

*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, 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 10, 2024**

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

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

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

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

1. Consider approval of Public Works Committee minutes of May 13, 2024, or take other necessary action.
2. Hold a Public Hearing and consider approval of Ordinance No. 4231-A, to rezone the property located at 2544 South 32<sup>nd</sup> Street, Southeast Section 4, Township 14 North, Range 18 East, to be rezoned from C-2, General Commercial and A-Agriculture, to I-1, Light Industrial, and if approved, authorize Staff to revise the Official Zoning Map of the City, or take other necessary action. (Jody King)
3. Hold a Public Hearing and consider approval of Ordinance No. 4232-A, rezoning the property located at 2109 Ward Street, Southeast Section 24, Township 14 North, Range 18 East from R-1, Single Family, to I-1, Light Industrial, and if approved, authorize Staff to revise the Official Zoning Map of the City, or take other necessary action. (Jody King)
4. Hold a Public Hearing and consider approval of Resolution No. 2985 to approve a land use map amendment to allow for the property located at 2544 South 32<sup>nd</sup> Street, Southeast Section 4, Township 14 North, Range 18 East to be rezoned from C-2, General Commercial and A Agriculture, to I-1, Light Industrial, or take other necessary action. (Jody King)
5. Hold a Public Hearing and consider approval of a Specific Use Permit for the property located at 1617 B North York Street, or take other necessary action. (Jody King)
6. Hold a Public Hearing and consider approval of a Specific Use Permit for the property located at 117 North Junction Street, or take other necessary action. (Jody King)

7. Consider approval to renumber the following resolution: "A Resolution approving and authorizing execution of the Blue Cross Blue Shield Benefit Program Application and required addendums, Blue Cross Blue Shield Exhibit to the Stop Loss Coverage Policy, Prime Therapeutics Required Documents, and all other required documents, all to become effective on May 1, 2024, and authorizing the City Manager, or designee, to execute all necessary documents for renewal and implementation purposes," from Resolution No. 2932 to Resolution No. 2979, passed by City Council on February 26, 2024, or take other necessary action. (Maggie Eaton)
8. Consider approval of Resolution No. 2993 adopting a county-wide Multi-Jurisdiction Hazard Mitigation Plan, or take other necessary action. (Tyler Evans)
9. Consider the creation of a limited purpose subcommittee of the Public Works Committee to receive updates from Half Associates regarding the 2024 Comprehensive Plan update, appointing a minimum of three (3), not to exceed four (4) members to that subcommittee, or take other necessary action. (Jody King)
10. Consider approval to apply for additional funding through the Certified Local Governments Subgrant from the Oklahoma State Historic Preservation Office for Historic Preservation in the City of Muskogee and set aside a city match in the amount of \$35,463, or take other necessary action. (Jody King)
11. Consider approval of the recommendation from Cowan Group Engineering to award the lowest and best bid for the Muskogee Swim and Fitness Center Roof Replacement, Project No. 2024002, to Heritage Hills Commercial Services, in the amount of \$298,500.00, or take other necessary action. (Mark Wilkerson)
12. Consider approval of final payment to TLS Group, Inc., in the amount of \$42,902.99, for the US Highway 62 and Country Club Road Traffic Signal Improvements, Project No. 2023004, or take other necessary action. (Mike Stewart)
13. Consider approval of final payment to Oklahoma Natural Gas (ONG) in the amount of \$155,958.78, for the relocation of 1,423 linear feet of gas line pertaining to a storm water project for the City of Muskogee, located on Country Club Road, approximately 500 feet north of Chandler Road, or take other necessary action. (Mike Stewart)
14. Consider approval of final payment to Cook Consulting, LLC, in the amount of \$105,795.52, for Smith Ferry Orchard Parkway Culvert, Project No. 2022031, or take other necessary action. (Mike Stewart)
15. Consider approval of Resolution 2997, a Resolution approving and adopting an amendment to the Muskogee Medical Center Authority Bylaws to allow Trustees to serve two (2) consecutive terms of seven (7) years each, and to allow trustees to reside outside the Muskogee City Limits within 100 miles, or take other necessary action. (Katrina Bodenhamer)

16. Consider approval of nine (9) annual outside water 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, or take other necessary action. (Katrina Bodenhamer)
  
17. Discuss the animal control ordinances and enforcement of said ordinances within the City of Muskogee, or take other necessary action. (Deputy Mayor Derrick Reed)

**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: 06/10/2024  
Initiator: Jennifer Sharp, Admin II  
Department: City Clerk  
Staff Information Source:

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Information

AGENDA ITEM TITLE:

Consider approval of Public Works Committee minutes of May 13, 2024, or take other necessary action.

BACKGROUND:

RECOMMENDED ACTION:

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Fiscal Impact

Attachments

5-13 pwmin

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## MINUTES

### OF THE PUBLIC WORKS COMMITTEE OF THE CITY OF MUSKOGEE, OKLAHOMA MET IN REGULAR SESSION IN COUNCIL CHAMBERS OF CITY HALL MAY 13, 2024

The Public Works Committee of the City of Muskogee, Oklahoma, met in Regular Sessions at 5:30 p.m., May 13, 2024, in Council Chambers, Municipal Building, 229 W. Okmulgee Ave., Muskogee, Oklahoma.

**Present:** Mayor Patrick Cale; Vice Mayor Derrick Reed; Committee Member Jaime Stout; Chair Tracy Hoos; Committee Member Shirley Hilton-Flanary; Committee Member C.B. Abel; Committee Member Melody Cranford; Committee Member Dan Hall; Committee Member Tom Martindale

**Staff Present:** Mike Miller, City Manager; Tammy L. Tracy, City Clerk; Kenna Terrell, Deputy City Clerk; Johnny Teehee, Police Chief; Dennis Read, Treasurer; Maggie Eaton, Human Resources Director; Jody Moore, Fire Chief; Tyler Evans, Emergency Management Director; Avery Rigney, Assistant Public Works Director; Mark Wilkerson, Parks & Recreation Director; Austin Witt, Deputy City Attorney; Jody King, Planning Director; Roger Kolman, Assistant City Manager; Tera Shows, Media Relations Manager; Kevin Anthis, Fitness & Aquatics Facilities Manager

1. Consider approval of Public Works Committee minutes of March 11, 2024 and Public Works Committee minutes of April 8, 2024, or take other necessary action.

Motion was made by Committee Member Jaime Stout, seconded by Committee Member Shirley Hilton-Flanary to approve of Public Works Committee minutes of March 11, 2024 and Public Works Committee minutes of April 8, 2024.

AYE: Mayor Patrick Cale, Vice Mayor Derrick Reed, Committee Member Jaime Stout, Chair Tracy Hoos, Committee Member Shirley Hilton-Flanary, Committee Member C.B. Abel, Committee Member Melody Cranford, Committee Member Dan Hall, Committee Member Tom Martindale

Carried - Unanimously

2. (Stricken) Consider approval of Ordinance No. 4229-A, an ordinance of the City of Muskogee, by amending Chapter 2, Administration, Article V, Boards and Commissions, Division 12, Municipal Employees Retirement Board, Section 2-472, Terms and Representation By Department, Section 2-473, Absences and Vacancies; Providing for Codification, Repealer, Severability and Setting an Effective Date. (Maggie Eaton)
3. Consider approval of Amended City Council Policy 3-6-7, Collective Bargaining, or take other necessary action. (Maggie Eaton)

Human Resources Director Maggie Eaton stated Council directed Staff to amend Council Policy 3-6-7 to allow Staff to streamline the negotiation process by removing "Further, as negotiations continue, any subsequent offers or counteroffers shall be approved by Council prior to submission to the respective collective bargaining unit." Council will provide initial direction and allow Staff to negotiate within those parameters. Staff recommends approval.

Motion was made by Committee Member Shirley Hilton-Flanary, seconded by Committee Member Melody Cranford to approve of Amended City Council Policy 3-6-7, Collective Bargaining.

AYE: Mayor Patrick Cale, Committee Member Jaime Stout, Chair Tracy Hoos, Committee Member Shirley Hilton-Flanary, Committee Member C.B. Abel, Committee Member Melody Cranford, Committee Member Dan Hall, Committee Member Tom Martindale

NAY: Vice Mayor Derrick Reed

Carried

4. Consider approval of Resolution No. 2988 for the Community Development Block Grant Small Cities, Contract No. 18265 CDBG-SC 21, for water line repairs in the amount of \$288,333.00, or take other necessary action. (Jody King)

Planning Director Jody King stated in order to proceed with water line repairs, a new Section 3 Plan must be submitted. The Section 3 Plan is the City's commitment to serve low income persons and businesses in consideration of the project. He explained the Section 3 Plan was signed by former Mayor Marlon J. Coleman with the intent of having it adopted by Council before his term ended. However, with the change of leadership, after adoption, Mayor W. Patrick Cale shall be designated as the equal opportunity officer in this capacity as the Chief Elected Official for the City of Muskogee, and will sign the Section 3 Plan.

Motion was made by Committee Member Jaime Stout, seconded by Committee Member Shirley Hilton-Flanary to approve of Resolution No. 2988 for the Community Development Block Grant Small Cities, Contract No. 18265 CDBG-SC 21, for water line repairs in the amount of \$288,333.00.

AYE: Mayor Patrick Cale, Vice Mayor Derrick Reed, Committee Member Jaime Stout, Chair Tracy Hoos, Committee Member Shirley Hilton-Flanary, Committee Member C.B. Abel, Committee Member Melody Cranford, Committee Member Dan Hall, Committee Member Tom Martindale

Carried - Unanimously

5. Consider approval of the final plat of ACT MD Addition, consisting of two (2) lots on five (5) acres, located on Hancock Street west of Foltz Lane, or take other necessary action. (Jody King)

Planning Director Jody King stated this property is a five (5) acre lot and is split zoned with single family residential located on the north half and C-2 commercial business located on the south half. To take advantage of the zoning, the property owner will build a single family residence on the back half, and a commercial dog grooming business on the front half, which is an allowable use of the property. Staff recommended approval.

Motion was made by Committee Member Jaime Stout, seconded by Committee Member Shirley Hilton-Flanary to approve the final plat of ACT MD Addition, consisting of two (2) lots on five (5) acres, located on Hancock Street west of Foltz Lane.

AYE: Mayor Patrick Cale, Vice Mayor Derrick Reed, Committee Member Jaime Stout, Chair Tracy Hoos, Committee Member Shirley Hilton-Flanary, Committee Member C.B. Abel, Committee Member Melody Cranford, Committee Member Dan Hall, Committee Member Tom Martindale

Carried - Unanimously

6. (No Action) Receive City of Muskogee Annual Phase II Stormwater report summary for permitted MS4s submitted to ODEQ April 25, 2024, and take other necessary action. (Mike Stewart)

Environmental Technician Abby Wright presented the stormwater report summary.

7. Consider approval of Resolution No. 2981 authorizing the continuation of the account fund for the City of Muskogee entitled "Solid Waste Improvements," and designating the manner in which said account shall be operated for the upcoming FY2024-2025, or take other necessary action. (Mike Stewart)

Assistant Public Works Director Avery Rigney stated this is a housekeeping item completed yearly. This resolution collects \$2.50 from each solid waste account to be placed in the "Solid Waste Improvements" account for sanitation. This fund is used to purchase items such as trash trucks, poly-carts, dumpsters, and for maintenance repairs and improvements.

Motion was made by Committee Member Shirley Hilton-Flanary, seconded by Vice Mayor Derrick Reed to approve Resolution No. 2981 authorizing the continuation of the account fund for the City of Muskogee entitled "Solid Waste Improvements," and designating the manner in which said account shall be operated for the upcoming FY2024-2025.

AYE: Mayor Patrick Cale, Vice Mayor Derrick Reed, Committee Member Jaime Stout, Chair Tracy Hoos, Committee Member Shirley Hilton-Flanary, Committee Member C.B. Abel, Committee Member Melody Cranford, Committee Member Dan Hall, Committee Member Tom Martindale

Carried - Unanimously

8. Consider approval to accept ODEQ Permit No. SL000051240028, for the construction of 1,623 linear feet of eight (8) inch PVC sanitary sewer line plus all the appurtenances, to serve the Green Country Behavioral Health Sewer Line Extension, Muskogee County, Oklahoma, or take other necessary action. (Mike Stewart)

Assistant Public Works Director Avery Rigney stated Green Country Behavioral Health is constructing a new facility and will need a sewer line to serve them. They will install the line which will be brought into our maintenance system, allowing other residents to connect to it. Mr. Rigney explained this agenda item is to accept the ODEQ Permit which is necessary when a line may enter public use. He stated the line will be inspected to ensure it meets our standards. Staff recommended approval.

Motion was made by Committee Member Shirley Hilton-Flanary, seconded by Committee Member Jaime Stout to accept ODEQ Permit No. SL000051240028, for the construction of 1,623 linear feet of eight (8) inch PVC sanitary sewer line plus all the appurtenances, to serve the Green Country Behavioral Health Sewer Line Extension, Muskogee County, Oklahoma.

AYE: Mayor Patrick Cale, Vice Mayor Derrick Reed, Committee Member Jaime Stout, Chair Tracy Hoos, Committee Member Shirley Hilton-Flanary, Committee Member C.B. Abel, Committee Member Melody Cranford, Committee Member Dan Hall, Committee Member Tom Martindale

Carried - Unanimously

9. Consider approval to authorize the City Manager to amend the Muskogee Water System Maintenance Contract and Street Repair Contract between the City of Muskogee and Cook Consulting, LLC, by increasing the not-to-exceed limit to \$675,000.00, for the remaining fiscal year, from the original amount of \$575,000, or take other necessary action. (Mike Stewart)

Assistant Public Works Director Avery Rigney stated this agenda item is to increase the not-to-exceed limit by \$100,000.00. Mr. Rigney explained this company is used for emergencies, difficult to repair issues, after-hour calls, and fire hydrant maintenance. He stated this is a budget neutral transaction, budgeted in the MMA

account. Mr. Rigney explained we have the same agreement with a separate contractor for the sewer system. That sewer system budget came in under budget, while the water side is nearing its not-to-exceed limit. He stated raising the limit would be beneficial, and Staff recommended approval.

Motion was made by Committee Member Shirley Hilton-Flanary, seconded by Committee Member Jaime Stout to authorize the City Manager to amend the Muskogee Water System Maintenance Contract and Street Repair Contract between the City of Muskogee and Cook Consulting, LLC, by increasing the not-to-exceed limit to \$675,000.00, for the remaining fiscal year, from the original amount of \$575,000.

AYE: Mayor Patrick Cale, Vice Mayor Derrick Reed, Committee Member Jaime Stout, Chair Tracy Hoos, Committee Member Shirley Hilton-Flanary, Committee Member C.B. Abel, Committee Member Melody Cranford, Committee Member Dan Hall, Committee Member Tom Martindale

Carried - Unanimously

10. Consider approval for final payment in the amount \$77,999.19, to Rossccon, LLC, for completion of the SE Zone Mill and Overlay Project No. 2023027, or take other necessary action. (Mike Stewart)

Assistant Public Works Director Avery Rigney stated for this project, the streets were set up by zone, with the SE Zone being the largest. He stated the goal was to most effectively use the allotted funds to improve as many streets as possible, and get the City back on track with the street maintenance program. Construction is typically several million dollars per mile, and by choosing to maintain the streets with Mill, Overlay, and Micro-Seal, we were able to cover more miles. At the completion of the project, more than 104 miles will have been rehabilitated. There are some issues where maintenance was not the perfect solution, and those areas will be repaired. Mr. Rigney stated there will be more Micro-Seal applied this summer in addition to the striping of the repaired streets.

Discussion followed.

Motion was made by Committee Member Dan Hall, seconded by Committee Member Shirley Hilton-Flanary to approve the final payment in the amount \$77,999.19, to Rossccon, LLC, for completion of the SE Zone Mill and Overlay Project No. 2023027.

AYE: Mayor Patrick Cale, Vice Mayor Derrick Reed, Committee Member Jaime Stout, Chair Tracy Hoos, Committee Member Shirley Hilton-Flanary, Committee Member C.B. Abel, Committee Member Melody Cranford, Committee Member Dan Hall, Committee Member Tom Martindale

Carried - Unanimously

Committee Member Shirley Hilton-Flanary left the meeting at 6:21 p.m.

11. Consider approval to authorize the removal of the traffic signal at Gibson and North J Streets, replacing with a 4-way stop, pending the results of a traffic engineering study, or take other necessary action. (Mike Stewart)

Committee Member Shirley Hilton-Flanary returned to the meeting at 6:23 p.m.

Assistant Public Works Director Avery Rigney stated there is a traffic signal located near Irving Elementary school that has become antiquated and is currently experiencing technical difficulties. The need to have this stoplight has decreased due to fewer children walking to school and more virtual school days. We currently have a traffic engineering consultant performing a study to determine if that traffic signal is warranted. The alternative to the traffic signal is a four-way stop with LED stop signs, which will control traffic in the same manner, saving the maintenance budget on costly repairs. Also, a new traffic signal would be very expensive. Mr. Rigney stated the way this agenda item is written, we will follow the recommendation of the study, although we are confident the four-way stop will be implemented.

Committee Member Dan Hall stated he would like to see a raised sidewalk across the intersection to help drivers see children better as they cross the street. He stated this will also act as a speed bump and slow down traffic in that area.

Mr. Rigney stated he would look into it.

Motion was made by Committee Member Jaime Stout, seconded by Committee Member Shirley Hilton-Flanary to approve to authorize the removal of the traffic signal at Gibson and North J Streets, replacing with a 4-way stop, pending the results of a traffic engineering study.

AYE: Mayor Patrick Cale, Vice Mayor Derrick Reed, Committee Member Jaime Stout, Chair Tracy Hoos, Committee Member Shirley Hilton-Flanary, Committee Member C.B. Abel, Committee Member Melody Cranford, Committee Member Dan Hall, Committee Member Tom Martindale

Carried - Unanimously

12. Consider approval to nominate and appoint Councilmember Dan Hall as Vice-Chair of the Public Works Committee, or take other necessary action. (Mayor W. Patrick Cale)

Motion was made by Mayor Patrick Cale, seconded by Vice Mayor Derrick Reed to approve to nominate and appoint Councilmember Dan Hall as Vice-Chair of the Public Works Committee.

AYE: Mayor Patrick Cale, Vice Mayor Derrick Reed, Committee Member  
Jaime Stout, Chair Tracy Hoos, Committee Member Shirley  
Hilton-Flanary, Committee Member C.B. Abel, Committee Member  
Melody Cranford, Committee Member Dan Hall, Committee Member  
Tom Martindale  
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.**

Bill Goad spoke about Joe Poole Park visitors using his private property to access park property.

There being no further business, the meeting was adjourned.

CHAIR TRACY HOOS  
PUBLIC WORKS COMMITTEE

pwmin  
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**Meeting Date:** 06/10/2024

**Initiator:** Jody King, Planning Director

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**Information**

**AGENDA ITEM TITLE:**

Hold a Public Hearing and consider approval of Ordinance No. 4231-A, to rezone the property located at 2544 South 32<sup>nd</sup> Street, Southeast Section 4, Township 14 North, Range 18 East, to be rezoned from C-2, General Commercial and A-Agriculture, to I-1, Light Industrial, and if approved, authorize Staff to revise the Official Zoning Map of the City, or take other necessary action. (Jody King)

**LEGAL DESCRIPTION:**

A TRACT OF LAND BEING ALL OF LOT 1, BLOCK 1, OF THE SLEEPY TRAVELER ADDITION, FILED IN THE MUSKOGEE COUNTY CLERK'S OFFICE IN PLAT BOOK 4867, PAGE 503, AND A PORTION OF THE SOUTHWEST QUARTER (SW/4) OF THE NORTHEAST QUARTER (NE/4) OF SECTION FOUR (4), TOWNSHIP FOURTEEN NORTH (T14N), RANGE EIGHTEEN EAST (R18E) OF THE INDIAN MERIDIAN, MUSKOGEE COUNTY, OKLAHOMA, TOGETHER BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 1, MARKED BY A 5/8" REBAR WITH CAP STAMPED "CA 4849" FOUND IN PLACE; THENCE N88°06'48"E, PASSING THROUGH A POINT MARKED BY A 5/8" REBAR WITH CAP STAMPED "CA 4849" FOUND IN PLACE FOR THE NORTHEAST CORNER OF SAID LOT 1, BLOCK 1 AT A DISTANCE OF 749.94 FEET, AND CONTINUING FOR A TOTAL DISTANCE OF 1205.56 FEET TO A POINT MARKED BY A 5/8" REBAR WITH CAP STAMPED "CA 4849" FOUND IN PLACE; THENCE S01°36'13"E A DISTANCE OF 329.93 FEET TO A POINT MARKED BY A 5/8" REBAR WITH CAP STAMPED "CA 4849" FOUND IN PLACE; THENCE S88°06'00"W, PASSING THROUGH A POINT MARKED BY A 5/8" REBAR WITH CAP STAMPED "CA 4849" FOUND IN PLACE FOR THE SOUTHEAST CORNER OF SAID LOT 1, BLOCK 1 AT A DISTANCE OF 457.58 FEET, AND CONTINUING FOR A TOTAL DISTANCE OF 1207.50 FEET TO A POINT MARKED BY A 5/8" REBAR WITH CAP STAMPED "CA 4849" FOUND IN PLACE, SAID POINT BEING ON THE PLATTED RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 64; THENCE ALONG SAID LINE N01°16'02"W A DISTANCE OF 330.22 FEET TO THE POINT OF BEGINNING SAID TRACT HAVING AN AREA OF 398,231.9 SQUARE FEET OR 9.142 ACRES, MORE OR LESS

**BACKGROUND:**

Old Dominion Freight Line (ODFL) requests the rezone of the newly consolidated lots from C-2 General Commercial & A Agriculture to I-1 Light Industrial. The frontage of the lot was originally platted as the Sleepy Traveler Addition for a proposed RV Park in 2023. The owner has since decided to sell the property to ODFL. The combined lots will serve as a drop yard for commercial trucking making Muskogee a destination for further industrial and commercial expansion. The request does not conform with the future land use plan, but as the City of Muskogee is in the middle of their comprehensive plan update, the upcoming ODOT expansion of Highway 69, and the continued growth of industrial and commercial development, the preceding land use map amendment is recommended by city staff and must be approved by the city council in order to proceed with the rezone request.

