell water, from whatever source obtained, to additional residential users, new or existing subdivisions, mobile home courts, other similar high-density developments, commercial or industrial users that are not located within BUYER'S approved service area as shown on exhibit A attached hereto and in existence at the time of executing this agreement.

BUYER agrees not to annex into its district territory any part of an area bounded by an area extending two (2) miles beyond the existing corporate limits of the SELLER except those areas currently within Buyers district territory .

10. ASSIGNMENT

The rights and privileges granted by the terms of this Agreement are not assignable by either party. In the event of any occurrence rendering the BUYER incapable of performing under this agreement any successor to BUYER shall be required to enter into a new agreement with SELLER within ninety days (90) of assuming SELLER'S customer members.

11. TERM

The term of this agreement is for the period from the date of execution through midnight June 30, 2019. This agreement will automatically be extended for additional one (1) year terms under the same identical terms and conditions as are set out herein. Any additional one year term will commence on a July 1st and end on a June 30th of the next calendar year unless either party gives written notice to the other one hundred eighty days (180) prior to the contracts next expiration date that the agreement will not be renewed.

12. TERMINATION

This Agreement shall terminate on the occurrence of any of the following:

- a. giving of the notice as provided in Section 11 above.
- b. the BUYER'S default in the payment of all or any amount billed by the SELLER for more than thirty (30) days or as provided in Section 8 above.
- c. the insolvency, assignment for the benefit of creditors or the filing of a petition in bankruptcy by or against BUYER.

- d. BUYERS default in the performance of any provision of this agreement where BUYER has been given notice and has not corrected the default within 10 business days.
- e. A change in state or federal law (including regulations) that alters the terms of this agreement or that changes the rights or obligations of the parties.
- f. as elsewhere set out in this agreement.
- g. SELLER's City Council declares by a duly adopted resolution that the water being furnished under this Agreement is required by SELLER for its own use and the use of its inhabitants. The determination by the City Council of the SELLER shall be final and is not subject to appeal.

13. RULES AND REGULATIONS

All improvements constructed by BUYER in the furtherance of this agreement shall conform to all applicable provisions of the Muskogee City Code, state statute and federal law.

14. TENANCIES

In the event that water service from the SELLER is terminated by either party, the BUYER agrees and covenants that it will release and discharge each, every and all tenancies or other right to use the property of the SELLER that may be granted to the BUYER to accomplish the purposes of this Agreement and will execute such written releases as may be required by the SELLER.

15. NO PROPERTY RIGHTS.

It is expressly understood and agreed by the parties that no provision of this Agreement is to be construed to grant to BUYER any property rights of any nature or kind whatsoever and particularly in SELLER'S water system or the waters stored therein.

16. NO THIRD PARTY BENEFICIARIES

This Agreement is solely between and for the benefit of the executing parties. No provision of this Agreement shall be construed to create third party beneficiaries or to create or establish rights or warranties expressly, implicitly or otherwise in favor of any individuals including but not limited to the customer members of the BUYER.

17. INDEMNITY

BUYER agrees to indemnify, defend and hold harmless the SELLER and any and all of its officers, employees and agents and representatives from any claims, obligations and liabilities resulting from the construction, maintenance, operation and existence of the taps, meter pits and meters, valves, necessary water lines, and any other improvement deemed necessary by the parties to carry out this agreement.

BUYER agrees to indemnify, defend and hold harmless the SELLER and any and all of its officers, employees, agents and representatives from any claims, suits, lawsuits, damages or injuries or any type brought by BUYER'S customers or members due to the inability of SELLER to supply water or water pressure.

Either party shall give the other party prompt and timely notice of any claim made arising out of this Agreement or the activities contemplated herein which in anyway, directly or indirectly, contingently or otherwise affects or might affect the other.

18. NOTICES

Notices shall be sent by first-class United States Mail postage prepaid, signed by the party giving such notice and addressed as follows:

To the SELLER City Manager
 City of Muskogee
 229 West Okmulgee
 Muskogee, OK 74401

To the BUYER Muskogee County Rural Water District #1
 P.O. Box 156
 Oktaha, OK 74450

19. AMENDMENT

No provision of this Agreement may be amended, waived or otherwise modified without the prior written consent of each party.

20. SURVIVAL

All promises, covenants, agreements, representations and warranties contained herein shall survive the execution and delivery and the subsequent termination of this Agreement and the transactions contemplated herein.

21. ENTIRE UNDERSTANDING

The Agreement contains the full, entire and integrated agreement, promises and understanding between the parties with respect to the covenants, promises and terms contained herein. No representations, warranties, provisions, covenants, agreements or understandings, whether written or oral and not contained herein or referred to shall be of any force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of _____, 2018.

THE CITY OF MUSKOGEE, OKLAHOMA
A municipal corporation,

JOHN R. COBURN, MAYOR

ATTEST:

TAMMY L. TRACY, CITY CLERK

APPROVED as to form and legality for the City of Muskogee this ____ day of _____, 2018.

ROY D. TUCKER, City Attorney

Muskogee County Rural Water District #1

CHAIRMAN

SECRETARY

WATER PURCHASE AGREEMENT

THIS AGREEMENT made and entered into this ___ day of____, 2018, by and between the City of Muskogee, Oklahoma, a municipal corporation, hereinafter called the "SELLER," and Muskogee Rural Water District #1 hereinafter called "BUYER", for the sale of treated water to the BUYER from the SELLER'S water supply system. The terms and conditions of this agreement supersede and replace any all prior agreements between the parties. This Agreement is in accordance with the provisions of 11 O.S. 2001, Section 22-104 and the Charter of SELLER.

WHEREAS, SELLER owns, operates and maintains a municipal water system and currently produces treated water surplus to the needs of the SELLER and its inhabitants; and

WHEREAS, the BUYER is currently purchasing buy treated water from the SELLER for resale to its current and future members and the current agreement does not allow for sufficient growth of BUYER'S system; and

WHEREAS, the SELLER is willing to sell treated water to the BUYER for the limited purpose of such resale to BUYER'S members; and

WHEREAS, SELLER has treated water and possesses authority to sell the same outside the corporate limits as provided in 11 O.S., Section 22-104 and the Charter of the SELLER; and

WHEREAS, the SELLER'S entire water supply and delivery system is an important factor in SELLER'S ability to supply treated water to BUYER; and

WHEREAS, the SELLER'S entire water supply and delivery system is an important factor in SELLER'S ability to promote economic development for its citizens;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties hereto, it is mutually agreed by and between the SELLER and BUYER as follows:

1. CONDITIONS OF SALE

SELLER will sell and BUYER will buy treated water from SELLER's water supply system in accordance with the terms and provisions of this Agreement and the Muskogee City Code, as now in existence or as hereafter amended. When the phrase Muskogee City Code is used in this agreement it shall include "as now in existence or as hereafter amended" without repeating it each time.