Attached is the lot consolidation survey and building plans which together, conform to the requirement of section 90-03-04 since the request does not conform to the future land use plan.

**Surrounding Zoning & Land Use**

North: I-1 Light Industrial, Accessory Structures by Legacy Buildings.

East: R-1 Single Family, Single Family Homes in the Southgate RP Addition.

South: Similarly zoned, vacant farmland.

West: outside city limits.

Public hearings will be held at the Muskogee City Hall, 3<sup>rd</sup> Floor Council Chambers, at 229 W Okmulgee, Muskogee, OK 74401 at the following meetings and times:

1. City of Muskogee Planning & Zoning Commission on Monday, May 6, 2024, at 9:00 A.M.
2. City of Muskogee Public Works Committee on Monday, May 13, 2024, at 5:30 P.M.
3. City of Muskogee City Council on Monday, June 24, 2024, at 5:30 P.M.

This notice was published in the Muskogee Phoenix for circulation no later than Tuesday April 16, 2024, for twenty (20) days and all property owners within a 300 foot radius of the property were noticed.

At the planning commission meeting held on May 6, 2024, the commission recommended approval for the ordinance.

**RECOMMENDED STAFF ACTION:**

Recommend Approval

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**Fiscal Impact**

**Attachments**

Staff Report

Site Plan

Building Plans

Ordinance 4231-A DRAFT

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## **Planning & Community Development Staff Report**

**City of Muskogee Planning & Zoning Commission, Monday, May 6, 2024 at  
9:00 A.M. at City of Muskogee City Hall, 229 W Okmulgee Ave., 3<sup>rd</sup> Floor  
Council Chambers**

Hold a public hearing and consider a recommendation to the City Council of the City of Muskogee for Resolution No. 2985 to approve a land use map amendment to allow for the property located at 2544 South 32<sup>nd</sup> Street, Southeast Section 4, Township 14 North, Range 18 East to be rezoned from C-2 General Commercial and A Agriculture to I-1 Light Industrial.

AND;

Hold a public hearing and consider a recommendation to the City Council of the City of Muskogee to approve Ordinance No. 4231-A, a rezone request for the property located at 2544 South 32<sup>nd</sup> Street, Southeast Section 4, Township 14 North, Range 18 East to be rezoned from C-2 General Commercial and A Agriculture to I-1 Light Industrial and if approved, authorize staff to update the official city map.

### **Planning Department Analysis**

- Current Zoning & Use
  - Street frontage is zoned C-1 Local commercial, back half is zoned A Agriculture
  - Vacant agricultural land
- Proposed Zoning & Use
  - I-1 Light Industrial
  - Commercial Trucking Drop yard for Old Dominion Freight Line.
- Section, Township, Range
  - SW quarter of the NE quarter of Section 4, Township 14 North, Range 18 East of the Indian Meridian.
- Street Address: 2544 South 32<sup>nd</sup> Street

### **Legal Description**

A TRACT OF LAND BEING ALL OF LOT 1, BLOCK 1, OF THE SLEEPY TRAVELER ADDITION, FILED IN THE MUSKOGEE COUNTY CLERK'S OFFICE IN PLAT BOOK 4867, PAGE 503, AND A PORTION OF THE SOUTHWEST QUARTER (SW/4) OF THE NORTHEAST QUARTER (NE/4) OF SECTION FOUR (4), TOWNSHIP FOURTEEN NORTH (T14N), RANGE EIGHTEEN EAST (R18E) OF THE INDIAN MERIDIAN, MUSKOGEE COUNTY, OKLAHOMA, TOGETHER BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 1, MARKED BY A 5/8" REBAR WITH CAP STAMPED "CA 4849" FOUND IN PLACE; THENCE N88°06'48"E, PASSING THROUGH A POINT MARKED BY A 5/8" REBAR WITH CAP STAMPED "CA 4849" FOUND IN PLACE FOR THE NORTHEAST CORNER OF SAID LOT 1, BLOCK 1 AT A DISTANCE OF 749.94 FEET, AND CONTINUING FOR A TOTAL DISTANCE OF 1205.56 FEET TO A POINT MARKED BY A 5/8" REBAR WITH CAP STAMPED "CA 4849" FOUND IN PLACE; THENCE S01°36'13"E A DISTANCE OF 329.93 FEET TO A POINT MARKED BY A 5/8" REBAR WITH CAP STAMPED "CA 4849" FOUND IN PLACE; THENCE S88°06'00"W, PASSING THROUGH A POINT MARKED BY A 5/8" REBAR WITH CAP STAMPED "CA 4849" FOUND IN PLACE FOR THE SOUTHEAST CORNER OF SAID LOT 1, BLOCK 1 AT A DISTANCE OF 457.58 FEET, AND CONTINUING FOR A TOTAL DISTANCE OF 1207.50 FEET TO A POINT MARKED BY A 5/8" REBAR WITH CAP STAMPED "CA 4849" FOUND IN PLACE, SAID POINT BEING ON THE PLATTED RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 64; THENCE ALONG SAID LINE N01°16'02"W A DISTANCE OF 330.22 FEET TO THE POINT OF BEGINNING SAID TRACT HAVING AN AREA OF 398,231.9 SQUARE FEET OR 9.142 ACRES, MORE OR LESS.

#### Discussion on Land Use Map Amendment

The City of Muskogee and Old Dominion Freight Line (applicant) are requesting an amendment to the Land Use Map to allow the property to be rezoned from C-2 General Commercial and A Agriculture to I-1 Light Industrial to allow for a commercial trucking drop yard. The future land use map as adopted by the City Council demonstrates that the area has the possibility of residential expansion. However, since the City of Muskogee is in the middle of their comprehensive plan update, the upcoming ODOT expansion of Highway 69, the continued growth of industrial and commercial development, and the existing I-1 zoning contiguous to the northern most portion of the property, the preceding land use map amendment is by city staff and must be approved by the city council in order to proceed with the rezone request. The amendment, if approved, would change the Land Use Map from "Single Family Residential" to "Light Industrial" and allow the rezoning request to be considered for approval.

Public hearings will be held at the Muskogee City Hall, 3<sup>rd</sup> Floor Council Chambers, at 229 W Okmulgee, Muskogee, OK 74401 at the following meetings and times:

1. City of Muskogee Planning & Zoning Commission on Monday, May 6, 2024, at 9:00 A.M.
2. City of Muskogee Public Works Committee on Monday, May 13, 2024, at 5:30 P.M.
3. City of Muskogee City Council on Monday, June 24, 2024, at 5:30 P.M.

This notice was published in the Muskogee Phoenix for circulation no later than Tuesday April 16, 2024, for twenty (20) days and all property owners within a 300 foot radius of the property were noticed.

#### Discussion on Rezone

Old Dominion Freight Line (ODFL) requests the rezone of the newly consolidated lots from C-2 General Commercial & A Agriculture to I-1 Light Industrial. The frontage of the lot was originally platted as the Sleepy Traveler Addition for a proposed RV Park in 2023. The owner has since decided to sell the property to ODFL. The combined lots will serve as a drop yard for commercial trucking making Muskogee a destination for further industrial and commercial expansion. The request does not conform with the future land use plan, but as the City of Muskogee is in the middle of their comprehensive plan update, the upcoming ODOT expansion of Highway 69, and the continued growth of industrial and commercial development, the preceding land use map amendment is recommended by city staff and must be approved by the city council in order to proceed with the rezone request.

Attached is the lot consolidation survey and building plans which together, conform to the requirement of section 90-03-04 since the request does not conform to the future land use plan.

#### Surrounding Zoning & Land Use

North: I-1 Light Industrial, Accessory Structures by Legacy Buildings.

East: R-1 Single Family, Single Family Homes in the Southgate RP Addition.

South: Similarly zoned, vacant farmland.

West: outside city limits.

Public hearings will be held at the Muskogee City Hall, 3<sup>rd</sup> Floor Council Chambers, at 229 W Okmulgee, Muskogee, OK 74401 at the following meetings and times:

1. City of Muskogee Planning & Zoning Commission on Monday, May 6, 2024, at 9:00 A.M.
2. City of Muskogee Public Works Committee on Monday, May 13, 2024, at 5:30 P.M.
3. City of Muskogee City Council on Monday, June 24, 2024, at 5:30 P.M.

This notice was published in the Muskogee Phoenix for circulation no later than Tuesday April 16, 2024, for twenty (20) days and all property owners within a 300 foot radius of the property were noticed.

**RECOMMENDATION: Approve Land Use Map Amendment and the Rezone**

### Request



# 2544 South 32nd Street Zoning Map



4/10/2024

 Muskogee parcels

 R-1

 I-1

Zoning

 C-2

 City of Muskogee City Limits

 A

1:2,257

0 0.01 0.03 0.05 0.06 mi

0 0.03 0.05 0.1 km

Source: Esri, USDA FSA, Esri Community Maps Contributors, Texas Parks & Wildlife, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph,

**SITE INFORMATION**

N/F: HOLMAN RECREATION LLC  
2544 SOUTH 32ND STREET,  
MUSKOGEE, OKLAHOMA 74401  
APN: 510045050  
398,232 ± SQUARE FEET, OR 9.142 ± ACRES

**DEED DESCRIPTION**

THE LAND IS DESCRIBED AS FOLLOWS:  
FOR APN/PARCEL ID(S): 510045050  
FOR TAX MAP ID(S): 45050 AND 58514  
THE N/2 OF THE N/2 OF THE SW/4 OF THE NE/4 OF SECTION 4, TOWNSHIP 14 NORTH, RANGE 18 EAST OF THE INDIAN BASE AND MERIDIAN, MUSKOGEE COUNTY, STATE OF OKLAHOMA

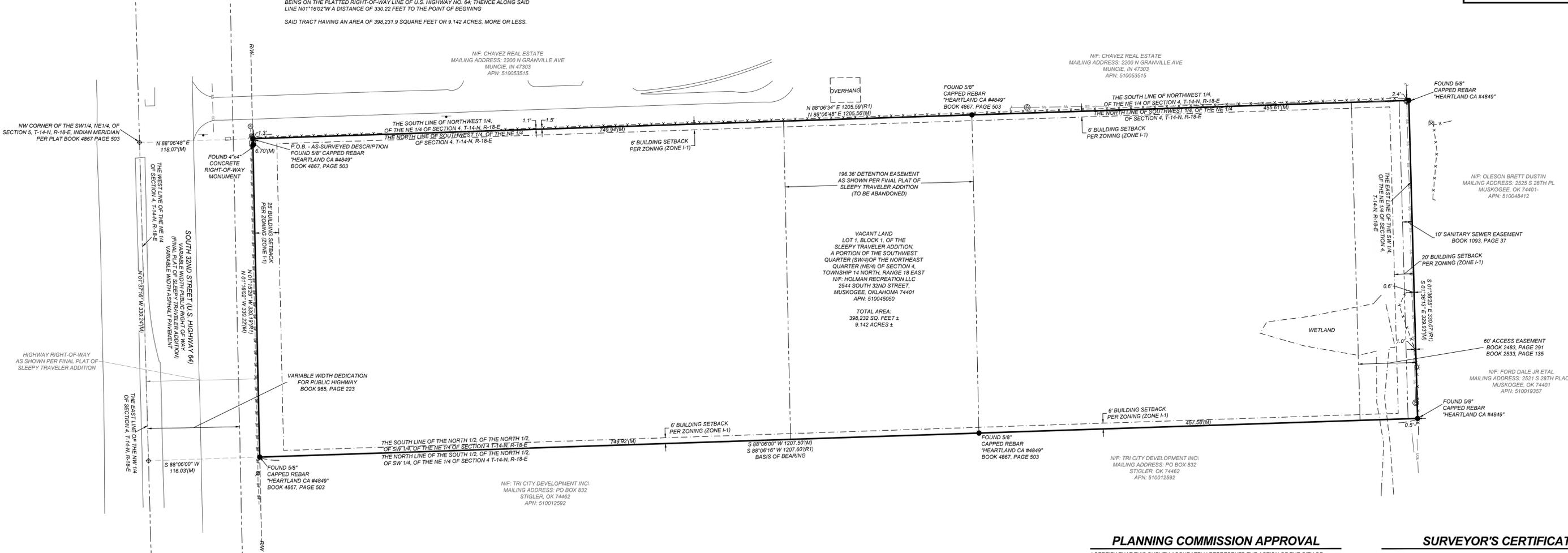
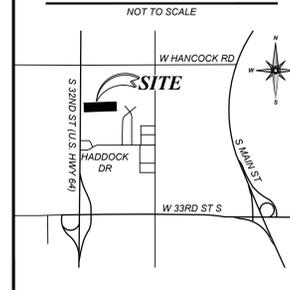
**AS-SURVEYED DESCRIPTION**

A TRACT OF LAND BEING ALL OF LOT 1, BLOCK 1, OF THE SLEEPY TRAVELER ADDITION, FILED IN THE MUSKOGEE COUNTY CLERK'S OFFICE IN PLAT BOOK 4867, PAGE 503, AND A PORTION OF THE SOUTHWEST QUARTER (SW/4) OF THE NORTHEAST QUARTER (NE/4) OF SECTION FOUR (4), TOWNSHIP FOURTEEN NORTH (T14N), RANGE EIGHTEEN EAST (R18E) OF THE INDIAN MERIDIAN, MUSKOGEE COUNTY, OKLAHOMA, TOGETHER BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 1, MARKED BY A 5/8" REBAR WITH CAP STAMPED "CA 4849" FOUND IN PLACE, THENCE  
N88°06'48"E, PASSING THROUGH A POINT MARKED BY A 5/8" REBAR WITH CAP STAMPED "CA 4849" FOUND IN PLACE FOR THE NORTHEAST CORNER OF SAID LOT 1, BLOCK 1 AT A DISTANCE OF 749.94 FEET, AND CONTINUING FOR A TOTAL DISTANCE OF 1205.56 FEET TO A POINT MARKED BY A 5/8" REBAR WITH CAP STAMPED "CA 4849" FOUND IN PLACE, THENCE  
S01°36'13"E A DISTANCE OF 329.93 FEET TO A POINT MARKED BY A 5/8" REBAR WITH CAP STAMPED "CA 4849" FOUND IN PLACE, THENCE  
S88°06'00"W, PASSING THROUGH A POINT MARKED BY A 5/8" REBAR WITH CAP STAMPED "CA 4849" FOUND IN PLACE FOR THE SOUTHEAST CORNER OF SAID LOT 1, BLOCK 1 AT A DISTANCE OF 457.58 FEET, AND CONTINUING FOR A TOTAL DISTANCE OF 1207.50 FEET TO A POINT MARKED BY A 5/8" REBAR WITH CAP STAMPED "CA 4849" FOUND IN PLACE, SAID POINT BEING ON THE PLATED RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 84, THENCE ALONG SAID LINE N01°16'02"W A DISTANCE OF 330.22 FEET TO THE POINT OF BEGINNING  
SAID TRACT HAVING AN AREA OF 398,231.9 SQUARE FEET OR 9.142 ACRES, MORE OR LESS.

**LOT CONSOLIDATION SURVEY**

2544 SOUTH 32ND STREET,  
MUSKOGEE, OKLAHOMA 74401  
MUSKOGEE COUNTY

**VICINITY MAP**



**GENERAL NOTES**

- SOME FEATURES SHOWN ON THIS PLAT MAY BE SHOWN OUT OF SCALE FOR CLARITY.
- DIMENSIONS ON THIS PLAT ARE EXPRESSED IN FEET AND DECIMAL PARTS THEREOF UNLESS OTHERWISE NOTED. MONUMENTS WERE FOUND AT POINTS WHERE INDICATED.
- COMPLETED FIELD WORK WAS DECEMBER 26, 2023.
- THE DISTANCES SHOWN HEREON ARE UNITS OF GROUND MEASUREMENT.
- NAMES AND ADDRESSES OF ADJOINING PROPERTY OWNERS WERE TAKEN FROM MUSKOGEE COUNTY GIS.
- THIS SURVEY MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.
- THIS PROJECT WAS COMPLETED UNDER MY DIRECT AND RESPONSIBLE CHARGE FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION; THAT THIS GROUND SURVEY WAS PERFORMED AT THE 90% CONFIDENCE LEVEL TO MEET FEDERAL GEOGRAPHIC DATA COMMITTEE STANDARDS; THAT THIS SURVEY WAS PERFORMED TO MEET THE SPECIFICATIONS FOR TOPOGRAPHIC AND PLANIMETRIC MAPPING CONTAINED IN THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS; THE ORIGINAL DATA WAS OBTAINED AND THAT THE SURVEY WAS COMPLETED ON DECEMBER 26, 2023, AND ALL COORDINATES ARE BASED ON NAD83(2011) EPOCH 2010.0 AND ALL ELEVATIONS ARE BASED ON NAVD83.
- PROPERTY TO BE REZONED TO I-1 - LIGHT INDUSTRIAL. THE I-1, LIGHT INDUSTRIAL DISTRICT IS INTENDED TO ACCOMMODATE MOST TYPES OF INDUSTRIAL DEVELOPMENT AS WELL AS BUSINESS PARKS. THIS DISTRICT IS DESIGNED TO PROTECT RESIDENTIAL AND LESS INTENSIVE COMMERCIAL USES BY LOCATING GENERAL INDUSTRIAL USES IN LOCATIONS REMOVED FROM SUCH RESIDENTIAL OR COMMERCIAL DEVELOPMENT. CERTAIN GENERAL INDUSTRIAL USES THAT MAY TEND TO BE OBJECTIONABLE DUE TO THEIR ODOR, VIBRATIONS, SMOKE, GLARE, HEAT, NOISE OR SIMILAR CHARACTERISTICS ARE PROVIDED AS SPECIAL USES IN THIS DISTRICT.

**FLOOD ZONE INFORMATION**

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN ZONE "X" OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 40101C0235F, WHICH BEARS AN EFFECTIVE DATE OF 02/04/2011 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA  
ZONE "X" - AREA OF MINIMAL FLOOD HAZARD, USUALLY DEPICTED ON FIRMS AS ABOVE THE 500-YEAR FLOOD LEVEL. ZONE "X" IS THE AREA DETERMINED TO BE OUTSIDE THE 500-YEAR FLOOD AND PROTECTED BY LEVEE FROM 100-YEAR FLOOD.

**BASIS OF BEARING**

THE BASIS OF BEARING OF THIS SURVEY IS GRID NORTH (G) BASED ON THE SOUTH LINE OF THE SUBJECT PROPERTY. THE BEARING IS DENOTED AS S88°06'00"W PER GPS COORDINATE OBSERVATIONS OKLAHOMA STATE PLANE, NORTH ZONE NAD83(2011).  
LATITUDE = 35°43'18.607"  
LONGITUDE = -95°24'08.1325"  
CONVERGENCE ANGLE = -01°31'58.9772"

**PLANNING COMMISSION APPROVAL**

I CERTIFY THAT THIS SURVEY ACCURATELY REPRESENTS THE ACTION OF THE CITY OF MUSKOGEE PLANNING AND ZONING COMMISSION TAKEN ON \_\_\_\_\_  
PLANNING COMMISSION CHAIRMAN: \_\_\_\_\_ DATE \_\_\_\_\_

**SURVEYOR'S CERTIFICATE**

I, DENVER WINCHESTER, PROFESSIONAL LAND SURVEYOR, IN THE STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT A SURVEY WAS MADE UNDER MY DIRECT SUPERVISION OF THE HEREON DESCRIBED PROPERTY SITUATE WITHIN MUSKOGEE COUNTY. THE SURVEY WAS MADE ON THE GROUND USING AT LEAST THE MINIMUM STANDARDS OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND FURTHER CERTIFY THAT THIS PLAT MEETS SAID STANDARDS AND ACCURATELY REPRESENTS SAID SURVEY.