2. MONTHLY SUPPLY/OVERAGE

The maximum monthly supply of water furnished shall meet the reasonable requirements of BUYER which is as follows:

In Gallons per Month/Cubic Feet per Month/Units per Month

<u>Maximum/Month</u>	
7,999,668	gallons
1,069,400	cubic feet
10,694	units

Any amount used in excess of the amount shown in the column Maximum/Month in "units" will be considered as usage in excess of the BUYER'S allocation and will be billed at the established rate for excess usage set out in Section 5 of this agreement.

3. USAGE

The water purchased by the BUYER will be used exclusively for agricultural (watering of stock and not for irrigation other than a domestic garden), domestic residential and for those commercial customers being served by SELLER the effective date of this agreement. The use of such water shall be restricted similarly to the use of water within the corporate limits of the City of Muskogee in the following zoning districts; single family residential district (B), urban estate residential district (B-1A), offices and personal services district (E), local commercial district (E-1) and agricultural district (A) except that the uses described in Section 90-805 (4) a and b shall not be permitted. The above zoning district references are found in Chapter 90 of the Muskogee City Code, and the conditions shall be in effect during the term of this contract or any extensions thereof.

4. TEMPORARY RESTRICTIONS

The SELLER shall take such action as is reasonably necessary to furnish BUYER treated water. As set out in Section 82-206 of the Muskogee City Code the quantity of water is not and cannot be guaranteed. Temporary or partial failure to deliver water shall be remedied as soon as reasonably possible.

In the event of an extended shortage of water, whether caused by equipment failure or an inadequate supply of raw (untreated) water, the water supplied to BUYER shall be reduced or diminished in the same proportion as the supply to the SELLER'S other customers located outside of SELLER'S city limits, unless the cause is a failure of the water main serving BUYER. If such an event is isolated to the SELLER'S ability to supply only the BUYER, SELLER shall take such actions as are reasonably necessary to remedy the cause of such shortage unless the failure is on BUYER'S side of the master meter in which event the repairs to said line are the responsibility of the BUYER.

In the event the SELLER announces emergency water rationing and a water use restriction policy for SELLER'S other customers outside the SELLER'S city limits the same restrictions shall apply to BUYER. The BUYER shall enforce the rationing and use restriction rules among its customers. NONCOMPLIANCE by the BUYER of this provision constitutes cause for SELLER to suspend or reduce delivery of water to BUYER. REPEATED violation of this provision shall be cause for SELLER to immediately terminate this agreement without notice.

5. TERMS OF SALE

A. BASE RATE. BUYER will pay to SELLER an amount for all treated water furnished by SELLER delivered by SELLER to BUYER'S connections (point of delivery) at the rate set out in appendix A of the Muskogee City Code.

B. EXCESS USAGE RATE. BUYER will pay to SELLER two times the amount of the "BASE RATE" (2 x base rate) per one hundred cubic feet of water usage over the MAXIMUM/MONTH usage which is 7,999,668 gallons or converted to units 10,694 units.

C. The SELLER at its sole discretion may adjust its rates at the same time that it adjusts its rates for its other customers located outside the city limits of SELLER. SELLER shall provide BUYER with a minimum of thirty (30) days notice before the effective date of the rate adjustment.

6. EASEMENTS AND RIGHT-OF-WAY

Prior to the effective date of this agreement BUYER and SELLER had in force and effect one or more agreements for the sale of potable water to BUYER. If additional connections to SELLER'S system are desired by BUYER, BUYER, at its own cost and expense, shall construct any necessary water line from SELLER'S system to SELLER'S city limits and said water line shall be constructed in accordance with Muskogee City Code. If an additional meter is required it shall be placed as set out in City Council Policy 8-1 at the SELLER'S City Limits. The BUYER shall pay SELLER all required tapping fees as required by the Muskogee City Code. If additional right-of-way or easements are required BUYER will, at BUYER'S expense, obtain and file of record, all additional right-of-way or easements. If said right-of-way or easements are located within the city limits of SELLER, BUYER shall dedicate such right-of-way or easements to the SELLER.

7. METERS AND METERING

Water delivered to the BUYER shall be metered in accordance with the provisions of the Muskogee City Code. BUYER shall install and maintain an approved preventive backflow device to eliminate any possibility of the BUYER'S system contaminating the SELLER'S water supply system. The tap, meter box, and backflow device shall be installed, at the BUYER'S expense, by a qualified plumber, licensed in the State of

Oklahoma, in accordance with the Muskogee City Code and inspected by the SELLER. The BUYER shall pay applicable charges for the water meter to the SELLER in accordance with the Muskogee City Code and said meter will be installed by the SELLER. The meter(s) shall be the property of the SELLER.

SELLER makes no representation to the satisfactory pressure and flow at the point of connection.

The meter(s) shall be read by the SELLER on a monthly basis. The SELLER shall submit a written statement of the monthly water charges to the BUYER. In the event a meter becomes defective or inoperable, a reasonable estimate of the water consumed will be made by SELLER. The estimated amount of water furnished, during the billing period during which the meter fails to register, will be deemed to be the greater of the amount of water delivered in the previous month or the corresponding month of the previous year. A statement based on this estimate will be accepted and paid by the BUYER.

8. PAYMENT

SELLER will bill the BUYER on or about the first business day of each month. The bill will set out the amount of water delivered to BUYER during the preceding billing period and the amount owed by the BUYER for that billing period. The Buyer shall pay the bill no later than the due date. Late payments shall bear an interest rate of ten percent (10%) per annum.

SELLER reserves the right to suspend or to terminate the delivery of water for nonpayment on the same terms that the SELLER applies to other customers. The suspension of water service shall be effective until BUYER pays all charges, interest, penalties and fees. Repeated failure of BUYER to pay the bill within the applicable time limit shall be cause to terminate the agreement.

9. CUSTOMERS AND SERVICE TERRITORY

BUYER agrees that BUYER shall not permit any other person or entity to connect to or obtain any water from the water system covered under this Agreement except BUYER'S customer members, see paragraph 3 above for restrictions. BUYER agrees not to sell any treated water to any bulk water user, town, city, private water association or water district. Violation of this provision shall cause the SELLER to immediately terminate the sale of water to BUYER without notice, and SELLER shall prepare statement for water used, and payment shall be made in compliance with Section 8, above. BUYER'S service territory is that territory approved by the Muskogee County Commissioners, the existing territory of Muskogee County Rural Water District # 10 as Shown on Exhibit A, attached hereto.

BUYER agrees that it will not serve or assert any exclusive right to serve any customer or territory, other than new customers of BUYER within the territory described in the above paragraph. If the Buyer does not have the present ability to serve all water

service needs of any new customer, including water requirements for fire protection and fire suppression and any reasonably anticipated future water service needs of its current water customers and territory Buyer shall negotiate the service of the new customer with the Seller which may include allowing the Seller to serve the new customer within the Buyer's territory. As used herein "present ability to serve" means that BUYER'S distribution system is in place and BUYER has sufficient water both by volume and pressure to provide the needs of the new customer which may include fire suppression requirements meeting the minimum standards of the Oklahoma Department of Environmental Quality.

BUYER agrees that it will not sell water, from whatever source obtained, to additional residential users, new or existing subdivisions, mobile home courts, other similar high-density developments, commercial or industrial users that are not located within BUYER'S approved service area as shown on exhibit A attached hereto and in existence at the time of executing this agreement.

BUYER agrees not to annex into its district territory any part of an area bounded by an area extending two (2) miles beyond the existing corporate limits of the SELLER except those areas currently within Buyers district territory .

10. ASSIGNMENT

The rights and privileges granted by the terms of this Agreement are not assignable by either party. In the event of any occurrence rendering the BUYER incapable of performing under this agreement any successor to BUYER shall be required to enter into a new agreement with SELLER within ninety days (90) of assuming SELLER'S customer members.

11. TERM

The term of this agreement is for the period from the date of execution through midnight June 30, 2019. This agreement will automatically be extended for additional one (1) year terms under the same identical terms and conditions as are set out herein. Any additional one year term will commence on a July 1st and end on a June 30th of the next calendar year unless either party gives written notice to the other one hundred eighty days (180) prior to the contracts next expiration date that the agreement will not be renewed.

12. TERMINATION

This Agreement shall terminate on the occurrence of any of the following:

- a. giving of the notice as provided in Section 11 above.
- b. the BUYER'S default in the payment of all or any amount billed by the SELLER for more than thirty (30) days or as provided in Section 8 above.
- c. the insolvency, assignment for the benefit of creditors or the filing of a petition in bankruptcy by or against BUYER.

- d. BUYERS default in the performance of any provision of this agreement where BUYER has been given notice and has not corrected the default within 10 business days.
- e. A change in state or federal law (including regulations) that alters the terms of this agreement or that changes the rights or obligations of the parties.
- f. as elsewhere set out in this agreement.
- g. SELLER's City Council declares by a duly adopted resolution that the water being furnished under this Agreement is required by SELLER for its own use and the use of its inhabitants. The determination by the City Council of the SELLER shall be final and is not subject to appeal.

13. RULES AND REGULATIONS

All improvements constructed by BUYER in the furtherance of this agreement shall conform to all applicable provisions of the Muskogee City Code, state statute and federal law.

14. TENANCIES

In the event that water service from the SELLER is terminated by either party, the BUYER agrees and covenants that it will release and discharge each, every and all tenancies or other right to use the property of the SELLER that may be granted to the BUYER to accomplish the purposes of this Agreement and will execute such written releases as may be required by the SELLER.

15. NO PROPERTY RIGHTS.

It is expressly understood and agreed by the parties that no provision of this Agreement is to be construed to grant to BUYER any property rights of any nature or kind whatsoever and particularly in SELLER'S water system or the waters stored therein.

16. NO THIRD PARTY BENEFICIARIES

This Agreement is solely between and for the benefit of the executing parties. No provision of this Agreement shall be construed to create third party beneficiaries or to create or establish rights or warranties expressly, implicitly or otherwise in favor of any individuals including but not limited to the customer members of the BUYER.

17. INDEMNITY

BUYER agrees to indemnify, defend and hold harmless the SELLER and any and all of its officers, employees and agents and representatives from any claims, obligations and liabilities resulting from the construction, maintenance, operation and existence of the taps, meter pits and meters, valves, necessary water lines, and any other improvement deemed necessary by the parties to carry out this agreement.

BUYER agrees to indemnify, defend and hold harmless the SELLER and any and all of its officers, employees, agents and representatives from any claims, suits, lawsuits, damages or injuries or any type brought by BUYER'S customers or members due to the inability of SELLER to supply water or water pressure.

Either party shall give the other party prompt and timely notice of any claim made arising out of this Agreement or the activities contemplated herein which in anyway, directly or indirectly, contingently or otherwise affects or might affect the other.

18. NOTICES

Notices shall be sent by first-class United States Mail postage prepaid, signed by the party giving such notice and addressed as follows:

To the SELLER City Manager
 City of Muskogee
 229 West Okmulgee
 Muskogee, OK 74401

To the BUYER Muskogee County Rural Water District #1
 P.O. Box 156
 Oktaha, OK 74450

19. AMENDMENT

No provision of this Agreement may be amended, waived or otherwise modified without the prior written consent of each party.

20. SURVIVAL

All promises, covenants, agreements, representations and warranties contained herein shall survive the execution and delivery and the subsequent termination of this Agreement and the transactions contemplated herein.

21. ENTIRE UNDERSTANDING

The Agreement contains the full, entire and integrated agreement, promises and understanding between the parties with respect to the covenants, promises and terms contained herein. No representations, warranties, provisions, covenants, agreements or understandings, whether written or oral and not contained herein or referred to shall be of any force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of _____, 2018.

THE CITY OF MUSKOGEE, OKLAHOMA
A municipal corporation,

JOHN R. COBURN, MAYOR

ATTEST:

TAMMY L. TRACY, CITY CLERK

APPROVED as to form and legality for the City of Muskogee this ____ day of _____, 2018.

ROY D. TUCKER, City Attorney

Muskogee County Rural Water District #1

CHAIRMAN

SECRETARY

WATER PURCHASE AGREEMENT

THIS AGREEMENT made and entered into this ___ day of____, 2018, by and between the City of Muskogee, Oklahoma, a municipal corporation, hereinafter called the "SELLER," and Muskogee Rural Water District #1 hereinafter called "BUYER", for the sale of treated water to the BUYER from the SELLER'S water supply system. The terms and conditions of this agreement supersede and replace any all prior agreements between the parties. This Agreement is in accordance with the provisions of 11 O.S. 2001, Section 22-104 and the Charter of SELLER.