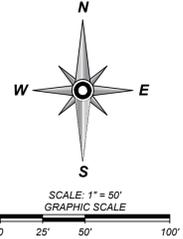
THE FIELD WORK WAS COMPLETED ON 12/26/2023.



DENVER WINCHESTER  
PROFESSIONAL LAND SURVEYOR NO. 1952  
STATE OF OKLAHOMA  
OKLAHOMA COA 5387

**LEGEND & SYMBOLS**

- FOUND MONUMENT AS-NOTED
- COMPUTED POINT
- ⊕ SIGN
- FIBER OPTIC VAULT
- SANITARY MANHOLE(S/MH)
- POWER POLE
- WATER METER
- IRRIGATION CONTROL VALVE
- UTILITY VAULT
- (M) MEASURED/CALCULATED DIMENSION
- (RT) RECORD DIMENSION PER FINAL PLAT OF SLEEPY TRAVELER ADDITION, DATED JULY 17, 2023, FILE NAME: W010865
- N/F NOW OR FORMERLY
- P.O.B. POINT OF BEGINNING
- BOUNDARY LINE
- EASEMENT LINE
- RIGHT-OF-WAY LINE
- x-x-x- FENCE LINE
- OVERHEAD POWER LINE
- UNDERGROUND SANITARY SEWER LINE
- UNDERGROUND STORM DRAIN LINE
- EDGE OF WATER
- SETBACK LINE



DATE	REVISION HISTORY	BY

**BLEW & ASSOCIATES, P.A.**  
3825 N. SHILOH DRIVE - FAYETTEVILLE, AR 72703  
EMAIL: SURVEY@BLEWINC.COM  
OFFICE: 479.443.4506 FAX: 479.582.1883  
WWW.BLEWINC.COM

**SURVEYOR JOB NUMBER:**  
23-8131.02

**SURVEY DRAWN BY:**  
CKL/S/Ts - 03/19/2024

**SURVEY REVIEWED BY:**  
DW

**SHEET:**  
1 OF 1

# Old Dominion Freight Line Muskogee

APN: 510045050  
2544 SOUTH 32ND STREET,  
MUSKOGEE, OKLAHOMA











NO.	REV.	DATE	DESCRIPTION

DRAWN BY: Matt T. Prosser, P.E.  
CHECKED BY: Kyle M. Hoyt, P.E.  
DATE: April 05, 2024  
PROJECT #: 23-099  
SCALE: AS NOTED  
SHEET TITLE: SWPPP Details  
SHEET NUMBER:

**C3.4**

### SEDIMENT TUBE INSTALLATION

**SEDIMENT TUBE SPACING**

SLOPE	MAX. SEDIMENT TUBE SPACING
LESS THAN 2%	150- FEET
2%	100- FEET
3%	75- FEET
4%	50- FEET
5%	40- FEET
6%	30- FEET
GREATER THAN 6%	25- FEET

**SEDIMENT TUBES**  
STANDARD DRAWING NO. SC-05 PAGE 1 of 2  
NOT TO SCALE  
FEBRUARY 2014 DATE

### SEDIMENT TUBES - GENERAL NOTES

- Sediment tubes may be installed along contours, in drainage conveyance channels, and around inlets to help prevent off-site discharge of sediment-laden stormwater runoff.
- Sediment tubes are elongated tubes of compacted geotextiles, curled excelsior wood, natural coconut fiber, or hardwood mulch. Straw, pine needles, and leaf mulch-filled sediment tubes are not permitted.
- The outer netting of the sediment tube should consist of seamless, high-density polyethylene photodegradable materials treated with ultraviolet stabilizers or a seamless, high-density polyethylene non-degradable material.
- Sediment tubes, when used as checks within channels, should range between 18-inches and 24-inches depending on channel dimensions. Diameters outside this range may be allowed where necessary when approved.
- Curled excelsior wood, or natural coconut products that are rolled up to create a sediment tube are not allowed.
- Sediment tubes should be staked using wooden stakes (2-inch X 2-inch) or steel posts (standard "U" or "T" sections with a minimum weight of 1.25 pounds per foot) at a minimum of 48-inches in length placed on 2-foot centers.
- Install all sediment tubes to ensure that no gaps exist between the soil and the bottom of the tube. Manufacturer's recommendations should always be consulted before installation.
- The ends of adjacent sediment tubes should be overlapped 6-inches to prevent flow and sediment from passing through the field joint.
- Sediment tubes should not be stacked on top of one another, unless recommended by manufacturer.
- Each sediment tube should be installed in a trench with a depth equal to 1/3 the diameter of the sediment tube.
- Sediment tubes should continue up the side slopes a minimum of 1-foot above the design flow depth of the channel.
- Install stakes at a diagonal facing incoming runoff.

### SEDIMENT TUBES - INSPECTION & MAINTENANCE

- The key to functional sediment tubes is weekly inspections, routine maintenance, and regular sediment removal.
- Regular inspections of sediment tubes shall be conducted once every calendar week and, as recommended, within 24-hours after each rainfall event that produces 1/2-inch or more of precipitation.
- Attention to sediment accumulations in front of the sediment tube is extremely important. Accumulated sediment should be continually monitored and removed when necessary.
- Remove accumulated sediment when it reaches 1/3 the height of the sediment tube.
- Removed sediment shall be placed in stockpile storage areas or spread thinly across disturbed area. Stabilize the removed sediment after it is relocated.
- Large debris, trash, and leaves should be removed from in front of tubes when found.
- If erosion causes the edges to fall to a height equal to or below the height of the sediment tube, repairs should be made immediately to prevent runoff from bypassing tube.
- Sediment tubes should be removed after the contributing drainage area has been completely stabilized. Permanent vegetation should replace areas from which sediment tubes have been removed.

**SEDIMENT TUBES**  
STANDARD DRAWING NO. SC-05 PAGE 2 of 2  
GENERAL NOTES  
FEBRUARY 2014 DATE

### SILT FENCE INSTALLATION

### FLAT-BOTTOM TRENCH DETAIL

### V-SHAPED TRENCH DETAIL

### SILT FENCE - GENERAL NOTES

- Do not place silt fence across channels or in other areas subject to concentrated flows. Silt fence should not be used as a velocity control BMP. Concentrated flows are any flows greater than 0.5 cfs.
- Maximum sheet or overland flow path length to the silt fence shall be 100-feet.
- Maximum slope steepness (normal [perpendicular] to the fence line) shall be 2:1.
- Silt fence joints, when necessary, shall be completed by one of the following options:
  - Wrap each fabric together at a support post with both ends fastened to the post, with a 1-foot minimum overlap.
  - Overlap silt fence by installing 3-feet passed the support post to which the new silt fence roll is attached. Attach old roll to new roll with heavy-duty plastic ties or;
  - Overlap entire width of each silt fence roll from one support post to the next support post.
- Attach filter fabric to the steel posts using heavy-duty plastic ties that are evenly spaced within the top 8-inches of the fabric.
- Install the silt fence perpendicular to the direction of the stormwater flow and place the silt fence the proper distance from the toe of steep slopes to provide sediment storage and access for maintenance and cleanout.
- Install Silt Fence Checks (Tie-Backs) every 50-100 feet, dependent on slope, along silt fence that is installed with slope and where concentrated flows are expected or are documented along the proposed/installed silt fence.

**SILT FENCE**  
STANDARD DRAWING NO. SC-03 PAGE 1 of 2  
NOT TO SCALE  
FEBRUARY 2014 DATE

### SILT FENCE - POST REQUIREMENTS

- Silt fence posts must be 48-inch long steel posts that meet, at a minimum, the following physical characteristics:
  - Composed of a high strength steel with a minimum yield strength of 50,000 psi.
  - Include a standard "T" section with a nominal face width of 1.38-inches and a nominal "T" length of 1.48-inches.
  - Weigh 1.25 pounds per foot (± 8%).
- Posts shall be equipped with projections to aid in fastening of filter fabric.
- Steel posts may need to have a metal soil stabilization plate welded near the bottom when installed along steep slopes or installed in loose soils. The plate should have a minimum cross section of 17-square inches and be composed of 15 gauge steel, at a minimum. The metal soil stabilization plate should be completely buried.
- Install posts to a minimum of 24-inches. A minimum height of 1- to 2-inches above the fabric shall be maintained, and a maximum height of 3 feet shall be maintained above the ground.
- Post spacing shall be at a maximum of 6-feet on center.

### SILT FENCE - FABRIC REQUIREMENTS

- Silt fence must be composed of woven geotextile filter fabric that consists of the following requirements:
  - Composed of fibers consisting of long chain synthetic polymers of at least 85% by weight of polyolefins, polyesters, or polyamides that are formed into a network such that the filaments or yarns retain dimensional stability relative to each other.
  - Free of any treatment or coating which might adversely alter its physical properties after installation.
  - Free of any defects or flaws that significantly affect its physical and/or filtering properties; and,
  - Have a minimum width of 36-inches.
- Use only fabric appearing on SC DOT's Qualified Products Listing (QPL), Approval Sheet #34, meeting the requirements of the most current edition of the SC DOT Standard Specifications for Highway Construction.
- 12-inches of the fabric should be placed within excavated trench and tied in when the trench is backfilled.
- Filter Fabric shall be purchased in continuous rolls and cut to the length of the barrier to avoid joints.
- Filter fabric shall be installed at a minimum of 24-inches above the ground.

### SILT FENCE - INSPECTION & MAINTENANCE

- The key to functional silt fence is weekly inspections, routine maintenance, and regular sediment removal.
- Regular inspections of silt fence shall be conducted once every calendar week and, as recommended, within 24-hours after each rainfall event that produces 1/2-inch or more of precipitation.
- Attention to sediment accumulations along the silt fence is extremely important. Accumulated sediment should be continually monitored and removed when necessary.
- Remove accumulated sediment when it reaches 1/3 the height of the silt fence.
- Removed sediment shall be placed in stockpile storage areas or spread thinly across disturbed area. Stabilize the removed sediment after it is relocated.
- Check for areas where stormwater runoff has eroded a channel beneath the silt fence, or where the fence has sagged or collapsed due to runoff overlapping the silt fence. Install checks/tie-backs and/or reinstall silt fence, as necessary.
- Check for tears within the silt fence, areas where silt fence has begun to decompose, and for any other circumstance that may render the silt fence ineffective. Removed damaged silt fence and reinstall new silt fence immediately.
- Silt fence should be removed within 30 days after final stabilization is achieved and once it is removed, the resulting disturbed area shall be permanently stabilized.

**SILT FENCE**  
STANDARD DRAWING NO. SC-03 PAGE 2 of 2  
GENERAL NOTES  
FEBRUARY 2014 DATE

### EXCAVATED PIT CONCRETE WASHOUT

### CONCRETE WASHOUT EXCAVATED PIT

- ACTUAL LAYOUT DETERMINED IN FIELD.
- INSTALL CONCRETE WASHOUT SIGN (24"x24", MINIMUM) WITHIN 30' OF THE TEMPORARY CONCRETE WASHOUT FACILITY.
- TEMPORARY WASHOUT AREA MUST BE AT LEAST 50' FROM A STORM DRAIN, CREEK BANK OR PERIMETER CONTROL.
- CLEAN OUT CONCRETE WASHOUT AREA WHEN 50% FULL.
- THE KEY TO FUNCTIONAL CONCRETE WASHOUTS IS WEEKLY INSPECTIONS, ROUTINE MAINTENANCE, AND REGULAR CLEAN OUT.
- SILT FENCE SHALL BE INSTALLED AROUND PERIMETER OF CONCRETE WASHOUT AREA EXCEPT FOR THE SIDE UTILIZED FOR ACCESSING THE WASHOUT.
- A ROCK CONSTRUCTION ENTRANCE MAY BE NECESSARY ALONG ONE SIDE OF THE WASHOUT TO PROVIDE VEHICLE ACCESS.

**CONCRETE WASHOUT**  
STANDARD DRAWING NO. RC-08 PAGE 1 of 1  
NOT TO SCALE  
FEBRUARY 2014 DATE

### CONSTRUCTION ENTRANCE

SPECIFICATION	SIZE
ROCK PAD THICKNESS	6 INCHES
ROCK PAD WIDTH	24 FEET
ROCK PAD LENGTH	100 FEET
ROCK PAD STONE SIZE	D = 2-3 INCHES

**CONSTRUCTION ENTRANCE**  
STANDARD DRAWING NO. SC-06 PAGE 1 of 2  
NOT TO SCALE  
FEBRUARY 2014 DATE

### CONSTRUCTION ENTRANCE - GENERAL NOTES

- Stabilized construction entrances should be used at all points where traffic will egress/ingress a construction site onto a public road or any impervious surfaces, such as parking lots.
- Install a non-woven geotextile fabric prior to placing any stone.
- Install a culvert pipe across the entrance when needed to provide positive drainage.
- The entrance shall consist of 2-inch to 3-inch D50 stone placed at a minimum depth of 6-inches.
- Minimum dimensions of the entrance shall be 24-feet wide by 100-feet long, and may be modified as necessary to accommodate site constraints.
- The edges of the entrance shall be tapered out towards the road to prevent tracking at the edge of the entrance.
- Divert all surface runoff and drainage from the stone pad to a sediment trap or basin or other sediment trapping structure.
- Limestone may not be used for the stone pad.

### CONSTR. ENTRANCE - INSPECTION & MAINTENANCE

- The key to functional construction entrances is weekly inspections, routine maintenance, and regular sediment removal.
- Regular inspections of construction entrances shall be conducted once every calendar week and, as recommended, within 24-hours after each rainfall event that produces 1/2-inch or more of precipitation.
- During regular inspections, check for mud and sediment buildup and pad integrity. Inspection frequencies may need to be more frequent during long periods of wet weather.
- Reshape the stone pad as necessary for drainage and runoff control.
- Wash or replace stones as needed and as directed by site inspector. The stone in the entrance should be washed or replaced whenever the entrance fails to reduce the amount of mud being carried off-site by vehicles. Frequent washing will extend the useful life of stone pad.
- Immediately remove mud and sediment tracked or washed onto adjacent impervious surfaces by brushing or sweeping. Flushing should only be used when the water can be discharged to a sediment trap or basin.
- During maintenance activities, any broken pavement should be repaired immediately.
- Construction entrances should be removed after the site has reached final stabilization. Permanent vegetation should replace areas from which construction entrances have been removed, unless area will be converted to an impervious surface to serve post-construction.

**CONSTRUCTION ENTRANCE**  
STANDARD DRAWING NO. SC-06 PAGE 2 of 2  
GENERAL NOTES  
FEBRUARY 2014 DATE

### SILT FENCE ROCK OUTLET

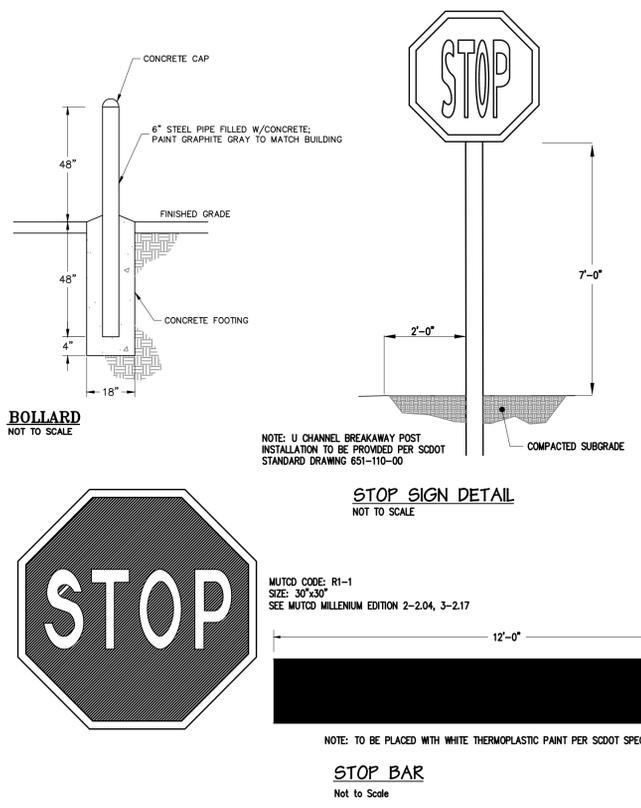
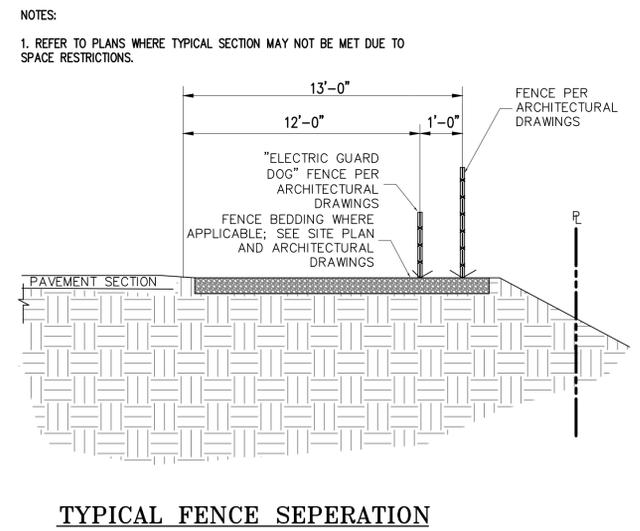
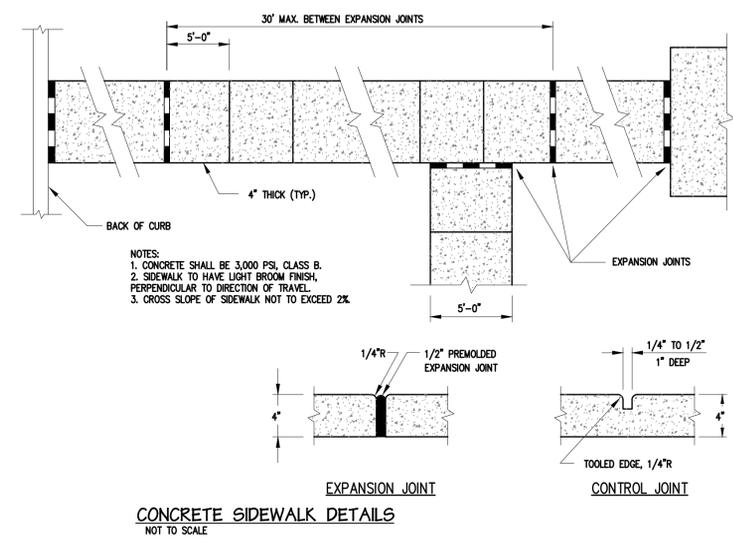
### SILT FENCE ROCK OUTLET

- WASHED STONE (#57) TO BE REMOVED AND REPLACED ONCE IT BECOMES CLOGGED WITH SEDIMENT.
- SEDIMENT TO BE REMOVED WHEN ACCUMULATIONS REACH 1/3 HEIGHT OF SILT FENCE.
- THE KEY TO FUNCTIONAL ROCK OUTLETS IS WEEKLY INSPECTIONS, ROUTINE MAINTENANCE, AND REGULAR SEDIMENT REMOVAL.

**SILT FENCE ROCK OUTLET**  
STANDARD DRAWING NO. SC-14 PAGE 1 of 1  
NOT TO SCALE  
FEBRUARY 2014 DATE



Drawings for  
**Old Dominion Freight Line**  
Muskogee, OK



REV	DATE	DESCRIPTION	BY

DRAWN BY: Matt T. Prosser, P.E.  
CHECKED BY: Kyle M. Hoyt, P.E.  
DATE: April 05, 2024  
PROJECT #: 23-099  
SCALE: AS NOTED  
SHEET TITLE:  
**Site Details**

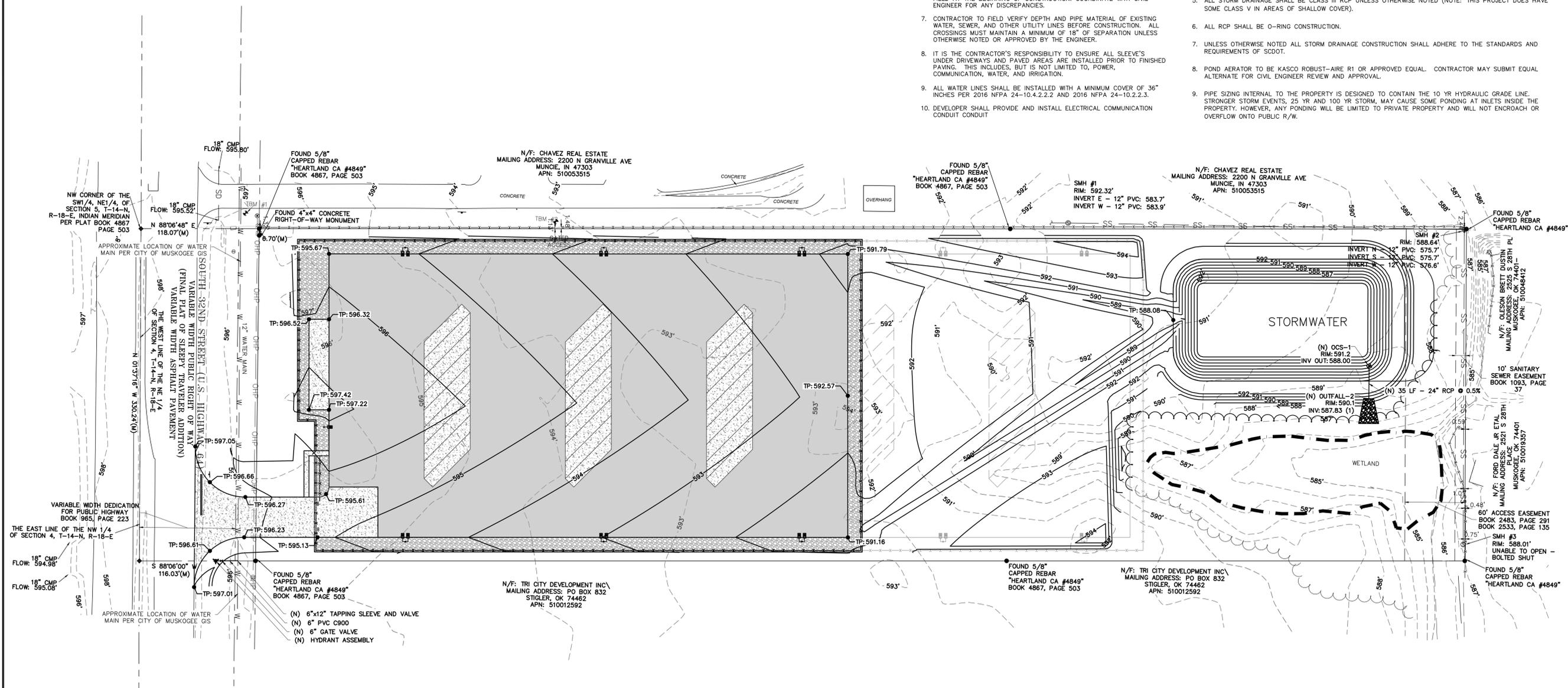
SHEET NUMBER:  
**C4.2**

**WATER AND UTILITY GENERAL NOTES:**

1. ALL NEW WATER LINES SHALL CONFORM TO CITY OF MUSKOGEE STANDARD SPECIFICATIONS.
2. POWER, GAS, AND COMMUNICATION ARE SHOWN FOR REFERENCE PURPOSES ONLY. ALL UTILITY REQUIREMENTS AND ROUTING SHALL BE CONFIRMED WITH MP&E AND THE UTILITY PROVIDER.
3. 18" MIN. VERTICAL SEPARATION SHALL BE PROVIDED AT ALL UTILITY CROSSINGS UNLESS OTHERWISE NOTED.
4. NOT ALL FITTINGS (I.E. BENDS, RESTRAINTS, ETC.) ARE SHOWN. IT IS THE CONTRACTOR'S RESPONSIBILITY TO IDENTIFY FITTINGS REQUIRED BASED ON THE ALIGNMENT SHOWN.
5. RESTRAINED JOINTS ARE NOT GRAPHICALLY REFLECTED IN THE DRAWING. IT IS THE CONTRACTOR'S RESPONSIBILITY TO IMPLEMENT RESTRAINED JOINTS AS REQUIRED UNDER THE CITY OF MUSKOGEE SPECIFICATIONS.
6. ALL EXISTING UTILITIES SHOWN ARE BASED ON PUPS UTILITY LOCATE AND ABOVE GROUND OBSERVATIONS. ALL UTILITIES SHALL BE VERIFIED IN THE FIELD AT THE BEGINNING OF CONSTRUCTION. COORDINATE WITH CIVIL ENGINEER FOR ANY DISCREPANCIES.
7. CONTRACTOR TO FIELD VERIFY DEPTH AND PIPE MATERIAL OF EXISTING WATER, SEWER, AND OTHER UTILITY LINES BEFORE CONSTRUCTION. ALL CROSSINGS MUST MAINTAIN A MINIMUM OF 18" OF SEPARATION UNLESS OTHERWISE NOTED OR APPROVED BY THE ENGINEER.
8. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE ALL SLEEVE'S UNDER DRIVEWAYS AND PAVED AREAS ARE INSTALLED PRIOR TO FINISHED PAVING. THIS INCLUDES, BUT IS NOT LIMITED TO, POWER, COMMUNICATION, WATER, AND IRRIGATION.
9. ALL WATER LINES SHALL BE INSTALLED WITH A MINIMUM COVER OF 36" INCHES PER 2016 NFPA 24-10.4.2.2.2 AND 2016 NFPA 24-10.2.2.3.
10. DEVELOPER SHALL PROVIDE AND INSTALL ELECTRICAL COMMUNICATION CONDUIT CONDUIT

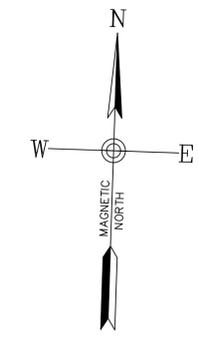
**PAVING GRADING AND DRAINAGE NOTES:**

1. GRADING IN THIS PLAN CAN BE LIMITED TO 0.1'. WHERE REQUIRED, CONTRACTOR SHALL ENSURE FINER IN-FIELD GRADE ADJUSTMENTS ARE IMPLEMENTED TO ENSURE POSITIVE DRAINAGE IS MAINTAINED. FLAT SLOPES SHALL NOT BE PERMITTED. COORDINATE WITH ENGINEER IF ANY AREAS IN THE PLAN REQUIRE FURTHER DETAIL FOR INSTALLATION.
2. PRIOR TO GRADING ACTIVITIES IT IS THE CONTRACTOR'S RESPONSIBILITY TO CHECK INTO SURVEY CONTROL AND VERIFY TOPOGRAPHIC INFORMATION. COORDINATE WITH ENGINEER IF DISCREPANCIES ARE ENCOUNTERED WHICH MAY AFFECT ANTICIPATED EARTHWORK QUANTITIES.
3. CONTRACTOR SHALL PROVIDE ADD ALTERNATE PRICING FOR CONCRETE PAVEMENT WITHIN YARD IN LIEU OF HEAVY-DUTY ASPHALT. COORDINATE WITH CIVIL ENGINEER IF NEEDED.
4. THIS PROJECT WILL HAVE A GEOTECHNICAL REPORT. THE REPORT MAY NOT HAVE BEEN AVAILABLE DURING ORIGINAL DESIGN DRAWING CREATION. CONTRACTOR SHALL OBTAIN A COPY OF THIS REPORT ADHERE TO THE REQUIREMENTS OF THE REPORT. COORDINATE WITH CIVIL ENGINEER IF DISCREPANCIES BETWEEN THE REPORT AND DRAWINGS EXIST.
5. ALL STORM DRAINAGE SHALL BE CLASS III RCP UNLESS OTHERWISE NOTED (NOTE: THIS PROJECT DOES HAVE SOME CLASS V IN AREAS OF SHALLOW COVER).
6. ALL RCP SHALL BE O-RING CONSTRUCTION.
7. UNLESS OTHERWISE NOTED ALL STORM DRAINAGE CONSTRUCTION SHALL ADHERE TO THE STANDARDS AND REQUIREMENTS OF SCDOT.
8. POND AERATOR TO BE KASCO ROBUST-AIRE R1 OR APPROVED EQUAL. CONTRACTOR MAY SUBMIT EQUAL ALTERNATE FOR CIVIL ENGINEER REVIEW AND APPROVAL.
9. PIPE SIZING INTERNAL TO THE PROPERTY IS DESIGNED TO CONTAIN THE 10 YR HYDRAULIC GRADE LINE. STRONGER STORM EVENTS, 25 YR AND 100 YR STORM, MAY CAUSE SOME PONDING AT INLETS INSIDE THE PROPERTY. HOWEVER, ANY PONDING WILL BE LIMITED TO PRIVATE PROPERTY AND WILL NOT ENCROUGH OR OVERFLOW ONTO PUBLIC R/W.



**PAVING LEGEND**

- CONCRETE
- HEAVY DUTY ASPHALT



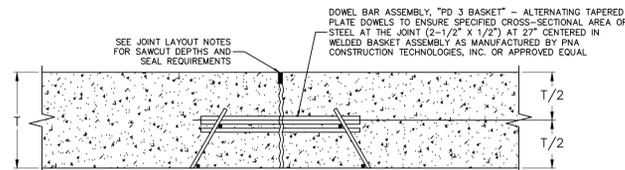
Drawings for  
**Old Dominion Freight Line**  
 Muskogee, OK

REV	DATE	DESCRIPTION

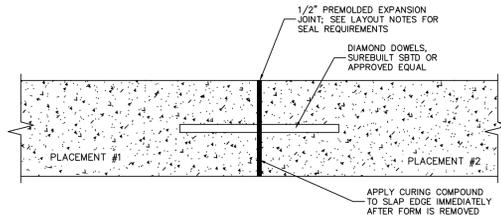
DRAWN BY: Matt T. Prosser, P.E.  
 CHECKED BY: Kyle M. Hoyt, P.E.  
 DATE: April 05, 2024  
 PROJECT #: 23-099  
 SCALE: 1"=50'  
 SHEET TITLE:  
**Paving, Grading,  
 Drainage, and  
 Utilities**

SHEET NUMBER:  
**C5.1**

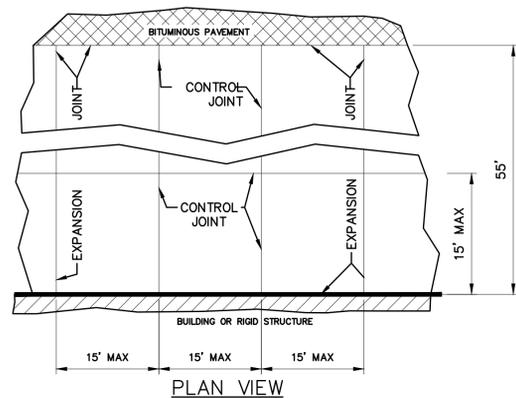




**TYPICAL CONTROL JOINT**  
NOT TO SCALE

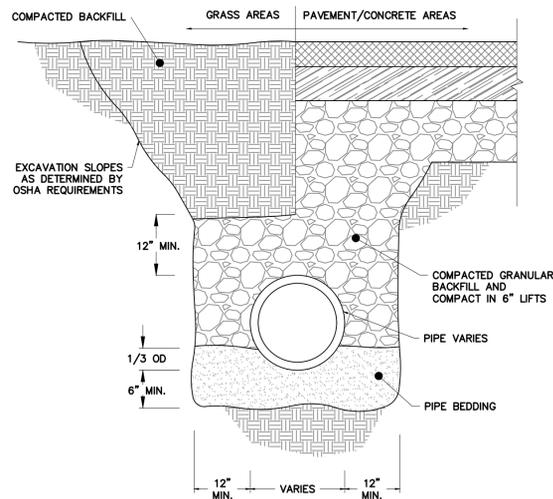


**TYPICAL EXPANSION/CONSTRUCTION JOINT**  
NOT TO SCALE

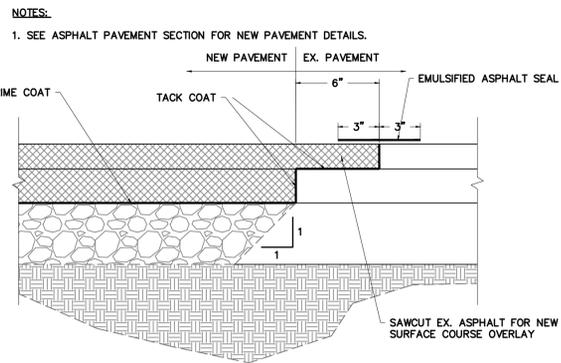


- NOTES:**
- CONTROL JOINTS TO BE 1/4" TO 3/8" SAW CUT. DEPTH TO BE 2" AND JOINT TO BE SEALED WITH SELF-LEVELING, UV RESISTANT, EXTERIOR GRADE, NON-PRIMING POLYURETHANE SEALANT. SEALANT TO BE FLUSH WITH CONCRETE SURFACE.
  - WIRE SUPPORTS SHALL BE SPACED AT 4'-0" (MAX.) IN BOTH DIRECTIONS.
  - IN GENERAL PROVIDE EXPANSION JOINTS AT MAXIMUM 60' SPACING PERPENDICULAR TO THE BUILDING AND AGAINST BUILDINGS, SIDEWALKS, DRIVEWAY APRONS, BUILDING PADS AND OTHER STRUCTURES. EXPANSION JOINTS MAY BE ELIMINATED DURING LARGER CONTINUOUS POURS IF COORDINATED WITH ENGINEER PRIOR TO INSTALLATION. EXPANSION JOINTS SHALL BE REQUIRED BETWEEN POURS IN ANY CASE.
  - DIAMOND DOWELS, SUREBUILT SBTD OR APPROVED EQUAL TO BE PROVIDED AT PAD EXPANSION JOINTS BETWEEN POURS.
  - SEAL CONCRETE/ASPHALT PAVING JOINT WITH PG 64-22 ASPHALT.
  - REFER TO PLAN VIEW FOR LANDING PAD DIMENSIONS.

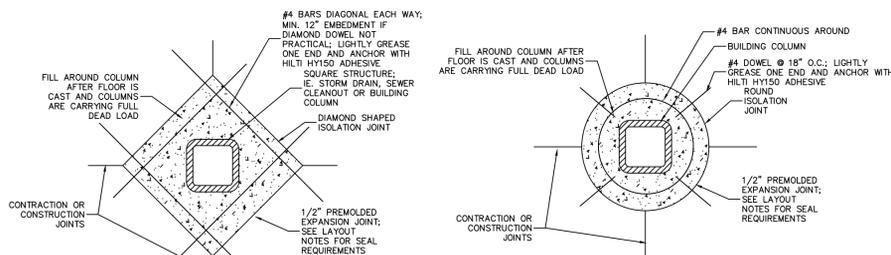
**CONCRETE LOADING DOCK & LANDING PAD JOINT DETAILS**  
NOT TO SCALE



**RCP TRENCH DETAIL**  
NOT TO SCALE

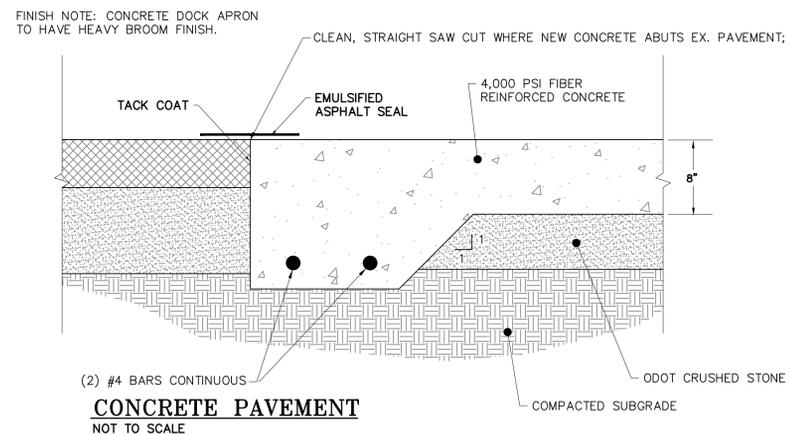


**NEW PAVEMENT TO EX PAVEMENT JOINT DETAIL**  
NOT TO SCALE

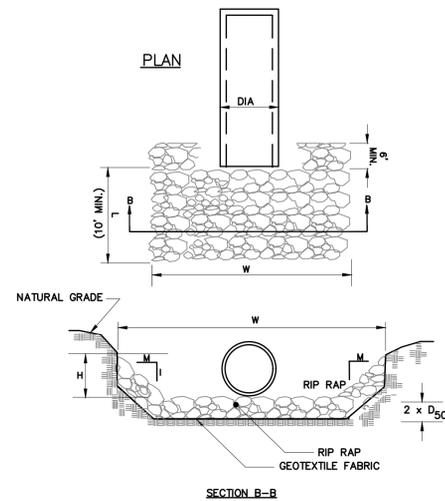


**RECTANGULAR EXPANSION JOINT**  
NOT TO SCALE

**ROUND EXPANSION JOINT**  
NOT TO SCALE

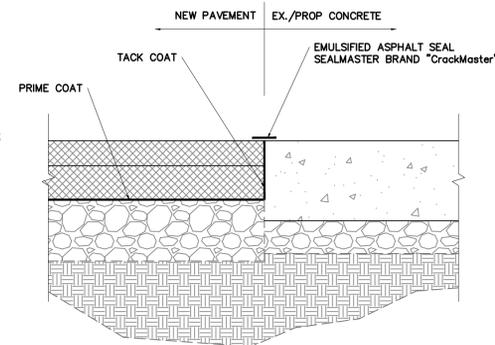


**CONCRETE PAVEMENT**  
NOT TO SCALE



**RIPRAP APRON AT PIPE OUTLETS**  
NOT TO SCALE

- NOTES:**
- SEE ASPHALT PAVING SECTION FOR NEW PAVEMENT DETAILS.
  - SEE CONCRETE APRON DETAILS FOR CONCRETE SECTION REQUIREMENTS.



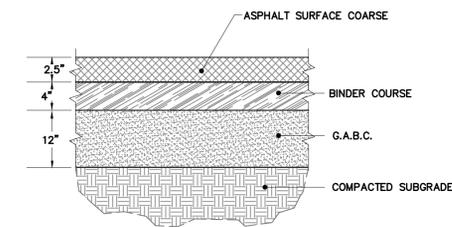
**NEW PAVEMENT TO CONCRETE JOINT DETAIL**  
NOT TO SCALE

- NOTES:**
- GRADED AGGREGATE BASE COURSE (G.A.B.C.) SHALL MEET OKLAHOMA
- RIPRAP SHOULD EXTEND UP BOTH SIDES OF THE APRON AND AROUND THE END OF THE PIPE OR CULVERT AT THE DISCHARGE OUTLET AT A MAXIMUM SLOPE OF 3:1 (W:1) AND A HEIGHT (H) NOT LESS THAN TWO THIRDS THE PIPE DIAMETER OR CULVERT HEIGHT.
- THERE SHALL BE NO OVERFLOW FROM THE END OF THE APRON TO THE SURFACE OF THE RECEIVING CHANNEL. THE AREA TO BE PAVED OR RIPRAPPED SHALL BE UNDERCUT SO THAT THE INVERT OF THE APRON SHALL BE AT THE SAME GRADE (FLUSH) WITH THE SURFACE OF THE RECEIVING CHANNEL. THE APRON SHALL HAVE A CUTOFF OR TOE WALL AT THE DOWNSTREAM END.
- THE WIDTH OF THE END OF THE APRON SHALL BE EQUAL TO THE BOTTOM WIDTH OF THE RECEIVING CHANNEL. MAXIMUM TAPER TO RECEIVING CHANNEL 5:1
- ALL SUBGRADE FOR STRUCTURE TO BE COMPACTED TO 95% OR GREATER.
- THE PLACING OF FILL, EITHER LOOSE OR COMPACTED IN THE RECEIVING CHANNEL SHALL NOT BE ALLOWED.
- NO BENDS OR CURVES IN THE HORIZONTAL ALIGNMENT OF THE APRON WILL BE PERMITTED.
- GEOTEXTILE FILTER FABRIC IS REQUIRED UNDER RIP RAP.
- ANY DISTURBED AREA FROM END OF APRON TO RECEIVING CHANNEL MUST BE STABILIZED.
- WIDTH (W)= DIAMETER OF PIPE + LENGTH OF APRON

Pipe Diameter (DIA)	Rip-rap Size (D <sub>50</sub> )	Width (W)	Length (L)
24"	6"	15'	25'

**PAVEMENT SECTION**

- DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS.
- THE SURFACE COURSE SHALL BE APPLIED NO LESS THAN 4 DAYS AND NO MORE THAN 7 DAYS AFTER THE APPLICATION OF PRIME COAT EXCEPT AS APPROVED BY THE ENGINEER.
- THE SURFACE COURSE SHALL MEET THE REQUIREMENTS OF ODOT.
- THE SUBGRADE SHALL BE PREPARED IN ACCORDANCE WITH ODOT STANDARDS.
- REFER TO GEOTECHNICAL REPORT FOR ADDITIONAL ASPHALT PAVING REQUIREMENTS.