WHEREAS, SELLER owns, operates and maintains a municipal water system and currently produces treated water surplus to the needs of the SELLER and its inhabitants; and

WHEREAS, the BUYER is currently purchasing buy treated water from the SELLER for resale to its current and future members and the current agreement does not allow for sufficient growth of BUYER'S system; and

WHEREAS, the SELLER is willing to sell treated water to the BUYER for the limited purpose of such resale to BUYER'S members; and

WHEREAS, SELLER has treated water and possesses authority to sell the same outside the corporate limits as provided in 11 O.S., Section 22-104 and the Charter of the SELLER; and

WHEREAS, the SELLER'S entire water supply and delivery system is an important factor in SELLER'S ability to supply treated water to BUYER; and

WHEREAS, the SELLER'S entire water supply and delivery system is an important factor in SELLER'S ability to promote economic development for its citizens;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties hereto, it is mutually agreed by and between the SELLER and BUYER as follows:

1. CONDITIONS OF SALE

SELLER will sell and BUYER will buy treated water from SELLER's water supply system in accordance with the terms and provisions of this Agreement and the Muskogee City Code, as now in existence or as hereafter amended. When the phrase Muskogee City Code is used in this agreement it shall include "as now in existence or as hereafter amended" without repeating it each time.

2. MONTHLY SUPPLY/OVERAGE

The maximum monthly supply of water furnished shall meet the reasonable requirements of BUYER which is as follows:

In Gallons per Month/Cubic Feet per Month/Units per Month

<u>Maximum/Month</u>	
7,999,668	gallons
1,069,400	cubic feet
10,694	units

Any amount used in excess of the amount shown in the column Maximum/Month in "units" will be considered as usage in excess of the BUYER'S allocation and will be billed at the established rate for excess usage set out in Section 5 of this agreement.

3. USAGE

The water purchased by the BUYER will be used exclusively for agricultural (watering of stock and not for irrigation other than a domestic garden), domestic residential and for those commercial customers being served by SELLER the effective date of this agreement. The use of such water shall be restricted similarly to the use of water within the corporate limits of the City of Muskogee in the following zoning districts; single family residential district (B), urban estate residential district (B-1A), offices and personal services district (E), local commercial district (E-1) and agricultural district (A) except that the uses described in Section 90-805 (4) a and b shall not be permitted. The above zoning district references are found in Chapter 90 of the Muskogee City Code, and the conditions shall be in effect during the term of this contract or any extensions thereof.

4. TEMPORARY RESTRICTIONS

The SELLER shall take such action as is reasonably necessary to furnish BUYER treated water. As set out in Section 82-206 of the Muskogee City Code the quantity of water is not and cannot be guaranteed. Temporary or partial failure to deliver water shall be remedied as soon as reasonably possible.

In the event of an extended shortage of water, whether caused by equipment failure or an inadequate supply of raw (untreated) water, the water supplied to BUYER shall be reduced or diminished in the same proportion as the supply to the SELLER'S other customers located outside of SELLER'S city limits, unless the cause is a failure of the water main serving BUYER. If such an event is isolated to the SELLER'S ability to supply only the BUYER, SELLER shall take such actions as are reasonably necessary to remedy the cause of such shortage unless the failure is on BUYER'S side of the master meter in which event the repairs to said line are the responsibility of the BUYER.

In the event the SELLER announces emergency water rationing and a water use restriction policy for SELLER'S other customers outside the SELLER'S city limits the same restrictions shall apply to BUYER. The BUYER shall enforce the rationing and use restriction rules among its customers. NONCOMPLIANCE by the BUYER of this provision constitutes cause for SELLER to suspend or reduce delivery of water to BUYER. REPEATED violation of this provision shall be cause for SELLER to immediately terminate this agreement without notice.

5. TERMS OF SALE

A. BASE RATE. BUYER will pay to SELLER an amount for all treated water furnished by SELLER delivered by SELLER to BUYER'S connections (point of delivery) at the rate set out in appendix A of the Muskogee City Code.

B. EXCESS USAGE RATE. BUYER will pay to SELLER two times the amount of the "BASE RATE" (2 x base rate) per one hundred cubic feet of water usage over the MAXIMUM/MONTH usage which is 7,999,668 gallons or converted to units 10,694 units.

C. The SELLER at its sole discretion may adjust its rates at the same time that it adjusts its rates for its other customers located outside the city limits of SELLER. SELLER shall provide BUYER with a minimum of thirty (30) days notice before the effective date of the rate adjustment.

6. EASEMENTS AND RIGHT-OF-WAY

Prior to the effective date of this agreement BUYER and SELLER had in force and effect one or more agreements for the sale of potable water to BUYER. If additional connections to SELLER'S system are desired by BUYER, BUYER, at its own cost and expense, shall construct any necessary water line from SELLER'S system to SELLER'S city limits and said water line shall be constructed in accordance with Muskogee City Code. If an additional meter is required it shall be placed as set out in City Council Policy 8-1 at the SELLER'S City Limits. The BUYER shall pay SELLER all required tapping fees as required by the Muskogee City Code. If additional right-of-way or easements are required BUYER will, at BUYER'S expense, obtain and file of record, all additional right-of-way or easements. If said right-of-way or easements are located within the city limits of SELLER, BUYER shall dedicate such right-of-way or easements to the SELLER.

7. METERS AND METERING

Water delivered to the BUYER shall be metered in accordance with the provisions of the Muskogee City Code. BUYER shall install and maintain an approved preventive backflow device to eliminate any possibility of the BUYER'S system contaminating the SELLER'S water supply system. The tap, meter box, and backflow device shall be installed, at the BUYER'S expense, by a qualified plumber, licensed in the State of

Oklahoma, in accordance with the Muskogee City Code and inspected by the SELLER. The BUYER shall pay applicable charges for the water meter to the SELLER in accordance with the Muskogee City Code and said meter will be installed by the SELLER. The meter(s) shall be the property of the SELLER.

SELLER makes no representation to the satisfactory pressure and flow at the point of connection.

The meter(s) shall be read by the SELLER on a monthly basis. The SELLER shall submit a written statement of the monthly water charges to the BUYER. In the event a meter becomes defective or inoperable, a reasonable estimate of the water consumed will be made by SELLER. The estimated amount of water furnished, during the billing period during which the meter fails to register, will be deemed to be the greater of the amount of water delivered in the previous month or the corresponding month of the previous year. A statement based on this estimate will be accepted and paid by the BUYER.

8. PAYMENT

SELLER will bill the BUYER on or about the first business day of each month. The bill will set out the amount of water delivered to BUYER during the preceding billing period and the amount owed by the BUYER for that billing period. The Buyer shall pay the bill no later than the due date. Late payments shall bear an interest rate of ten percent (10%) per annum.

SELLER reserves the right to suspend or to terminate the delivery of water for nonpayment on the same terms that the SELLER applies to other customers. The suspension of water service shall be effective until BUYER pays all charges, interest, penalties and fees. Repeated failure of BUYER to pay the bill within the applicable time limit shall be cause to terminate the agreement.

9. CUSTOMERS AND SERVICE TERRITORY

BUYER agrees that BUYER shall not permit any other person or entity to connect to or obtain any water from the water system covered under this Agreement except BUYER'S customer members, see paragraph 3 above for restrictions. BUYER agrees not to sell any treated water to any bulk water user, town, city, private water association or water district. Violation of this provision shall cause the SELLER to immediately terminate the sale of water to BUYER without notice, and SELLER shall prepare statement for water used, and payment shall be made in compliance with Section 8, above. BUYER'S service territory is that territory approved by the Muskogee County Commissioners, the existing territory of Muskogee County Rural Water District # 10 as Shown on Exhibit A, attached hereto.

BUYER agrees that it will not serve or assert any exclusive right to serve any customer or territory, other than new customers of BUYER within the territory described in the above paragraph. If the Buyer does not have the present ability to serve all water

service needs of any new customer, including water requirements for fire protection and fire suppression and any reasonably anticipated future water service needs of its current water customers and territory Buyer shall negotiate the service of the new customer with the Seller which may include allowing the Seller to serve the new customer within the Buyer's territory. As used herein "present ability to serve" means that BUYER'S distribution system is in place and BUYER has sufficient water both by volume and pressure to provide the needs of the new customer which may include fire suppression requirements meeting the minimum standards of the Oklahoma Department of Environmental Quality.

BUYER agrees that it will not sell water, from whatever source obtained, to additional residential users, new or existing subdivisions, mobile home courts, other similar high-density developments, commercial or industrial users that are not located within BUYER'S approved service area as shown on exhibit A attached hereto and in existence at the time of executing this agreement.

BUYER agrees not to annex into its district territory any part of an area bounded by an area extending two (2) miles beyond the existing corporate limits of the SELLER except those areas currently within Buyers district territory .

10. ASSIGNMENT

The rights and privileges granted by the terms of this Agreement are not assignable by either party. In the event of any occurrence rendering the BUYER incapable of performing under this agreement any successor to BUYER shall be required to enter into a new agreement with SELLER within ninety days (90) of assuming SELLER'S customer members.

11. TERM

The term of this agreement is for the period from the date of execution through midnight June 30, 2019. This agreement will automatically be extended for additional one (1) year terms under the same identical terms and conditions as are set out herein. Any additional one year term will commence on a July 1st and end on a June 30th of the next calendar year unless either party gives written notice to the other one hundred eighty days (180) prior to the contracts next expiration date that the agreement will not be renewed.

12. TERMINATION

This Agreement shall terminate on the occurrence of any of the following:

- a. giving of the notice as provided in Section 11 above.
- b. the BUYER'S default in the payment of all or any amount billed by the SELLER for more than thirty (30) days or as provided in Section 8 above.
- c. the insolvency, assignment for the benefit of creditors or the filing of a petition in bankruptcy by or against BUYER.

- d. BUYERS default in the performance of any provision of this agreement where BUYER has been given notice and has not corrected the default within 10 business days.
- e. A change in state or federal law (including regulations) that alters the terms of this agreement or that changes the rights or obligations of the parties.
- f. as elsewhere set out in this agreement.
- g. SELLER's City Council declares by a duly adopted resolution that the water being furnished under this Agreement is required by SELLER for its own use and the use of its inhabitants. The determination by the City Council of the SELLER shall be final and is not subject to appeal.

13. RULES AND REGULATIONS

All improvements constructed by BUYER in the furtherance of this agreement shall conform to all applicable provisions of the Muskogee City Code, state statute and federal law.

14. TENANCIES

In the event that water service from the SELLER is terminated by either party, the BUYER agrees and covenants that it will release and discharge each, every and all tenancies or other right to use the property of the SELLER that may be granted to the BUYER to accomplish the purposes of this Agreement and will execute such written releases as may be required by the SELLER.

15. NO PROPERTY RIGHTS.

It is expressly understood and agreed by the parties that no provision of this Agreement is to be construed to grant to BUYER any property rights of any nature or kind whatsoever and particularly in SELLER'S water system or the waters stored therein.

16. NO THIRD PARTY BENEFICIARIES

This Agreement is solely between and for the benefit of the executing parties. No provision of this Agreement shall be construed to create third party beneficiaries or to create or establish rights or warranties expressly, implicitly or otherwise in favor of any individuals including but not limited to the customer members of the BUYER.

17. INDEMNITY

BUYER agrees to indemnify, defend and hold harmless the SELLER and any and all of its officers, employees and agents and representatives from any claims, obligations and liabilities resulting from the construction, maintenance, operation and existence of the taps, meter pits and meters, valves, necessary water lines, and any other improvement deemed necessary by the parties to carry out this agreement.

BUYER agrees to indemnify, defend and hold harmless the SELLER and any and all of its officers, employees, agents and representatives from any claims, suits, lawsuits, damages or injuries or any type brought by BUYER'S customers or members due to the inability of SELLER to supply water or water pressure.

Either party shall give the other party prompt and timely notice of any claim made arising out of this Agreement or the activities contemplated herein which in anyway, directly or indirectly, contingently or otherwise affects or might affect the other.

18. NOTICES

Notices shall be sent by first-class United States Mail postage prepaid, signed by the party giving such notice and addressed as follows:

To the SELLER City Manager
 City of Muskogee
 229 West Okmulgee
 Muskogee, OK 74401

To the BUYER Muskogee County Rural Water District #1
 P.O. Box 156
 Oktaha, OK 74450

19. AMENDMENT

No provision of this Agreement may be amended, waived or otherwise modified without the prior written consent of each party.

20. SURVIVAL

All promises, covenants, agreements, representations and warranties contained herein shall survive the execution and delivery and the subsequent termination of this Agreement and the transactions contemplated herein.