**HEAVY DUTY ASPHALT**  
NOT TO SCALE



Old Dominion Freight Line  
Muskegee, OK

REV	DATE	DESCRIPTION	BY

DRAWN BY: Matt T. Prosser, P.E.  
 CHECKED BY: Kyle M. Hoyt, P.E.  
 DATE: April 05, 2024  
 PROJECT #: 23-099  
 SCALE: AS NOTED  
 SHEET TITLE: Paving, Grading, and Drainage Details  
 SHEET NUMBER:

**C5.2**

**ORDINANCE NO. 4231-A**

**AN ORDINANCE OF THE CITY OF MUSKOGEE, OKLAHOMA, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF MUSKOGEE, AS PROVIDED BY CHAPTER 90 OF THE CITY OF MUSKOGEE CITY CODE, RE-ZONING PROPERTY LOCATED AT 2544 S 32ND STREET, IN THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 14 NORTH, RANGE 18 EAST OF THE INDIAN BASE AND MERIDIAN, MUSKOGEE COUNTY, OKLAHOMA, AS FURTHER HEREIN DESCRIBED; PROVIDING FOR REPEALER, SEVERABILITY, AND SETTING AN EFFECTIVE DATE.**

**(Old Dominion Freight Line, Applicant)**

**FROM C-2 GENERAL COMMERCIAL AND A AGRICULTURE**

**TO**

**I-1 LIGHT INDUSTRIAL**

WHEREAS, the City of Muskogee Planning and Zoning Commission, in a meeting held [date of planning meeting], 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 TRACT OF LAND BEING ALL OF LOT 1, BLOCK 1, OF THE SLEEPY TRAVELER ADDITION, FILED IN THE MUSKOGEE COUNTY CLERK'S OFFICE IN PLAT BOOK 4867, PAGE 503, AND A PORTION OF THE SOUTHWEST QUARTER (SW/4) OF THE NORTHEAST QUARTER (NE/4) OF SECTION FOUR (4), TOWNSHIP FOURTEEN NORTH (T14N), RANGE EIGHTEEN EAST (R18E) OF THE INDIAN MERIDIAN, MUSKOGEE COUNTY, OKLAHOMA, TOGETHER BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 1, MARKED BY A 5/8" REBAR WITH CAP STAMPED "CA 4849" FOUND IN PLACE; THENCE N88°06'48"E, PASSING THROUGH A POINT MARKED BY A 5/8" REBAR WITH CAP STAMPED "CA 4849" FOUND IN PLACE FOR THE NORTHEAST CORNER OF SAID LOT 1, BLOCK 1 AT A DISTANCE OF 749.94 FEET, AND CONTINUING FOR A TOTAL DISTANCE OF 1205.56 FEET TO A POINT MARKED BY A 5/8" REBAR WITH CAP STAMPED**

**"CA 4849" FOUND IN PLACE; THENCE S01°36'13"E A DISTANCE OF 329.93 FEET TO A POINT MARKED BY A 5/8" REBAR WITH CAP STAMPED "CA 4849" FOUND IN PLACE; THENCE S88°06'00"W, PASSING THROUGH A POINT MARKED BY A 5/8" REBAR WITH CAP STAMPED "CA 4849" FOUND IN PLACE FOR THE SOUTHEAST CORNER OF SAID LOT 1, BLOCK 1 AT A DISTANCE OF 457.58 FEET, AND CONTINUING FOR A TOTAL DISTANCE OF 1207.50 FEET TO A POINT MARKED BY A 5/8" REBAR WITH CAP STAMPED "CA 4849" FOUND IN PLACE, SAID POINT BEING ON THE PLATTED RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 64; THENCE ALONG SAID LINE N01°16'02"W A DISTANCE OF 330.22 FEET TO THE POINT OF BEGINNING SAID TRACT HAVING AN AREA OF 398,231.9 SQUARE FEET OR 9.142 ACRES, MORE OR LESS.**

**FROM C-2 GENERAL COMMERCIAL AND A AGRICULTURE  
TO  
I-1 LIGHT INDUSTRIAL**

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 \_\_\_\_\_ DAY OF JUNE 2024.

\_\_\_\_\_  
W. PATRICK CALE, MAYOR

ATTEST:

\_\_\_\_\_  
TAMMY L. TRACY, CITY CLERK

(SEAL)

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

---

**KATRINA BODENHAMER, CITY ATTORNEY**

DRAFT

**Public Works Committee**

**3.**

**Meeting Date:** 06/10/2024

**Initiator:** Jody King, Planning Director

---

**Information**

**AGENDA ITEM TITLE:**

Hold a Public Hearing and consider approval of Ordinance No. 4232-A, rezoning the property located at 2109 Ward Street, Southeast Section 24, Township 14 North, Range 18 East from R-1, Single Family, to I-1, Light Industrial, and if approved, authorize Staff to revise the Official Zoning Map of the City, or take other necessary action. (Jody King)

**LEGAL DESCRIPTION:**

The West 208.7 feet of the East 936.1 feet of the North 208.7 feet of the SE/4 of the NE/4 of Section 24, T15N, R18E of the I.B.&M., Muskogee County, State of Oklahoma. Containing 1.00 acres, more or less.

**BACKGROUND:**

Joe Rockey (applicant & owner) has requested a rezone of his property located at 2109 Ward Street from R-1 Single Family Residential to I-1 Light Industrial. The proposed use of the property will be for a commercial storage building. The request conforms to the 2013 Muskogee Comprehensive Plan and Future Land use Plan.

**Surrounding Zoning & Land Use**

North: I-1 Light Industrial, Manufacturing.

East: R-1 Single Family, vacant land.

South: R-1 Single Family, vacant land

West: R-1 Single Family, Turner Addition

Public hearings will be held at the Muskogee City Hall, 3<sup>rd</sup> Floor Council Chambers, at 229 W Okmulgee, Muskogee, OK 74401 at the following meetings and times:

1. City of Muskogee Planning & Zoning Commission on Monday, May 6, 2024 at 9:00 A.M.
2. City of Muskogee Public Works Committee on Monday, May 13, 2024 at 5:30 P.M.
3. City of Muskogee City Council on Monday, June 24, 2024 at 5:30 P.M.

This notice was published in the Muskogee Phoenix for circulation no later than Tuesday, April 16, 2024 and all property owners within a 300 foot radius of the property were noticed.

At the planning commission meeting held on May 6, 2024, the commission recommended approval for the ordinance.

**RECOMMENDED STAFF ACTION:**

Recommend Approval

---

## **Fiscal Impact**

### **Attachments**

Staff Report

Site Plan

Building Plans

Ordinance 4232-A DRAFT

---

## **Planning & Community Development Staff Report**

**City of Muskogee Planning & Zoning Commission, Monday, May 6, 2024 at  
9:00 A.M. at City of Muskogee City Hall, 229 W Okmulgee Ave., 3<sup>rd</sup> Floor  
Council Chambers**

Hold a public hearing and consider a recommendation to the City Council of the City of Muskogee to approve ordinance 4232-A, a rezone request for the property located at 2109 Ward Street, Southeast Section 24, Township 14 North, Range 18 East rezoning the property from R-1 Single Family to I-1 Light industrial, and if approved, authorize staff to update the official city map.

### **Planning Department Analysis**

- Current Zoning & Use
  - R-1 Single Family Residential
  - Vacant agricultural land
- Proposed Zoning & Use
  - I-1 Light Industrial
  - Commercial Storage Facility.
- Section, Township, Range
  - SE quarter of the NE quarter of Section 24, Township 15 North, Range 18 East of the Indian Meridian.
- Street Address: 2109 Ward Street

### **Legal Description**

The West 208.7 feet of the East 936.1 feet of the North 208.7 feet of the SE/4 of the NE/4 of Section 24, T15N, R18E of the I.B.&M., Muskogee County, State of Oklahoma. Containing 1.00 acres, more or less.

### **Discussion**

Joe Rockey (applicant & owner) has requested a rezone of his property located at 2109 Ward Street from R-1 Single Family Residential to I-1 Light Industrial. The proposed use of the property will be for a commercial storage building. The request conforms to the 2013 Muskogee Comprehensive Plan and Future Land use Plan.

### **Surrounding Zoning & Land Use**

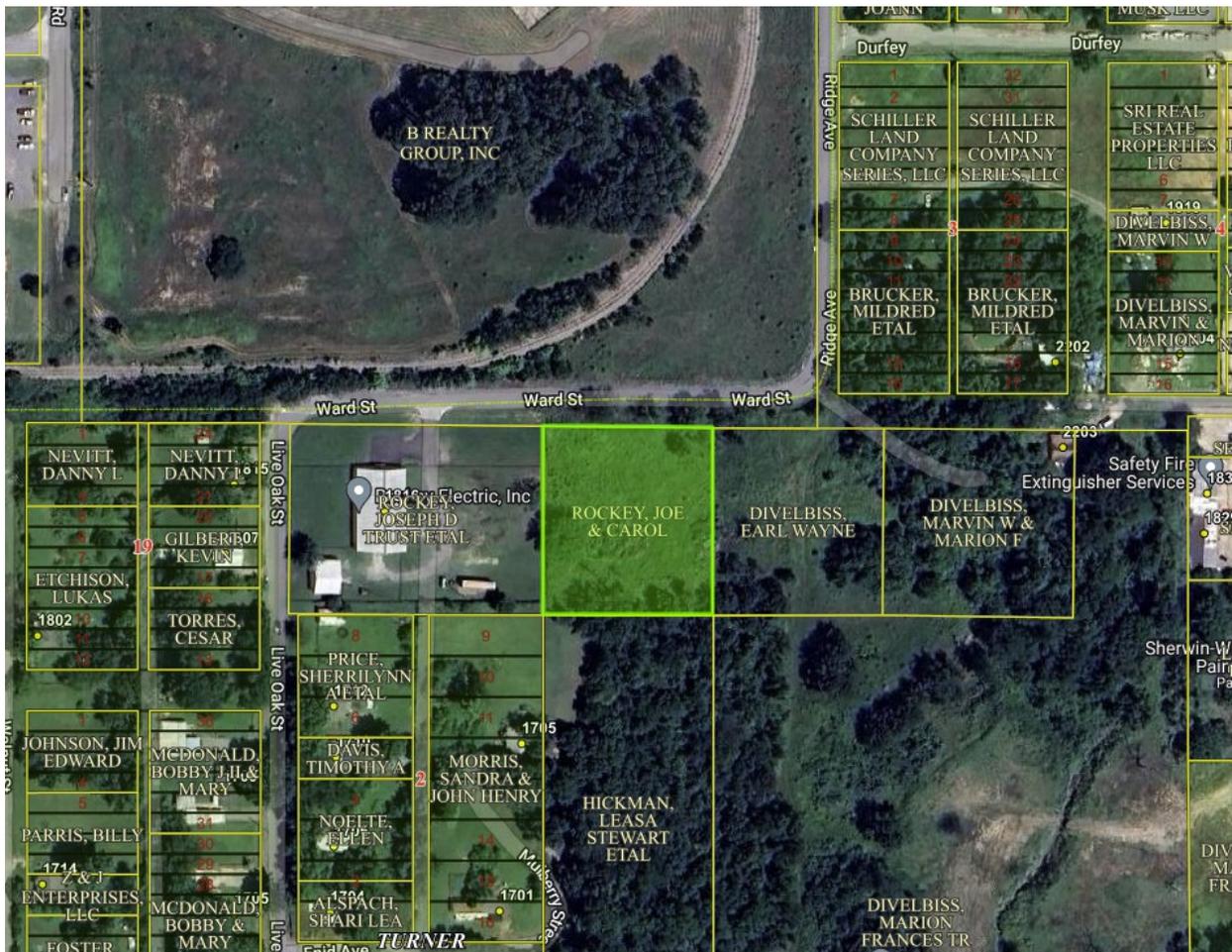
North: I-1 Light Industrial, Manufacturing.  
East: R-1 Single Family, vacant land.  
South: R-1 Single Family, vacant land  
West: R-1 Single Family, Turner Addition

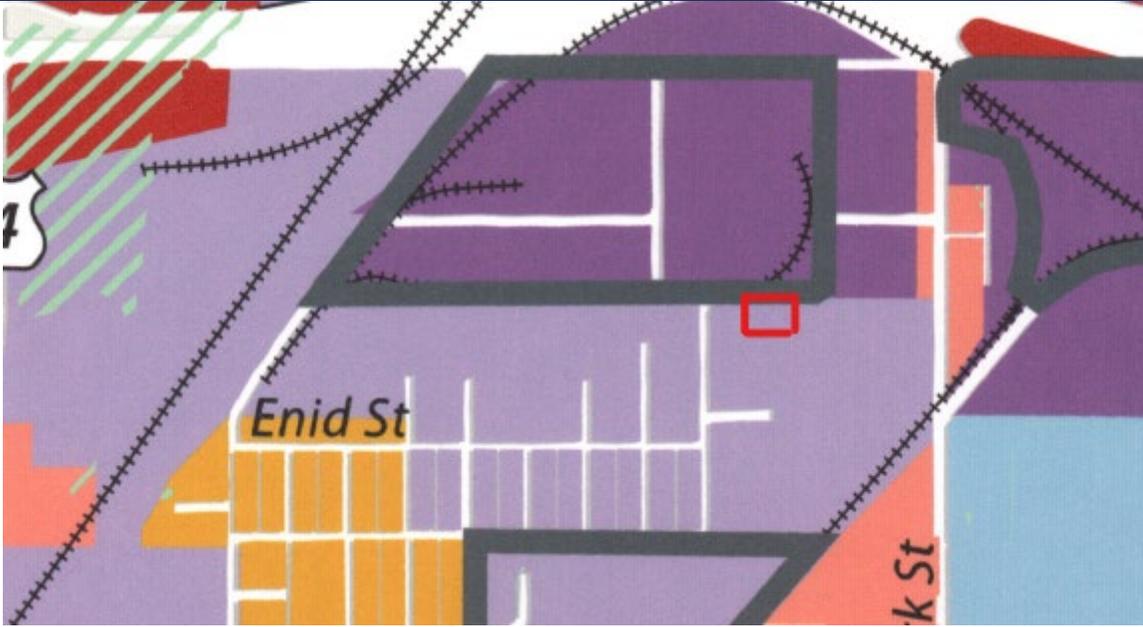
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This notice was published in the Muskogee Phoenix for circulation no later than Tuesday April 16, 2024 and all property owners within a 300 foot radius of the property were noticed.

**RECOMMENDATION: Approve the Rezone Request**





# 2109 Ward St. Zoning Map



4/10/2024

Muskogee parcels

R-5

I-2

Zoning

C-2

City of Muskogee City Limits

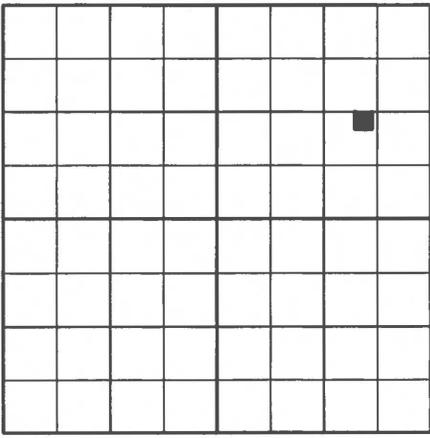
R-1

I-1

1:2,257  
0 0.01 0.03 0.05 0.06 mi  
0 0.03 0.05 0.1 km



Source: Esri, USDA FSA, Esri Community Maps Contributors, Texas Parks & Wildlife, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph,



# PLAT OF SURVEY

## LEGAL DESCRIPTION (AS PROVIDED)

The West 208.7 feet of the East 936.1 feet of the North 208.7 feet of the SE/4 of the NE/4 of Section 24, T15N, R18E of the I.B.&M., Muskogee County, State of Oklahoma. Containing 1.00 acres, more or less.

### FLOOD CERTIFICATION

According to the U.S. Department of Housing & Urban Development Insurance Rate Map, Panel Number 40101C0115F, Effective Date February 4, 2011. The subject property is located in Zone "X", Areas determined to be outside the 0.2% annual chance floodplain.

NE CORNER  
SEC.24,T15N,R18E  
FOUND MAG NAIL

### LOCATION MAP

SEC. 24 T 15 N, R 18 E

SCALE: 1" = 50'

● = IRON PIN

—x— = FENCE

(M) = MEASURED

(R) = RECORD



THIS DOCUMENT IS PRELIMINARY IN NATURE AND IS NOT A FINAL, SIGNED AND SEALED DOCUMENT.

TONY ROBISON, LAND SURVEYOR NO. 1686



BEARINGS ARE BASED ON NAD83 OKLAHOMA STATE PLANE COORDINATE SYSTEM.

**Heartland Surveying & Mapping, PLLC**

CA #4849

800 Emporia St., Ste. "C"  
Muskogee, Oklahoma 74401  
(918) 682-7796

FOR: Joe Rockey

DATE: 7/27/2020

W.O.# 8712

SURVEYED BY: RT

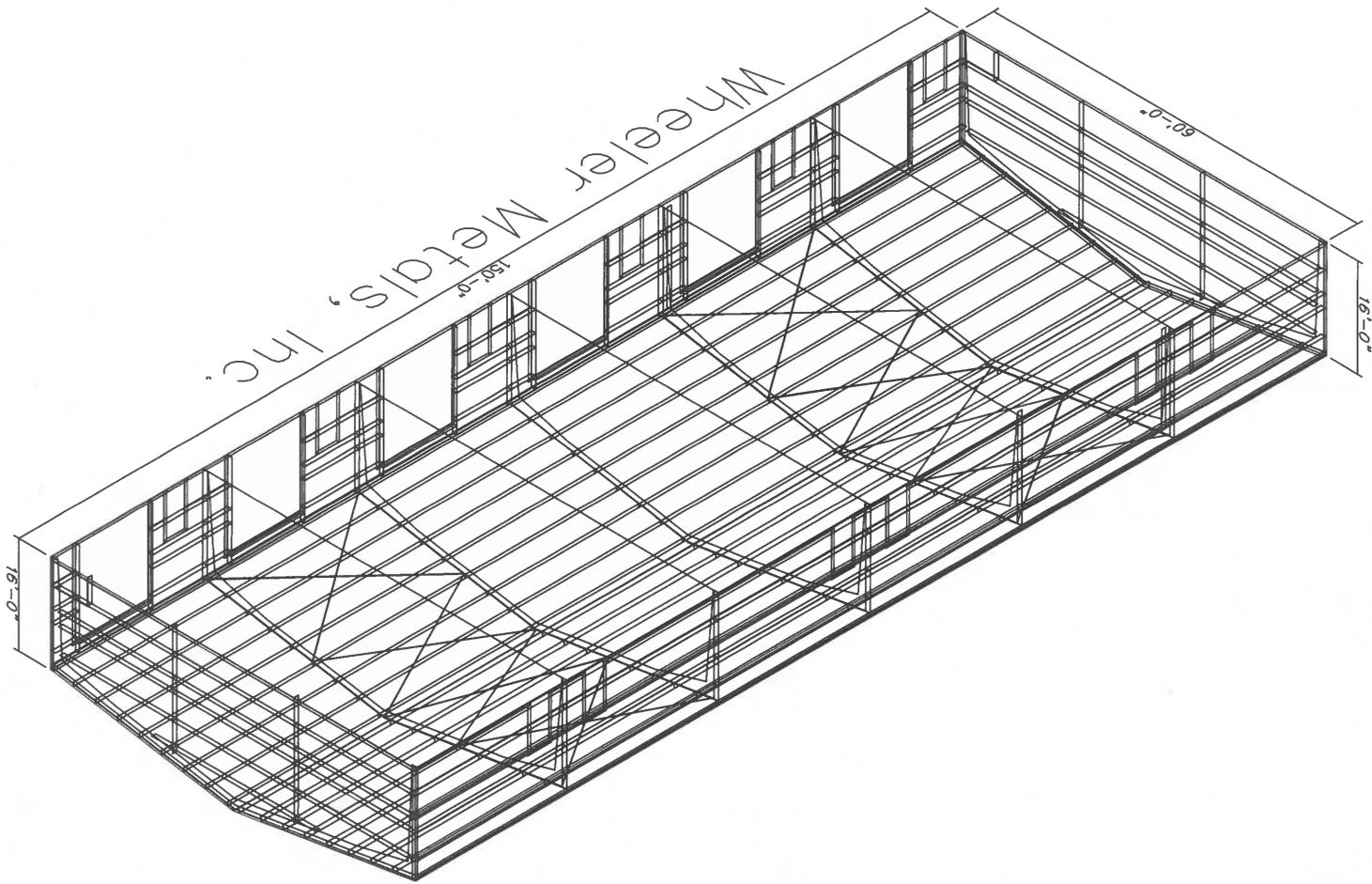
DRAWN BY: TD

Last Site Visit: 7/24/20

THIS SURVEY MEETS MINIMUM TECHNICAL SURVEY STANDARDS.

FILE NAME  
Mar 11, 2024 - 9:24am  
S:\CAD - HEARTLAND-FILES\wo8712.dwg



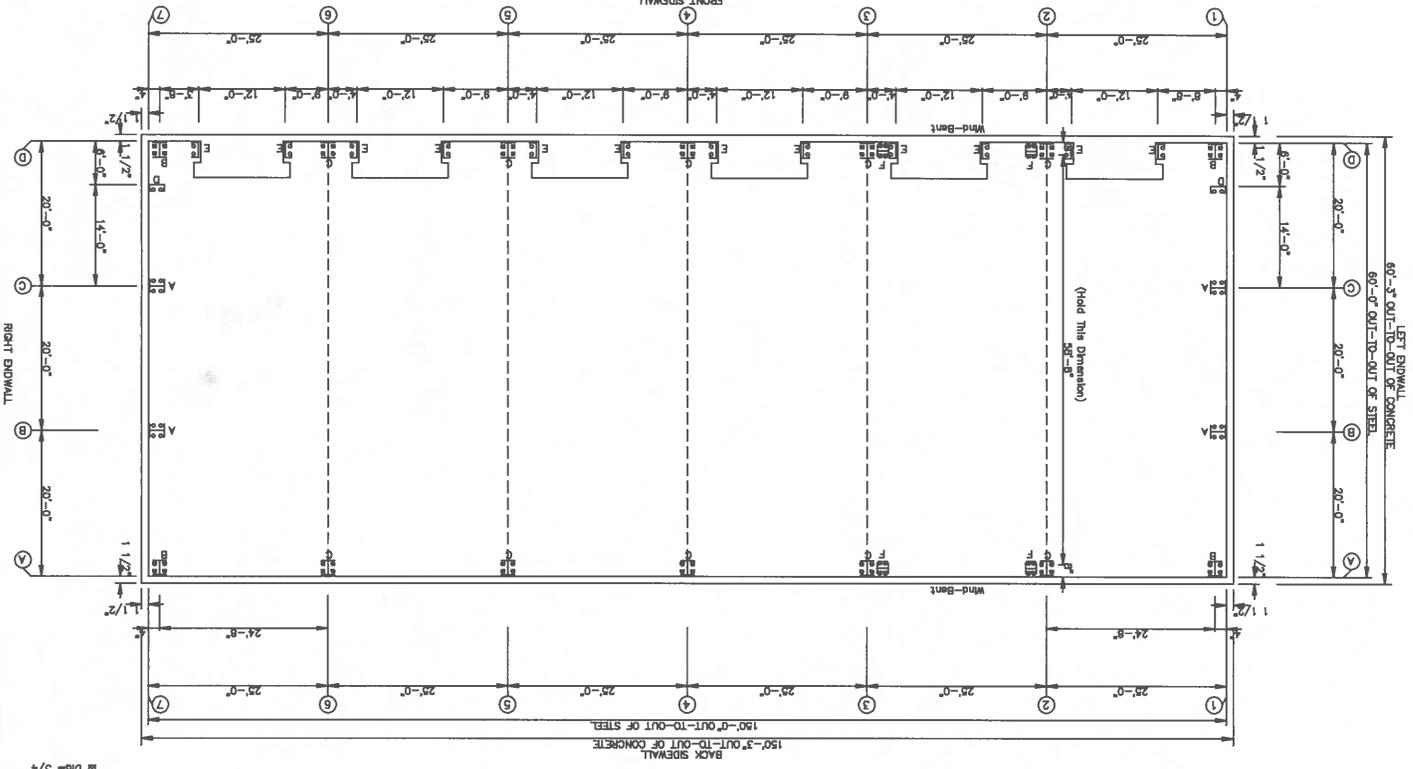


PROJECT	BRANDON BOWDEN
D	Q24-0212
CHECK:	
DRAFT:	
DATE:	3/18/24
SHEET	OF
BUILDING SIZE: 60'-0" x 150'-0" x 16'-0"	

STEEL BUILDINGS  
**WHEELER METALS**  
 ADDRESS  
 PROJECT MUSKOGEE, OK 74403

APPROVAL DRAWINGS  
 NOT FOR CONSTRUCTION

ANCHOR BOLT PLAN  
 NOTE: All Base Plates @ 100'-0" (U.N.)  
 --- Pardon Wall (See Keying)

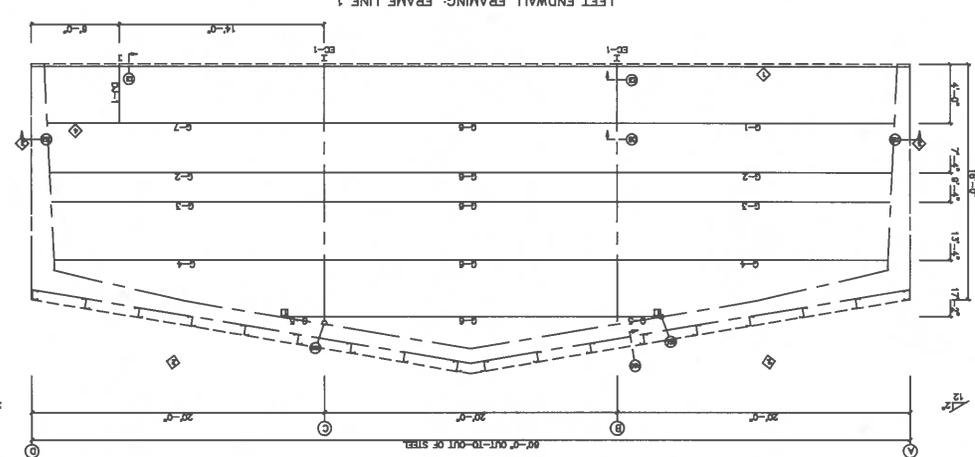
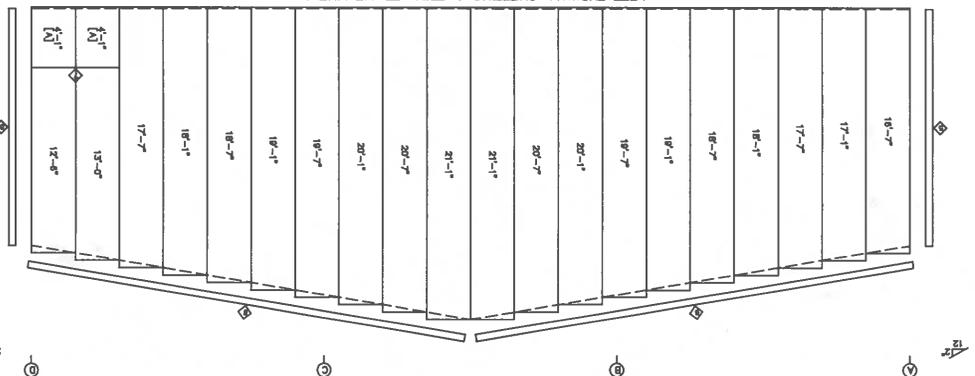


Ø Dia = 5/8"  
 Ⓜ Dia = 3/4"

PROJECT	MUSKOGEE, OK 74403
ID	Q24-0212
DESIGN	BRANDON BOWDEN
CHECK	BRANDON BOWDEN
DRAFT	BRANDON BOWDEN
DATE	3/18/24
DATE OF SHEET	3/18/24
BUILDING SIZE	80'-0" x 150'-0" x 18'-0"



LEFT ENDWALL SHEETING & TRIM: FRAME LINE 1  
 PANELS 28 ON RP - NEED COLOR  
 [A] PANELS 28 ON RP - Coloratus Plus



APPROVAL DRAWINGS  
 NOT FOR CONSTRUCTION

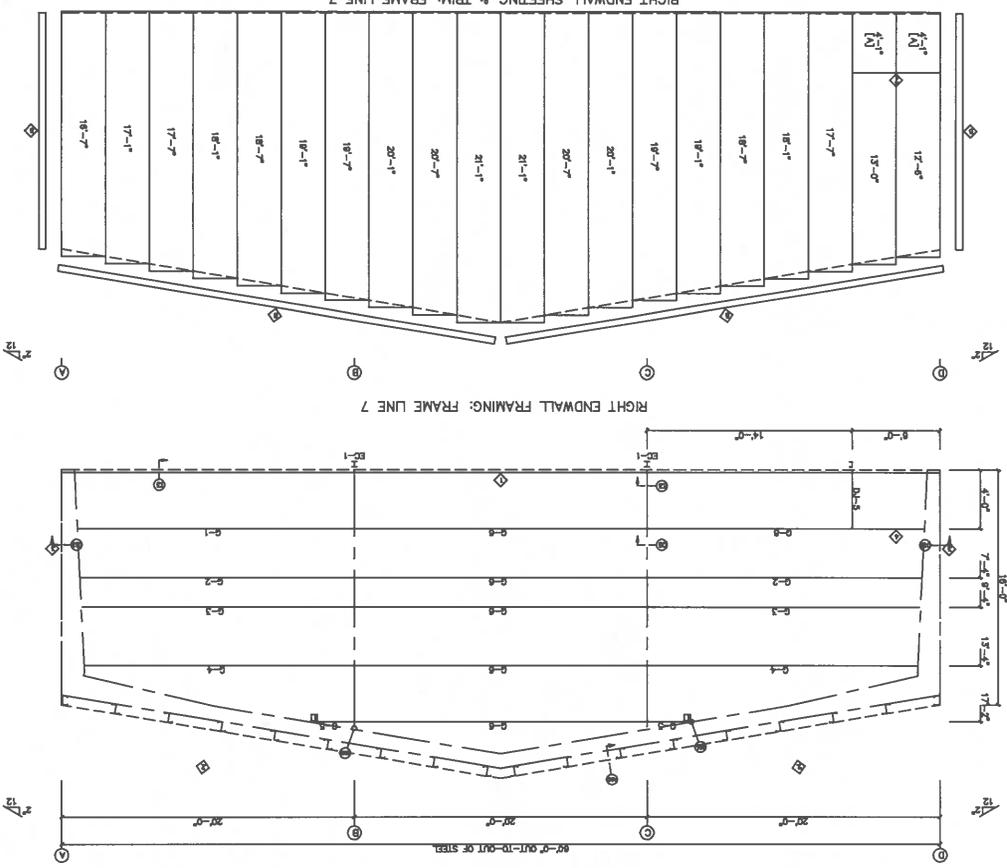
ITEM	DESCRIPTION	QTY	UNIT	REMARKS
1	STEEL STUDS	1	EA	18'-0" x 11 1/8"
2	STEEL STUDS	1	EA	18'-0" x 11 1/8"
3	STEEL STUDS	1	EA	18'-0" x 11 1/8"
4	STEEL STUDS	1	EA	18'-0" x 11 1/8"
5	STEEL STUDS	1	EA	18'-0" x 11 1/8"
6	STEEL STUDS	1	EA	18'-0" x 11 1/8"
7	STEEL STUDS	1	EA	18'-0" x 11 1/8"
8	STEEL STUDS	1	EA	18'-0" x 11 1/8"
9	STEEL STUDS	1	EA	18'-0" x 11 1/8"
10	STEEL STUDS	1	EA	18'-0" x 11 1/8"
11	STEEL STUDS	1	EA	18'-0" x 11 1/8"
12	STEEL STUDS	1	EA	18'-0" x 11 1/8"
13	STEEL STUDS	1	EA	18'-0" x 11 1/8"
14	STEEL STUDS	1	EA	18'-0" x 11 1/8"
15	STEEL STUDS	1	EA	18'-0" x 11 1/8"
16	STEEL STUDS	1	EA	18'-0" x 11 1/8"
17	STEEL STUDS	1	EA	18'-0" x 11 1/8"
18	STEEL STUDS	1	EA	18'-0" x 11 1/8"
19	STEEL STUDS	1	EA	18'-0" x 11 1/8"
20	STEEL STUDS	1	EA	18'-0" x 11 1/8"
21	STEEL STUDS	1	EA	18'-0" x 11 1/8"
22	STEEL STUDS	1	EA	18'-0" x 11 1/8"
23	STEEL STUDS	1	EA	18'-0" x 11 1/8"
24	STEEL STUDS	1	EA	18'-0" x 11 1/8"
25	STEEL STUDS	1	EA	18'-0" x 11 1/8"
26	STEEL STUDS	1	EA	18'-0" x 11 1/8"
27	STEEL STUDS	1	EA	18'-0" x 11 1/8"
28	STEEL STUDS	1	EA	18'-0" x 11 1/8"
29	STEEL STUDS	1	EA	18'-0" x 11 1/8"
30	STEEL STUDS	1	EA	18'-0" x 11 1/8"
31	STEEL STUDS	1	EA	18'-0" x 11 1/8"
32	STEEL STUDS	1	EA	18'-0" x 11 1/8"
33	STEEL STUDS	1	EA	18'-0" x 11 1/8"
34	STEEL STUDS	1	EA	18'-0" x 11 1/8"
35	STEEL STUDS	1	EA	18'-0" x 11 1/8"
36	STEEL STUDS	1	EA	18'-0" x 11 1/8"
37	STEEL STUDS	1	EA	18'-0" x 11 1/8"
38	STEEL STUDS	1	EA	18'-0" x 11 1/8"
39	STEEL STUDS	1	EA	18'-0" x 11 1/8"
40	STEEL STUDS	1	EA	18'-0" x 11 1/8"
41	STEEL STUDS	1	EA	18'-0" x 11 1/8"
42	STEEL STUDS	1	EA	18'-0" x 11 1/8"
43	STEEL STUDS	1	EA	18'-0" x 11 1/8"
44	STEEL STUDS	1	EA	18'-0" x 11 1/8"
45	STEEL STUDS	1	EA	18'-0" x 11 1/8"
46	STEEL STUDS	1	EA	18'-0" x 11 1/8"
47	STEEL STUDS	1	EA	18'-0" x 11 1/8"
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53	STEEL STUDS	1	EA	18'-0" x 11 1/8"
54	STEEL STUDS	1	EA	18'-0" x 11 1/8"
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56	STEEL STUDS	1	EA	18'-0" x 11 1/8"
57	STEEL STUDS	1	EA	18'-0" x 11 1/8"
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70	STEEL STUDS	1	EA	18'-0" x 11 1/8"
71	STEEL STUDS	1	EA	18'-0" x 11 1/8"
72	STEEL STUDS	1	EA	18'-0" x 11 1/8"
73	STEEL STUDS	1	EA	18'-0" x 11 1/8"
74	STEEL STUDS	1	EA	18'-0" x 11 1/8"
75	STEEL STUDS	1	EA	18'-0" x 11 1/8"
76	STEEL STUDS	1	EA	18'-0" x 11 1/8"
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83	STEEL STUDS	1	EA	18'-0" x 11 1/8"
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96	STEEL STUDS	1	EA	18'-0" x 11 1/8"
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99	STEEL STUDS	1	EA	18'-0" x 11 1/8"
100	STEEL STUDS	1	EA	18'-0" x 11 1/8"

PROJECT	BRANDON BOWDEN
ID	024-0212
DESIGN	DATE: 3/18/24
CHECK	DRAFT: SHEET OF
PROJECT	MUSKOGEE, OK 74403
ADDRESS	BUILDING SIZE: 80'-0" x 190'-0" x 18'-0"



APPROVAL DRAWINGS  
NOT FOR CONSTRUCTION

[A] PANELS 20 GA. RP - CEDARLINE PLUS



ITEM	DESCRIPTION	QTY	UNIT
1	1/2" X 1/2" X 1/2" L	2	HOLES
CONNECTION PLATES			
1	1/2" X 1/2" X 1/2" L	2	HOLES
2	1/2" X 1/2" X 1/2" L	2	HOLES
3	1/2" X 1/2" X 1/2" L	2	HOLES
4	1/2" X 1/2" X 1/2" L	2	HOLES
5	1/2" X 1/2" X 1/2" L	2	HOLES
6	1/2" X 1/2" X 1/2" L	2	HOLES
7	1/2" X 1/2" X 1/2" L	2	HOLES
8	1/2" X 1/2" X 1/2" L	2	HOLES
9	1/2" X 1/2" X 1/2" L	2	HOLES
10	1/2" X 1/2" X 1/2" L	2	HOLES
11	1/2" X 1/2" X 1/2" L	2	HOLES
12	1/2" X 1/2" X 1/2" L	2	HOLES
13	1/2" X 1/2" X 1/2" L	2	HOLES
14	1/2" X 1/2" X 1/2" L	2	HOLES
15	1/2" X 1/2" X 1/2" L	2	HOLES
16	1/2" X 1/2" X 1/2" L	2	HOLES
17	1/2" X 1/2" X 1/2" L	2	HOLES
18	1/2" X 1/2" X 1/2" L	2	HOLES
19	1/2" X 1/2" X 1/2" L	2	HOLES
20	1/2" X 1/2" X 1/2" L	2	HOLES
21	1/2" X 1/2" X 1/2" L	2	HOLES
22	1/2" X 1/2" X 1/2" L	2	HOLES
23	1/2" X 1/2" X 1/2" L	2	HOLES
24	1/2" X 1/2" X 1/2" L	2	HOLES
25	1/2" X 1/2" X 1/2" L	2	HOLES
26	1/2" X 1/2" X 1/2" L	2	HOLES
27	1/2" X 1/2" X 1/2" L	2	HOLES
28	1/2" X 1/2" X 1/2" L	2	HOLES
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98	1/2" X 1/2" X 1/2" L	2	HOLES
99	1/2" X 1/2" X 1/2" L	2	HOLES
100	1/2" X 1/2" X 1/2" L	2	HOLES

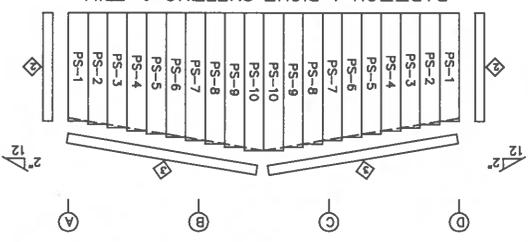


PROJECT	BRANDON BOWDEN
ID	024-0212
DESIGN	PARTITION FRAMING
CHECK	
DATE	3/18/24 SHEET
PROJECT	MUSKOGEE, OK 74403
ADDRESS	
BUILDING SIZE	60'-0" x 150'-0" x 10'-0"

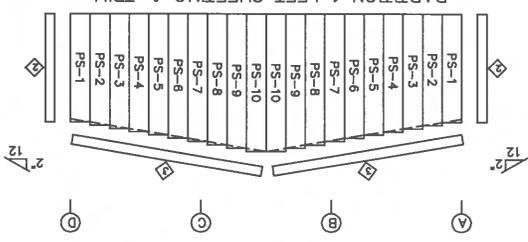


NOT FOR CONSTRUCTION  
APPROVAL DRAWINGS

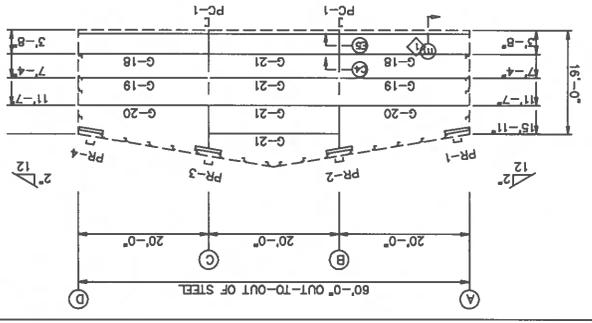
PARTITION 1 RIGHT SHEETING & TRIM  
PANELS: 26 GA. RP - NEED COLOR



PARTITION 1 LEFT SHEETING & TRIM  
PANELS: 26 GA. RP - NEED COLOR



PARTITION 1 FRAMING



MEMBER TABLE	
PART	LENGTH
PC-1	17'-8 1/16"
PR-1	17'-8 1/16"
PR-2	17'-8 1/16"
PR-3	17'-8 1/16"
PR-4	17'-8 1/16"
G-18	17'-8 1/16"
G-19	17'-8 1/16"
G-20	17'-8 1/16"
G-21	17'-8 1/16"
PS-1	17'-8 1/16"
PS-2	17'-8 1/16"
PS-3	17'-8 1/16"
PS-4	17'-8 1/16"
PS-5	17'-8 1/16"
PS-6	17'-8 1/16"
PS-7	17'-8 1/16"
PS-8	17'-8 1/16"
PS-9	17'-8 1/16"
PS-10	17'-8 1/16"

ANGLE TABLE	
PART	LENGTH
PC-1	17'-8 1/16"
PR-1	17'-8 1/16"
PR-2	17'-8 1/16"
PR-3	17'-8 1/16"
PR-4	17'-8 1/16"
G-18	17'-8 1/16"
G-19	17'-8 1/16"
G-20	17'-8 1/16"
G-21	17'-8 1/16"
PS-1	17'-8 1/16"
PS-2	17'-8 1/16"
PS-3	17'-8 1/16"
PS-4	17'-8 1/16"
PS-5	17'-8 1/16"
PS-6	17'-8 1/16"
PS-7	17'-8 1/16"
PS-8	17'-8 1/16"
PS-9	17'-8 1/16"
PS-10	17'-8 1/16"