21. ENTIRE UNDERSTANDING

The Agreement contains the full, entire and integrated agreement, promises and understanding between the parties with respect to the covenants, promises and terms contained herein. No representations, warranties, provisions, covenants, agreements or understandings, whether written or oral and not contained herein or referred to shall be of any force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of _____, 2018.

THE CITY OF MUSKOGEE, OKLAHOMA
A municipal corporation,

JOHN R. COBURN, MAYOR

ATTEST:

TAMMY L. TRACY, CITY CLERK

APPROVED as to form and legality for the City of Muskogee this ____ day of _____, 2018.

ROY D. TUCKER, City Attorney

Muskogee County Rural Water District #1

CHAIRMAN

SECRETARY

Public Works Committee

6.

Meeting Date: 06/18/2018
Submitted For: Kelly Plunkett, Personnel
Initiator: Kelly Plunkett, Director of Human Resources
Department: Personnel
Staff Information Source: Kelly Plunkett

Information

AGENDA ITEM TITLE:

Consider approval of amended Council Policy 3-2-1, Classification Titles and Descriptions, or take other necessary action. (Kelly Plunkett)

BACKGROUND:

As required by City Charter, Article IV, Section 4:03, City Council Policy 3-2-1 sets forth a uniform set of rules and regulations covering titles and classifications. This revised policy establishes the provisions for classifying positions not only within the non-unionized group of employees of the City but for all non-uniformed employees (AFSCME and General Employees).

RECOMMENDED ACTION:

Recommend approval of City Council Policy 3-2-1, Classification Titles and Descriptions.

Fiscal Impact

Attachments

3-2-1

City Council Policy 3-2-1

DISTRIBUTION: City Manager, All Departments

SUBJECT: **Classification Titles and Descriptions**

PURPOSE: As required by City Charter, this policy establishes the provisions for classifying positions within the non-uniformed group of employees of the City of Muskogee.

BACKGROUND: Most occupations change over time, but the fundamental duties, responsibilities and qualifications required generally remain the same. Therefore, careful application of appropriate, established classification standards and guidance should result in correct classification decisions.

POLICY/

PROCEDURES: **Classification Titles and Descriptions**

A. Classification Titles

A classification title is a descriptive name for tasks, duties, and responsibilities assigned to one or more individuals whose positions have the same nature of work performed at the same level. Classification titles are assigned to each classification description and describe the nature and level of work performed.

B. Classification Descriptions

A classification description is a structured document assigning work to a given position as it is expected to be performed after customary orientation and training. The classification description contains a purpose of the classification, essential tasks, reporting relationships, qualifications, and working environment.

C. The Classification Process

1. The classification process includes developing an accurate and adequate position description and determining the appropriate job title and grade level for the position being evaluated.
2. Determining the proper classification of a job requires an understanding of assigned duties, responsibilities, and qualification requirements, as well as the knowledge and ability to locate, select, understand and apply specific classification standards, criteria, and precedents to the position being evaluated. Care is needed to clearly identify and understand job requirements and the classification system to objectively and accurately classify positions.

3. Classification descriptions will be written by the Human Resources Department, after consultation with the appropriate department to determine all proper and required components of the position.
4. After the classification description is written and subsequently approved by the appropriate Department Director, the position will then be measured by the Human Resources Director for an appropriate grade. The fundamental factors measured in the grading process are based on:
 - a. Know how-the total of every kind of knowledge and skill required for acceptable job performance measured in practical/technical knowledge, planning, organizing and integrating knowledge, and communicating and influencing skills.
 - b. Problem solving-the intensity of the mental process which employs know-how to identify, define and resolve problems measured in a thinking environment (freedom to think), and thinking challenge.
 - c. Accountability-the effect of the job on end results measured in freedom to act, nature of the impact on end results, and the magnitude (area of impact) on end results.
5. After completion of each of the classification components, the classification description will be forwarded to the City Manager, or designee, for final approval.
6. Classification titles, descriptions and/or grades may be added or modified at any time as deemed appropriate by the City Manager or his/her designee.

D. Classification Changes/Reclassifications

1. Reclassifications shall be different than promotions. Reclassification shall be defined as a change in a classification and/or pay grade resulting from the following processes:
 - a. The present classification, title and/or pay grade does not adequately reflect the responsibilities of the position in relation to other City positions.
 - b. There is another classification and/or pay grade which is or can be more reflective of the position as evaluated from the standpoint of duties, responsibilities and requirements.
 - c. Those job elements which would justify a different classification and/or pay grade have come about gradually rather than through an abrupt reassignment or organizational change.

2. Prior to implementation of a revised classification title, grade or position description revision, the Human Resources Director or designee shall notify and discuss with the City Manager, or designee, the affected classification criteria and language.
3. Reclassifications shall be subject to approval by the City Manager or his/her designee.

REFERENCES: City of Muskogee Charter

EFFECTIVE DATE: _____, 2018

RESCISSION: This policy rescinds and supersedes Council Policy 3-2-1 dated November 14, 2016.

RESPONSIBILITY DEPARTMENT: Human Resources

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MUSKOGEE, OKLAHOMA, THIS ____ DAY OF _____, 2018.

John R. Coburn, Mayor

ATTEST:

Tammy L. Tracy, City Clerk
(SEAL)

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

Roy D. Tucker
City Attorney

Public Works Committee

7.

Meeting Date: 06/18/2018

Submitted For: Tammy Tracy, City Clerk

Initiator: Tammy Tracy, City Clerk

Department: City Clerk

Staff Information Source:

Information

AGENDA ITEM TITLE:

Consider the appointment of Janey Cagle Boyston to serve a two (2) year term on the City of Muskogee Foundation Board, beginning August 1, 2018, and ending July 31, 2020, replacing Patrick Cale, or take other necessary action. (Councilor Wayne Johnson)

BACKGROUND:

Mr. Cale appointed to the City of Muskogee Foundation Board on August 1, 2016. His term will expire July 31, 2018.

RECOMMENDED ACTION:

Recommend approval.