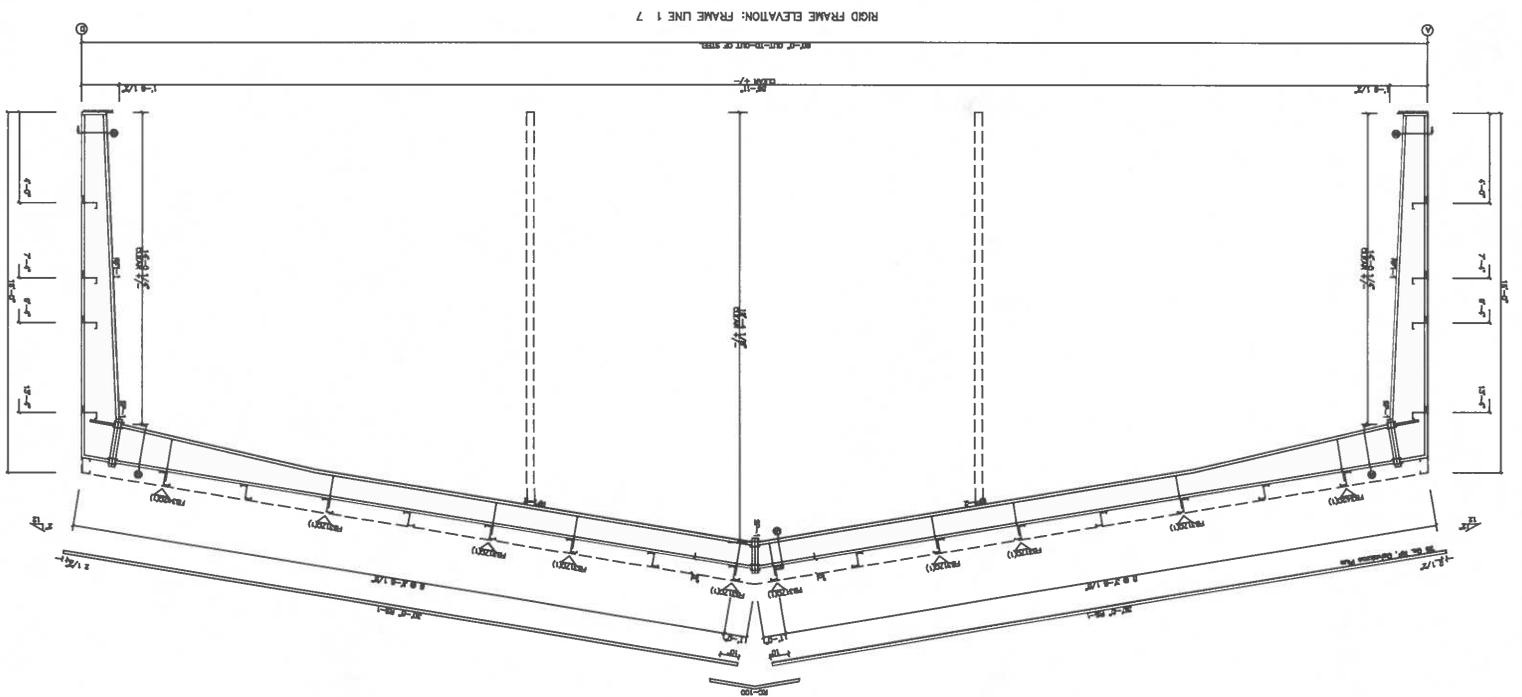
  

PANEL TABLE	
PART	LENGTH
PC-1	17'-8 1/16"
PR-1	17'-8 1/16"
PR-2	17'-8 1/16"
PR-3	17'-8 1/16"
PR-4	17'-8 1/16"
G-18	17'-8 1/16"
G-19	17'-8 1/16"
G-20	17'-8 1/16"
G-21	17'-8 1/16"
PS-1	17'-8 1/16"
PS-2	17'-8 1/16"
PS-3	17'-8 1/16"
PS-4	17'-8 1/16"
PS-5	17'-8 1/16"
PS-6	17'-8 1/16"
PS-7	17'-8 1/16"
PS-8	17'-8 1/16"
PS-9	17'-8 1/16"
PS-10	17'-8 1/16"

PROJECT	MUSKOGEE, OK 74403
ID	024-0212
DESIGN	BRANDON BOWDEN
DRAFT	BRANDON BOWDEN
CHECK	BRANDON BOWDEN
DATE	3/18/24
SHEET	OF
BUILDING SIZE	00'-0" x 190'-0" x 16'-0"



APPROVAL DRAWINGS  
NOT FOR CONSTRUCTION



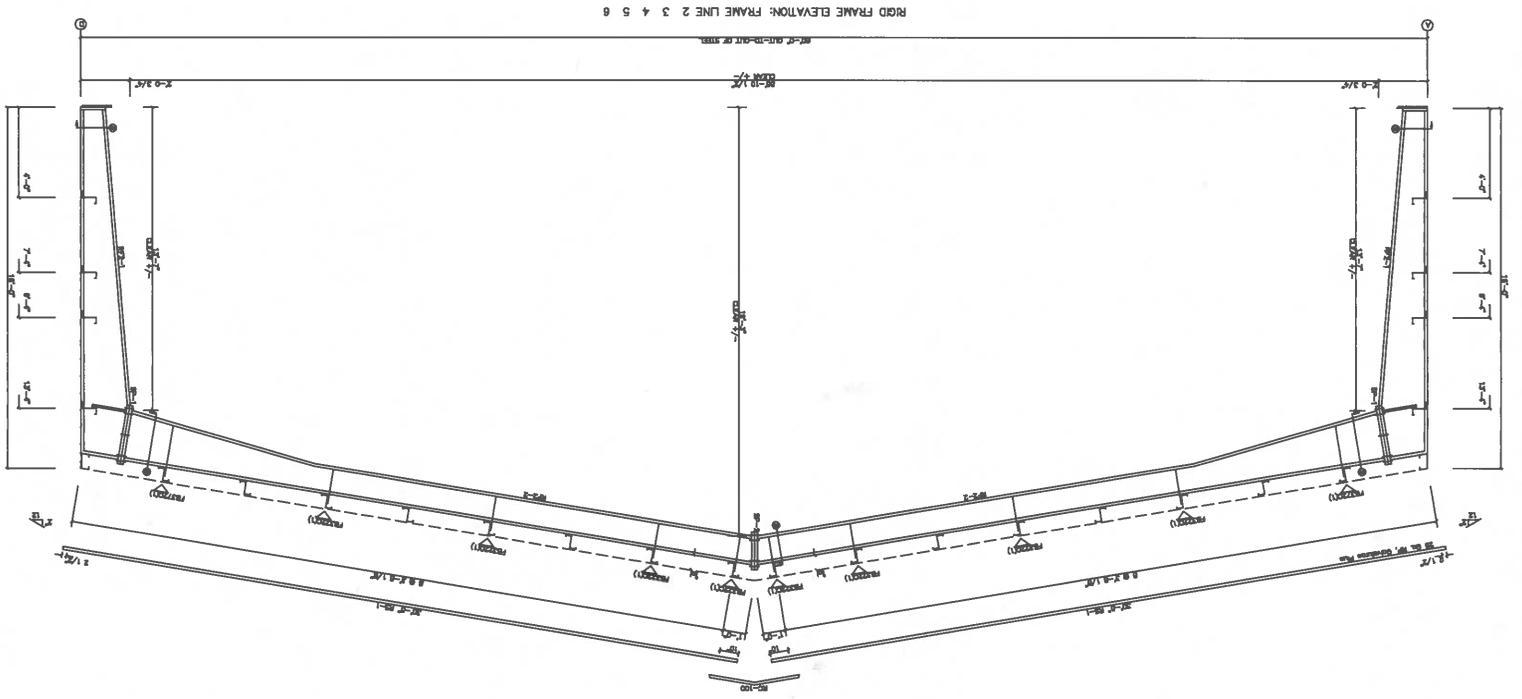
NO.	DESCRIPTION	DATE	BY
1	ISSUED FOR PERMIT	3/18/24	BB
2	ISSUED FOR CONSTRUCTION		

SCALE: 1/4" = 1'-0"  
 DATE: 3/18/24  
 DRAWN BY: BB  
 CHECKED BY: BB  
 PROJECT: MUSKOGEE, OK 74403

PROJECT	BRANDON BOWDEN
ID	024-0212
DESIGN	BRANDON BOWDEN
CHECK	
DATE	3/18/24
SHEET	OF
BUILDING SIZE	80'-0" x 190'-0" x 10'-0"

STEEL BUILDINGS  
**WHEELER METALS**

APPROVAL DRAWINGS  
 NOT FOR CONSTRUCTION



NO.	DESCRIPTION	DATE	BY	CHECKED
1	ISSUED FOR PERMIT	3/18/24	BRANDON BOWDEN	
2	ISSUED FOR CONSTRUCTION			

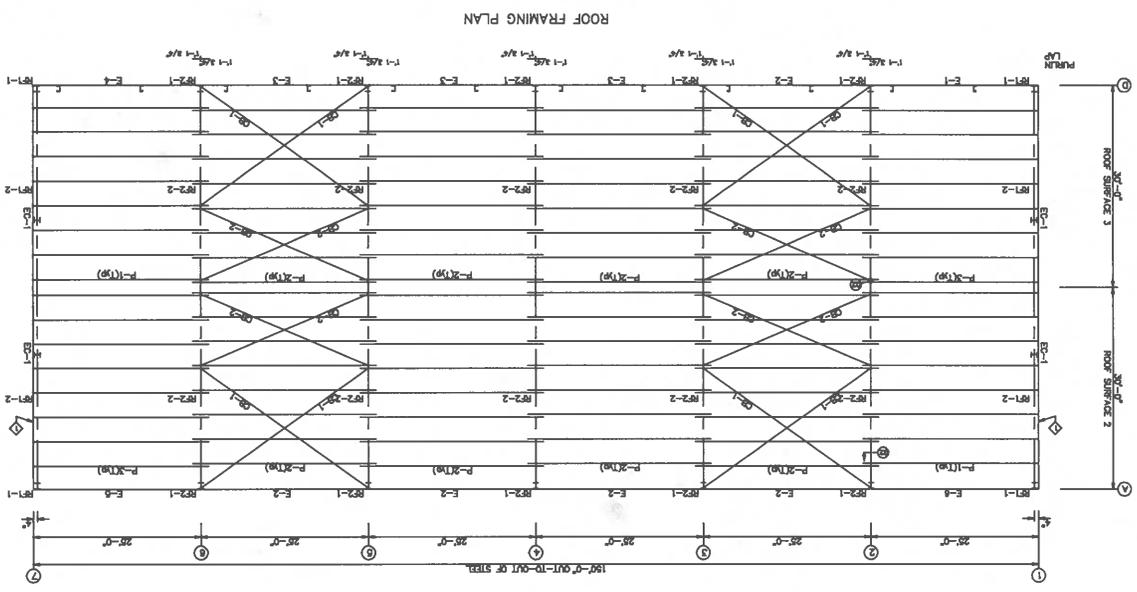
DATE	3/18/24
BY	BRANDON BOWDEN
CHECKED	
SCALE	AS SHOWN
PROJECT	BRANDON BOWDEN
NO.	024-0212
SHEET	OF

GENERAL NOTES:  
 ALL PURLIN CONNECTIONS ARE TWO BOLT UNLESS NOTED  
 SEE DETAILS FOR BOLT LOCATIONS



PROJECT	BRANDON BOWDEN
ID	024-0212
DESIGN	BRANDON BOWDEN
CHECK	
DATE	3/18/24
SHEET	OF
PROJECT	MUSKOGEE, OK 74403
ADDRESS	
BUILDING SIZE	80'-0" x 150'-0" x 18'-0"

APPROVAL DRAWINGS  
 NOT FOR CONSTRUCTION



NO.	DESCRIPTION	DATE	BY
1	ISSUE 1	03/18/24	BB

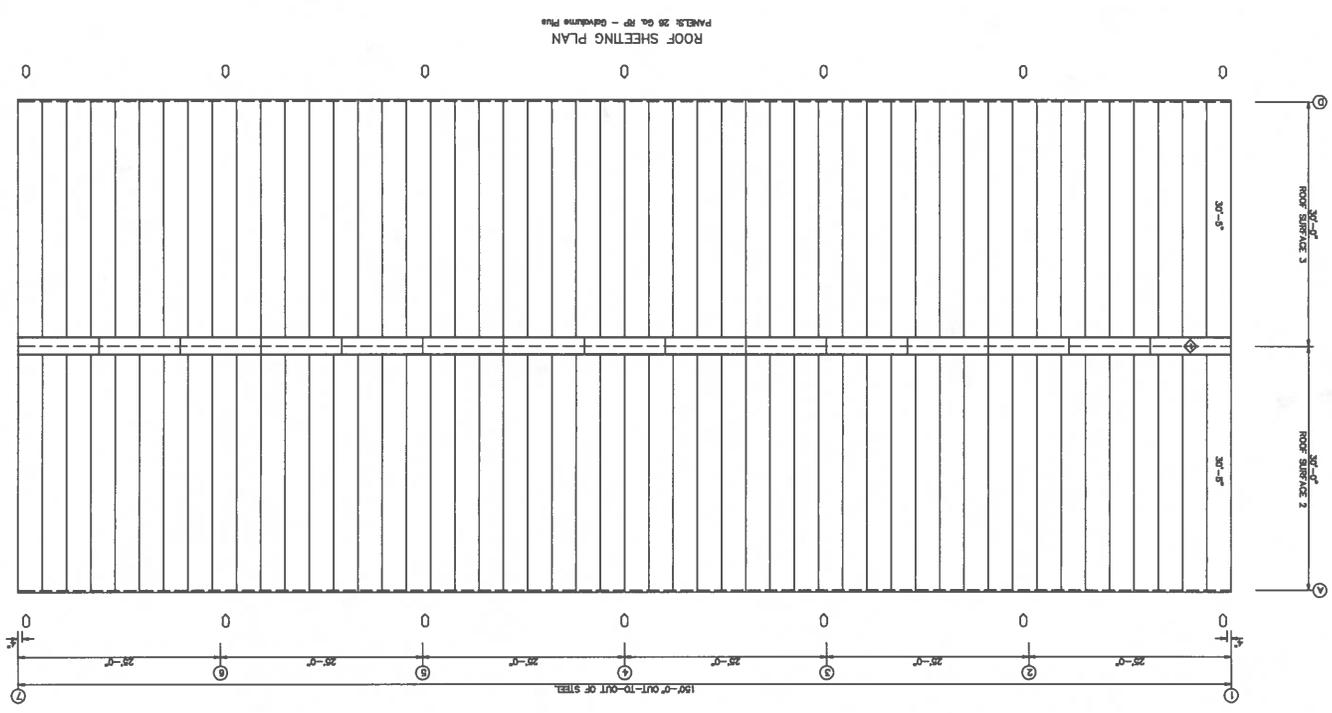
NO.	DESCRIPTION	DATE	BY
1	ISSUE 1	03/18/24	BB

PROJECT	BRANDON BOWDEN
ID	Q24-0212
DESIGN	
DRAFT	
CHECK	
DATE	3/18/24
SHEET	OF
BUILDING SIZE	80'-0" x 190'-0" x 18'-0"



GENERAL NOTES:  
 ALL PURLIN CONNECTIONS ARE TWO BOLT UNLESS NOTED  
 SEE DETAILS FOR BOLT LOCATIONS

APPROVAL DRAWINGS  
 NOT FOR CONSTRUCTION



DATE	3/18/24
BY	BRANDON BOWDEN
CHECKED	
SCALE	AS SHOWN

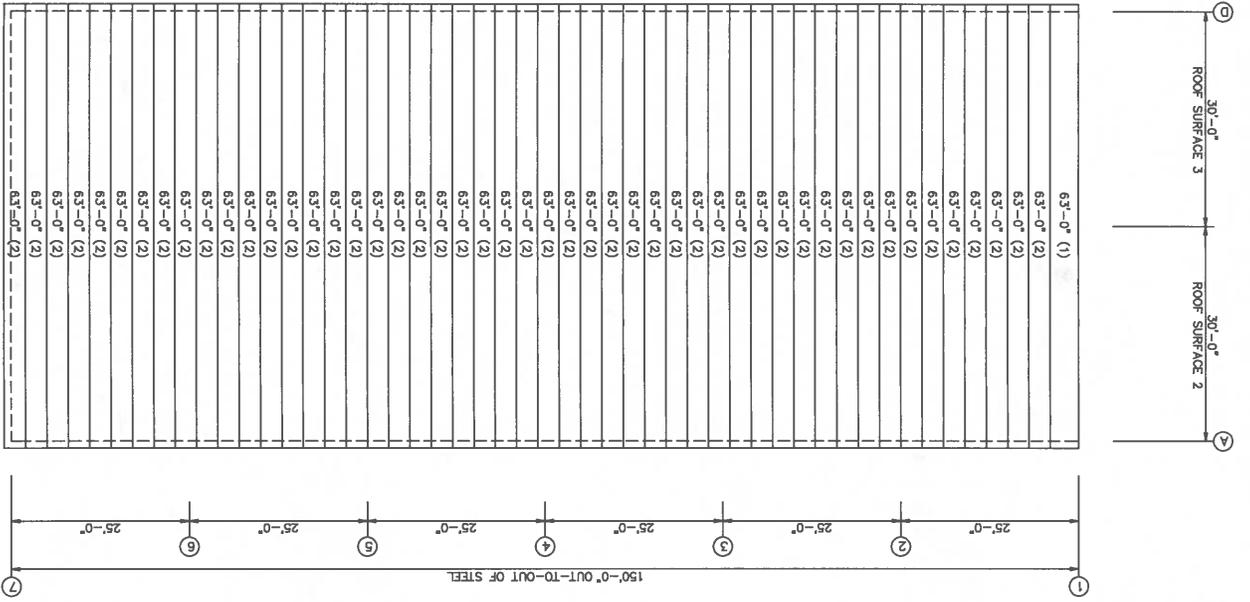
0 DOWNSPOUT LOCATIONS

PROJECT	BRANDON BOWDEN
ID	Q24-0212
DESIGN	ROOF INSULATION
CHECK	
DRAFT	
DATE	3/18/24
SHEET	OF
PROJECT	MUSKOGEE, OK 74403
ADDRESS	
BUILDING SIZE	80'-0" x 150'-0" x 10'-0"



APPROVAL DRAWINGS  
NOT FOR CONSTRUCTION

ROOF INSULATION  
INSULATION: 3.00" Thick 13



ROLL	QUAN	MARK	WIDTH	LENGTH
1	1	R-1	4'-0"	63'-0"
2	48	R-2	3'-0"	63'-0"

INSULATION TABLE  
ROOF PLAN

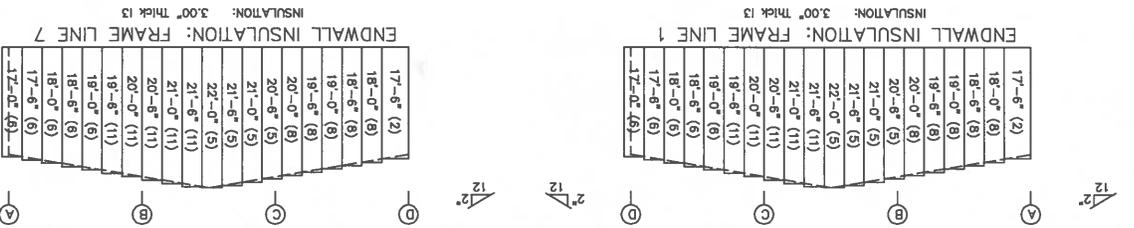
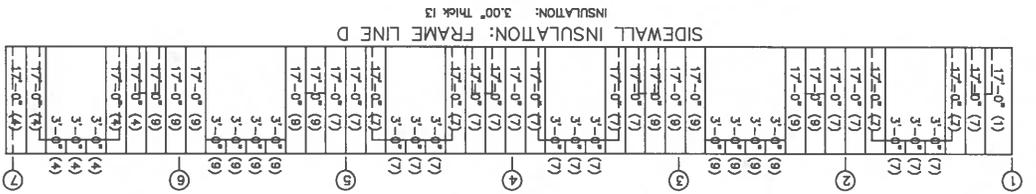
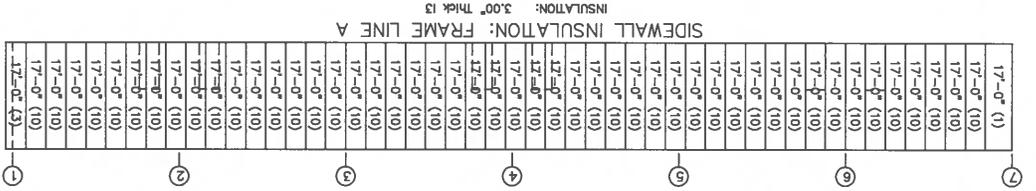






PROJECT	BRANDON BOWDEN
ID	024-0212
DESIGN	WALL INSULATION
CHECK	
DATE	3/18/24
SHEET	OF
BUILDING SIZE	80'-0" x 190'-0" x 18'-0"
ADDRESS	MUSKOGEE, OK 74403