Fiscal Impact

Attachments

Janey Cagle Boydston

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:

City of Muskogee Foundation Board

Your Full

Legal Name:

Janey Cagle Boydston

Your

Preferred Name:

Janey Boydston

Business Name:

Retired

Home Address:

Job Title/Employment Date:

Volunteer

City Zip:

Muskogee, Ok 74403

Business Address:

Cagle's Flowers

Ward:

1 2 3 4

Business Address:

3304 S. Harris Road

Home Phone:

Business Phone:

(918) 683-3233

Cell Phone:

Fax:

(918) 683-3235

Home Email:

Business Email:

caglesflowers@suddenlinkmail.com

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):

Muskogee Central High School (1951)

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

Cagley Flowers - Volunteer

Previous employment or experience:

Professional Licenses Held (if applicable):

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

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

Muskogee Rotary Club (President sometime in the 1990's)

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

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)

*Muskogee City Council - 2000 to 2008 and 2015 to present
Other various commissions, councils, boards and
committees over the years -*

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.

yes - Muskogee City Council

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:

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 Tammy Tracy, 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.

Jane Boydston
Signature of Nominee

6-7-18
Date

Submitted by the Mayor for approval by the City Council this _____ day of _____, 20____

Signature of Sponsor

Public Works Committee

8.

Meeting Date: 06/18/2018

Submitted For: Tammy Tracy, City Clerk

Initiator: Tammy Tracy, City Clerk

Department: City Clerk

Staff Information Source:

Information

AGENDA ITEM TITLE:

Consider the appointment of William Barnes to serve a three (3) year term on the War Memorial Trust Authority beginning July 1, 2018, and ending on August 31, 2021, or take other necessary action.
(Mayor Bob Coburn)

BACKGROUND:

Mr. Barnes will be filling a vacant seat on the War Memorial Trust Authority Board. His seat will be one of the three non-resident positions.

RECOMMENDED ACTION:

Approval of appointment

Fiscal Impact

Attachments

William Barnes

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 War Memorial Board

Your Full
Legal Name: William Barnes

Your
Preferred Name: _____

Business Name: Office of Congressman Mullin **Home Address:** _____

Job Title/Employment Date: Veterans and Field Representative **City Zip:** 74451

Business Address: 3109 Azalea Park Drive, Muskogee OK 74401 **Ward:** 1 2 3 4

Home Phone: _____

Business Phone: (918) 687-2533 **Cell Phone:** _____

Fax: (918) 686-0128 **Home Email:** _____

Business Email: william.barnes@mail.house.gov

Are you registered to vote in City of Muskogee Elections? Yes Yes No

Are you a citizen of the United States? Yes 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):

Chouteau High School, Chouteau Oklahoma graduated 1991

South Eastern Oklahoma State University graduated with bachelors in Political Science minor in History in 2016

APPLICATION FOR APPOINTMENT TO A BOARD OR COMMISSION

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

Veterans and Field Representative for Office of Congressman Markwayne Mullin CD-2, hire date: February 2013

My duties include covering six counties in Oklahoma's District two as a Field Representative and thirteen counties as a Veterans Representative.

Supervisor is Congressman Markwayne Mullin, description of duties included in resume.

Previous employment or experience:

description of military service and previous employment included in resume. I am however retired from the US Army.

Professional Licenses Held (if applicable):

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

Tim Smith (918) 577-8738 American Legion Commander Ft. Gibson, City Counselor city of Ft. Gibson

Michael Stopp (918) 853-1494 Chief of Staff Congressman Markwayne Mullin

Jaime Stout (918) 869-8930 Muskogee City Counselor

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

Member of American Legion Post Post 20 (Frank Gladd) Ft. Gibson, OK

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

Military service information included in resume

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)

Muskogee Chamber Veterans Board late 2014 to late 2016 (dates are non-specific due to records being misplaced)

Jack C. Montgomery VA Hospital, Veterans Commission Board 2014 to 2016 (I served on the initial and second board)

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.

No

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

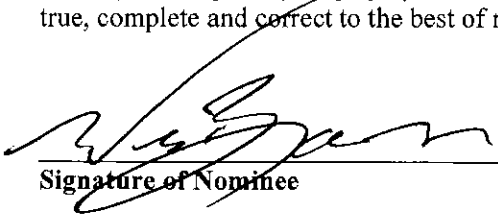
Please list any special interests or characteristics which might be important to serve on a Board or Commission:

I have contacts and relationships with a multitude of Veterans Service Organization and groups throughout the Second Congressional District of Oklahoma both due to my work for the Congressional office as a veterans advocate and as a disabled veteran myself

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 a ccount of having furnished such information. I consent to such investigations as Tammy Tracy, 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 of Nominee

4/5/18
Date

Submitted by the Mayor for approval by the City Council this _____ day of _____, 20____

Signature of Sponsor

Sgt. William Barnes USA Ret.

580-889-0096

P.O. Box 902
Park Hill, Ok 74451
Infantry73@yahoo.com

Objectives

To be an asset to the VA and help the organization grow stronger and more efficient. To be able to assist in addressing the needs of our Veterans.

Education

Graduated from Southeastern Oklahoma State University December 2015
Bachelor Degree in Political Science, Minor in History

- Honor Society
- Deans Honor Roll
- Presidential Honor Roll

Experience

July 2014-Present: Veterans, Field and Military Affairs Representative for
Congressman Markwayne Mullin,
Additional duties include: Veterans Casework Manager, Muskogee Office.

U.S. House of Representatives | Congressman Markwayne Mullin Address: 3109 Azalea Park
Drive Muskogee, Ok 74401

My responsibilities and duties to the Congressman are as follows: In my Veterans
Representative role I attend all meetings and functions that the Congressman cannot attend in

relation to any Veterans issues within my thirteen county area, Tulsa and Oklahoma City are additional parts of the state that I cover when applicable. Participation in meetings at both Oklahoma and Arkansas VA facilities, fall under my purview, as well as, the Governors Veterans Council. These meetings and others are held on a monthly basis. Quarterly VA MAC meetings, as well as, Legislative meetings in Muskogee OK, Fayetteville Ark, and the Oklahoma City VA Hospital can also be included in this list. Interacting with the personnel of these facilities and those of all the various Veterans Service Organizations is a large part of accomplishing my duties. As such I am in almost constant contact with the staff of the various Service Organizations and attend the special events they hold throughout the year on a regular basis. For example; Saturday Breakfast with the American Legion, Morning Coffee with the Marine Corp League, as well as, visiting new types of Veterans outreach such as the Coffee Bunker in Tulsa.

While attending the aforementioned meetings and events, it is a part of my role to speak on behalf of the Congressman as need be and as a major charge to report back and relay what new or pertinent information was revealed in the form of a written brief. I am responsible for assisting all veterans who come to the Congressman's Office with their needs and issues, whether they encompass, education, health or benefits. To accomplish this I meet with the Veteran and begin an initial file. While speaking with the Veteran I examine the information and verify what the exact issue is and who I need to contact to affect the situation in a positive manner. Upon reiterating what the Veteran hopes to achieve in a clearer, more precise manner, I then send the information to the Agency or Organization that can best address the issue. At this point I monitor the case ensuring that the amount of time spent awaiting a response is kept to a minimum and that the case is receiving the attention it deserves. Once I receive a response, I

then retype the information regarding the situation and the Veteran onto Congressional letterhead to ensure that the Veteran understands clearly and concisely what has been done on their behalf and how their dilemma is being addressed. If the Veteran has a extremely complicated problem that requires additional information or research, I seek out the misplaced or missing information on their behalf and ensure that the correct paperwork or documentation gets into the right hands at the correct entity to best help the case along.

In my Field Representative role I attend local county meetings throughout the month including the County Commissioner meetings in each of my four counties that I possess in this role. If any constituent of my Counties; Muskogee, Cherokee, Okmulgee and Okfuskee report an issue in their area, it is among my duties to attend to those issues by interacting with members of the necessary State and Federal Agencies. In the scope of this role I also deal with members of the Legislature of the State of Oklahoma and their staff on an almost weekly basis. Where my job concerns the Colleges of Oklahoma and Business Leaders of our State, I attend Legislative meetings to either give briefings on the current status of legislation which will affect them in their specific endeavors, or attend briefing where they give current status and updates on various programs that they are embarking upon and how they will affect Oklahoma and the Nation. Following this type of meeting it is in my duties to write clear and concise reports on the subject and detail the information in such a way as it is short, complete and to the point.

In my capacity as the Representative for the Congressman in matters concerning the Military my duties are as follows: Attending all functions and briefings at the Congressman's behest when he is unable to attend. Funerals, meetings, briefings, site inspections and so on. My duties in this area are all encompassing and have grown as time has passed since my initial

hiring by the Congressman, also in this area I deal extensively with other Congressional and Senatorial Offices and their staff.

Over the scope of my employment with Congressman Markwayne Mullin's Office, it has been my personal pleasure to set up, from start to finish, a number of Veterans and Congressional Town Halls. These special events come from quarterly meetings in which analyze specific issues being encountered in the Congressional District and formulate new and innovative ways to address those problems. In this role, once a decision is made on how to approach the dilemma, my mission begins with finding and securing the proper forum, alerting correlating groups and individuals, informing the press and media of our intentions and keeping communication open and flowing between the various organizations in regards to the meetings, thus coordinating the movements of all necessary groups, up and until completion.

Interactions between myself and all Federal and State, Senatorial and Congressional Offices happen on a daily if not weekly basis and inevitably include corresponding together on issues in a meaningful way, trading information on topics and working together to solve issues pertinent to America's Veterans. I have found that my status as a Veteran, let alone a Disabled Veteran, has been invaluable where it pertains to garnering the trust of other service members no matter the Military Branch in which they served. It has allowed me valuable insight into the needs of my fellow Veterans and what they have come to expect from the Offices and Agencies that serve them.

Insofar as personal growth and volunteer work: I currently sit on the Jack C. Montgomery Veteran and Family Advisory Council. I have been on this council since its inception and during my time on the council I have worked in tandem with council members and others attempting to create new approaches to addressing the needs of our Veterans and their families. We have also

attempted to affect, in a positive way, the needs of the hospital itself. I also sit on the Muskogee Veterans Advisory Council and have been with that group since its inception as well. The Muskogee VAC was created to address the needs of the Veterans in Muskogee County and seeks to provide, through the Muskogee Chamber of Commerce, a way to reach out and provide help to the Veterans of that County.

In my current position it is necessary that I have a current understanding and knowledge of all current; laws, regulations, standards and policies as they relate to Veterans. It is incumbent upon me to have excellent and proven skills where it concerns; preparing papers and reports, as well as, organizing the information in those reports and delivering briefings on what I have collected or investigated. My ability to communicate both orally and in writing is and has to be above par to superb, as the range of people that I interact with can vary in the course of one day from co-workers to the Office of the Inspector General and beyond.

I am the initial contact point and serve as the reception point for all Congressional, Veterans and field cases. I manage these action items from beginning to end, as every case that comes into the Congressman's Office is deemed an action item and must be responded to and answered. It is in the course of these duties that I engage in clear written and verbal communication with the parties involved and address the specific concerns that were brought to us for assistance. In my position serving the Congressman it is incumbent upon me to build and foster relationships across a myriad of agencies that include Federal and State Agencies, Veterans Service Organizations, Veterans and their families. This ability to work with others is, in my view, the most productive aspect and most important personal trait as it impacts my current position.

August 2012-December 2015

Student at Southeastern Oklahoma State University, Durant Ok.

July 2004-April 2007

U.S. Army: Sergeant Recon Platoon (Primary) Squad Designated Marksman
(Secondary) Camp Bucca (Iraq) 2004-2005

Responsibilities included overall base security. Identification of possible threats to mission and base personnel. Reduction of said threat as permitted within theater of operations. Gathering of intelligence in pursuit of enemies of the United States of America. Training and Readiness of the Soldiers, Sailors, Marines and Airmen under my direct command. With Secondary duties carried out as mission dictated.

I was medically evacuated from the battle field in July of 2005, I underwent surgeries to correct my injuries that lasted until 2007. My injuries were deemed too extensive to justify my continued enlistment in the United States Army. I was medically retired with an Honorable discharge. Upon reaching the highest state of recovery possible, I entered into Southeastern Oklahoma State University in pursuit of a degree and possibly new career.

2002-2003 (Egypt) U.S. Army: Specialist Infantry Platoon Weapons Squad

Responsibilities: Site Security, Mission Planning, Troop Placement, Weapons Specialist, Soldier Temp and Readiness Training. Responsibilities also included overall mission security to and from secure sites. Cooperated in the planning and dispensation of fellow soldiers at ready positions, as well as training said soldiers in mission oriented tasks. With specialization in heavy weapons placement, use and training.

Current DD-214 may not list all time served in the Military, total time served was 9 years, seven months.

Skills

- Efficient in Typing, MS Word and Excel.
- Demonstrating creativity, initiative, good judgment and the ability to express thoughts clearly and simply.
- Effectively identify and resolve problems using available resources.
- Excellent communication skills, reliable working independently as well as in a team effort; learn new skills rapidly.
- Proficient in the use of the I.Q. System currently in use within Congressman Mullins Office. This platform is used to enter, track, maintain and systemize the Congressional Inquiries and Veterans Cases that come into the office.