APPROVAL DRAWINGS  
NOT FOR CONSTRUCTION

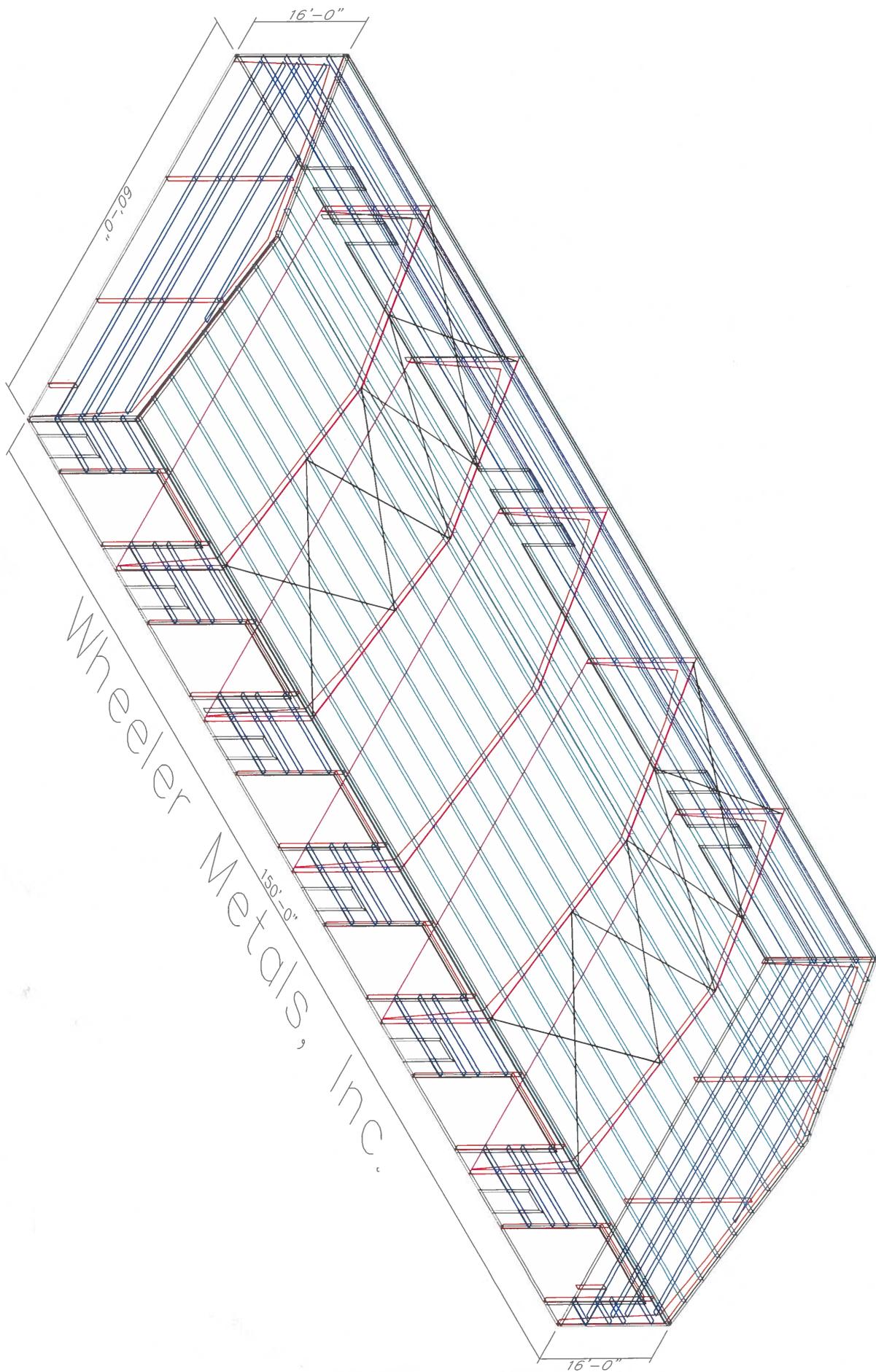


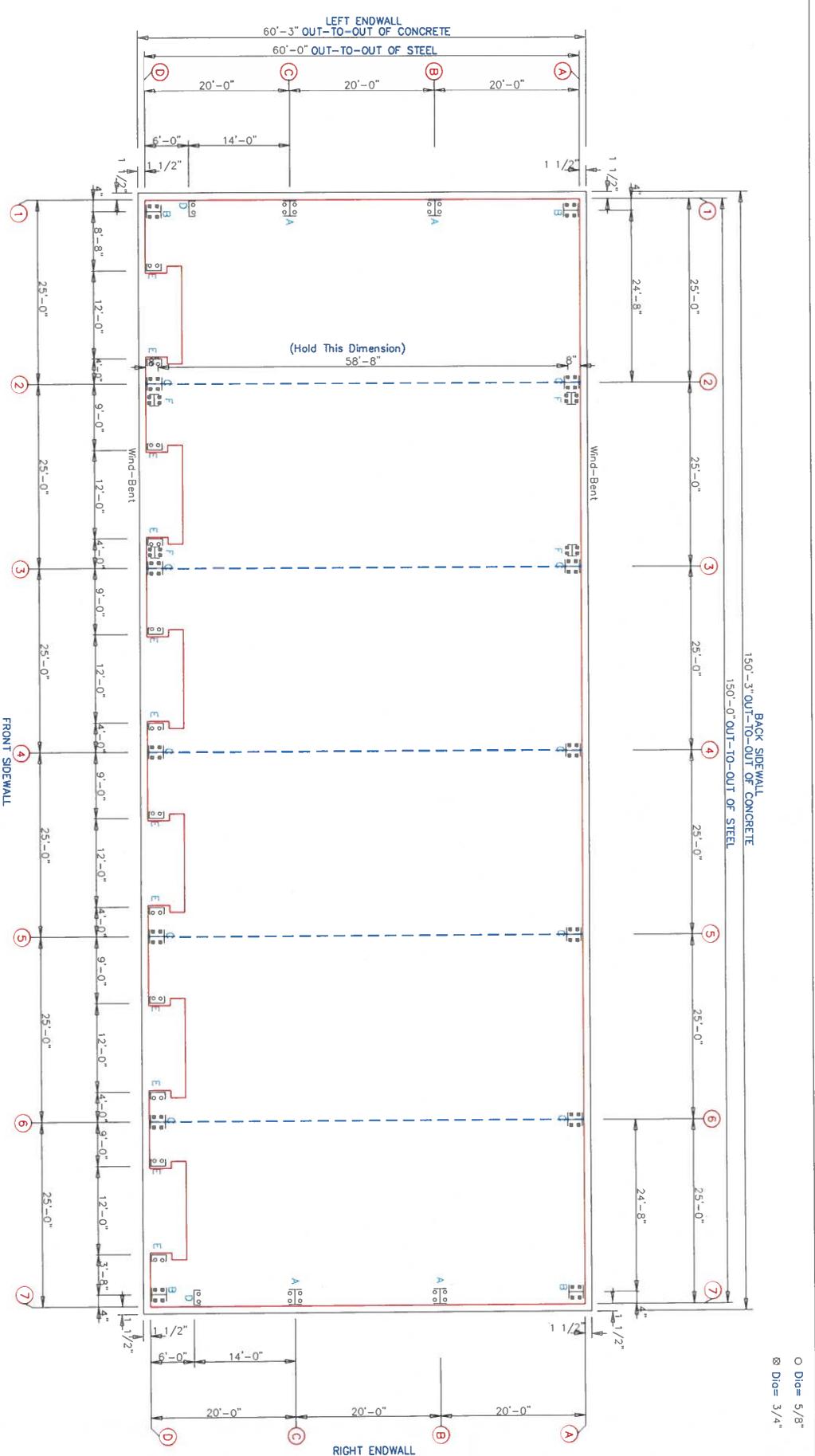
INSULATION TABLE

ROLL	QUANTITY	MARK	WIDTH	LENGTH
11	10	88	7	66
10	8	88	7	66
9	6	88	7	66
8	4	88	7	66
7	2	88	7	66
6	1	88	7	66
5	1	88	7	66
4	1	88	7	66
3	1	88	7	66
2	1	88	7	66
1	1	88	7	66

LENGTH (ft)

Width (ft)



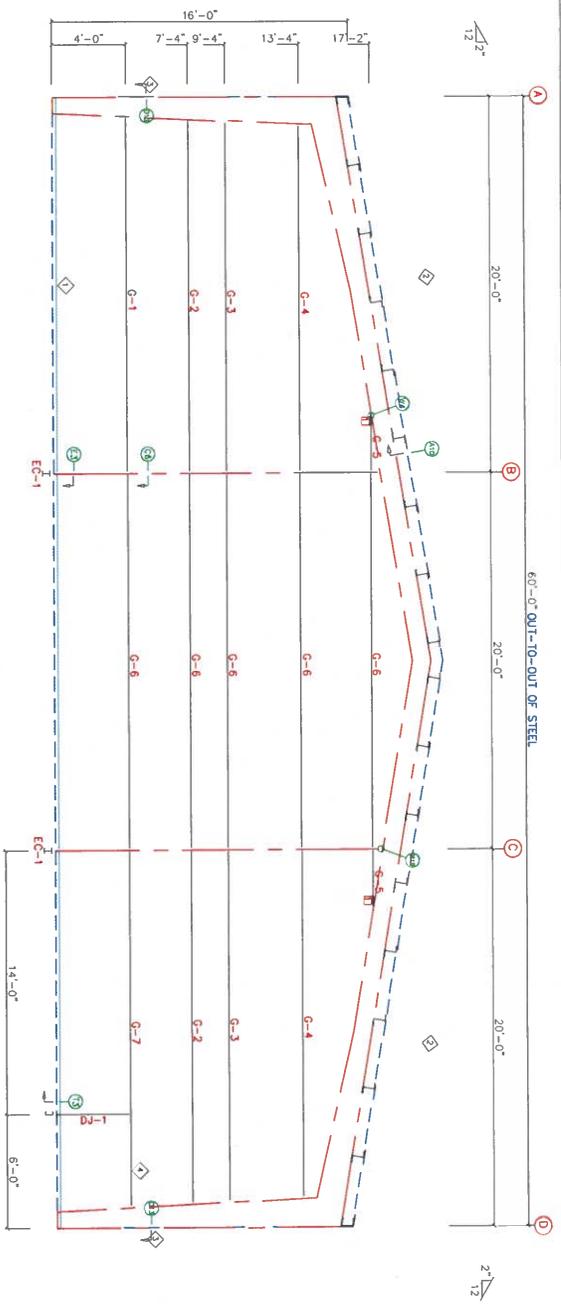


ANCHOR BOLT PLAN  
 NOTE: All Base Plates @ 100'-0" (U.N.)  
 --- Partition Wall (See KeyDwg)

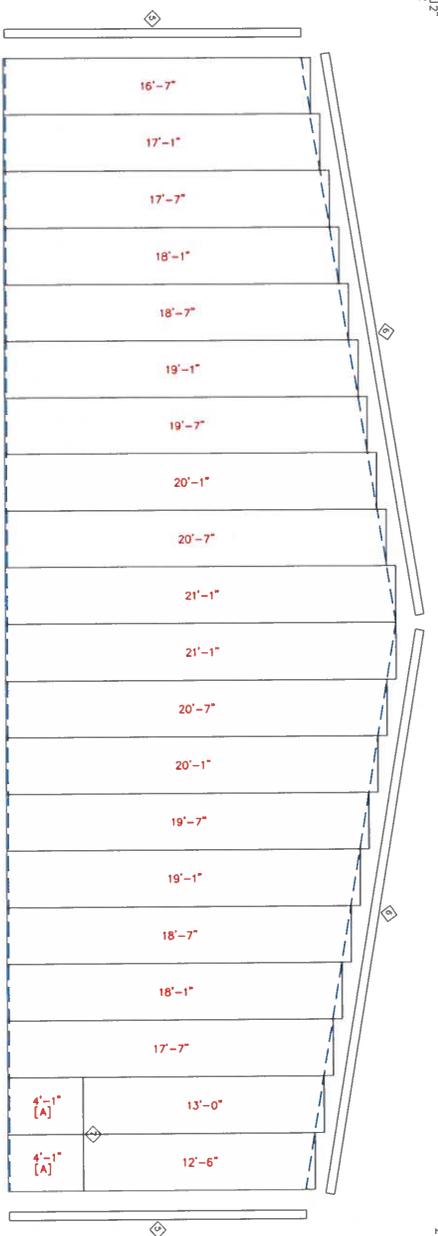
APPROVAL DRAWINGS  
 NOT FOR CONSTRUCTION



BRANDON BOWDEN	ANCHOR BOLT PLAN & DETAILS
PROJECT BRANDON BOWDEN	DESIGN
ID 024-0212	DRAFT
PROJECT MUSKOGEE, OK 74403	DATE: 3/18/24
ADDRESS	SHEET
	OF
	BUILDING SIZE: 60'-0" x 150'-0" x 16'-0"



LEFT ENDWALL FRAMING: FRAME LINE 1



LEFT ENDWALL SHEETING & TRIM: FRAME LINE 1

PANELS: 26 Co. RP - NEED COLOR  
[A] PANELS: 26 Co. RP - Cadvalume Plus

TRIM TABLE			
FRAME LINE 1	MEMBER	LENGTH	DETAIL
1	EC-1	19'-6"	TRIM_26
2	G-1	19'-6"	TRIM_18
3	G-2	19'-6"	TRIM_18
4	G-3	19'-6"	TRIM_18
5	G-4	19'-6"	TRIM_18
6	G-5	19'-6"	TRIM_18
7	G-6	19'-6"	TRIM_18
8	G-7	19'-6"	TRIM_18

MEMBER TABLE			
FRAME LINE 1	MEMBER	LENGTH	DETAIL
1	EC-1	19'-6"	TRIM_26
2	G-1	19'-6"	TRIM_18
3	G-2	19'-6"	TRIM_18
4	G-3	19'-6"	TRIM_18
5	G-4	19'-6"	TRIM_18
6	G-5	19'-6"	TRIM_18
7	G-6	19'-6"	TRIM_18
8	G-7	19'-6"	TRIM_18

RANGE TABLE			
FRAME LINE 1	MEMBER	LENGTH	DETAIL
1	EC-1	19'-6"	TRIM_26
2	G-1	19'-6"	TRIM_18
3	G-2	19'-6"	TRIM_18
4	G-3	19'-6"	TRIM_18
5	G-4	19'-6"	TRIM_18
6	G-5	19'-6"	TRIM_18
7	G-6	19'-6"	TRIM_18
8	G-7	19'-6"	TRIM_18

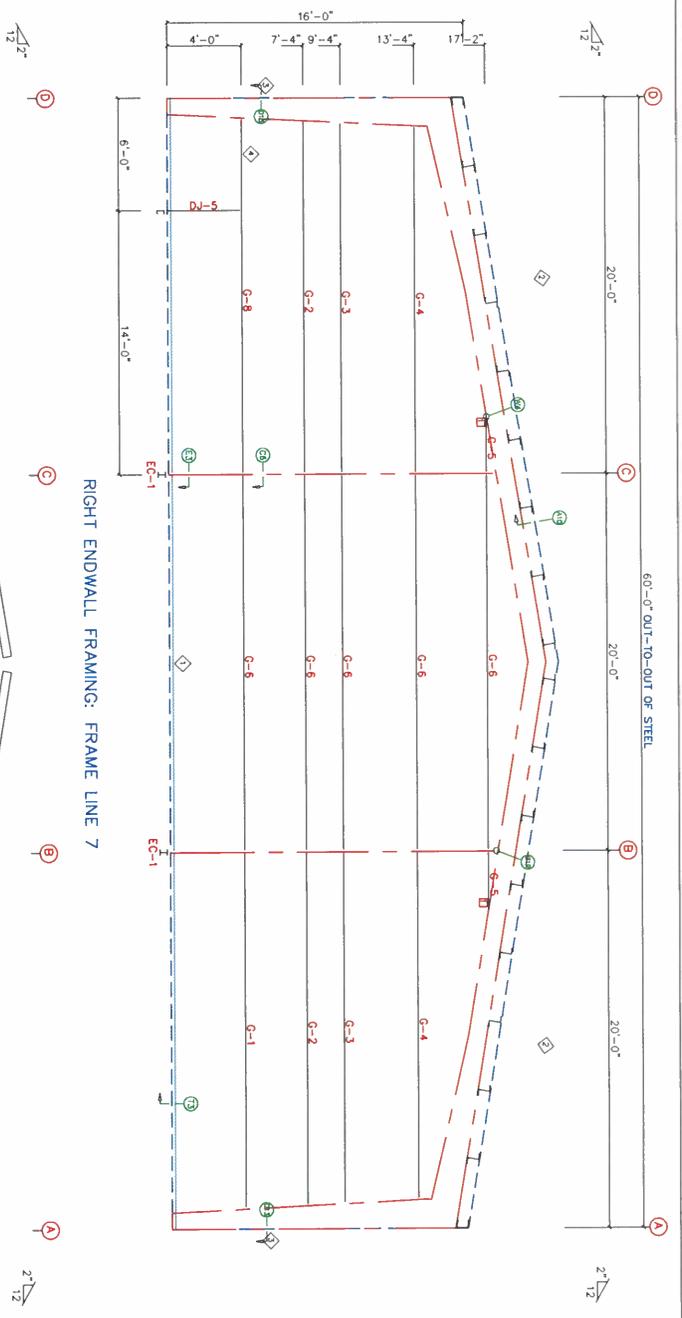
CONNECTION PLATES			
FRAME LINE 1	MEMBER	LENGTH	DETAIL
1	EC-1	19'-6"	TRIM_26
2	G-1	19'-6"	TRIM_18
3	G-2	19'-6"	TRIM_18
4	G-3	19'-6"	TRIM_18
5	G-4	19'-6"	TRIM_18
6	G-5	19'-6"	TRIM_18
7	G-6	19'-6"	TRIM_18
8	G-7	19'-6"	TRIM_18

MEMBER TABLE			
FRAME LINE 1	MEMBER	LENGTH	DETAIL
1	EC-1	19'-6"	TRIM_26
2	G-1	19'-6"	TRIM_18
3	G-2	19'-6"	TRIM_18
4	G-3	19'-6"	TRIM_18
5	G-4	19'-6"	TRIM_18
6	G-5	19'-6"	TRIM_18
7	G-6	19'-6"	TRIM_18
8	G-7	19'-6"	TRIM_18

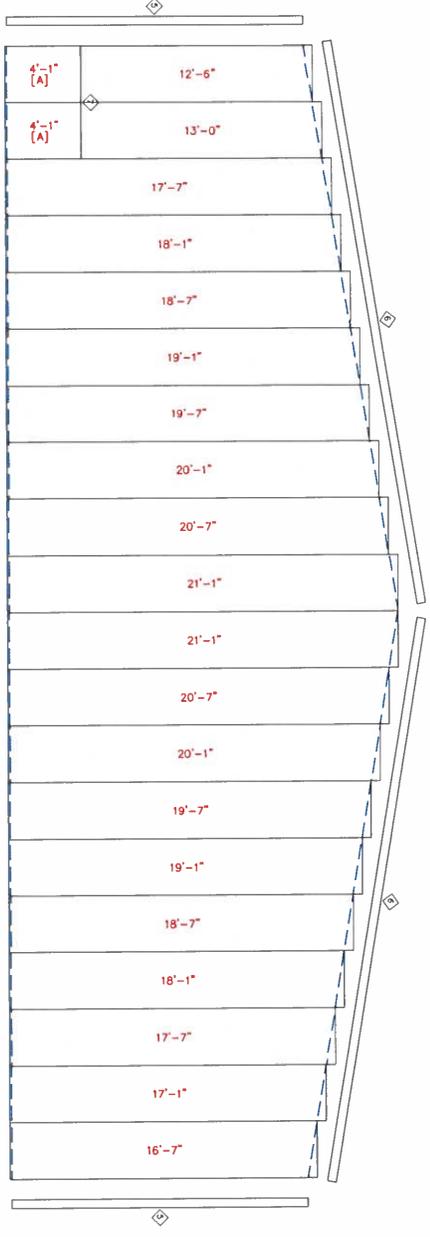


PROJECT	BRANDON BOWDEN	DESIGN	ENDWALL FRAMING
ID	024-0212	DRAWN	DR
PROJECT	MUSKOGEE, OK 74403	DATE	3/18/24
ADDRESS		SHEET	01
		BUILDING SIZE	60'-0" x 150'-0" x 18'-0"

APPROVAL DRAWINGS  
NOT FOR CONSTRUCTION



RIGHT ENDWALL FRAMING: FRAME LINE 7



RIGHT ENDWALL SHEETING & TRIM: FRAME LINE 7

PANELS: 26 Ga. RP - NEED COLOR  
[A] PANELS: 26 Ga. RP - Galvalume Plus

**TRIM TABLE**

FRAME LINE 7	ITEM	LENGTH	DETAIL
1	RT-1104	16'-6"	TRM_1/8
6	RT-1104	16'-6"	TRM_1/8
7	RT-1009	10'-6"	TRM_1/8

**BOLT TABLE**

FRAME LINE 7	QUANTITY	DIA.	LENGTH
Columns/Reel	2	A325	5/8" 1 1/2"

**MEMBER TABLE**

FRAME LINE 7	MEMBER MARK	PART	LENGTH
1	EC-1	W090C4	4'-0"
2	EC-1	8X25Z14	18'-6 11/16"
3	G-1	8X25Z14	18'-4 3/4"
4	G-2	8X25Z14	18'-3 9/16"
5	G-3	8X25Z14	18'-3 7/8"
6	G-4	8X25Z14	19'-3 1/2"
7	G-5	8X25Z14	18'-6 11/16"
8	G-6	8X25Z14	18'-6 11/16"

**RANGE TABLE**

FRAME LINE 7	OLD	NEW	LENGTH
1	12x4-20	20'-0"	20'-0"
2	12x4-20	20'-0"	20'-0"
3	12x4-20	20'-0"	20'-0"
4	12x4-20	SCRAP	SCRAP

**CONNECTION PLATES**

FRAME LINE 7	OLD	NEW	LENGTH
1	EC2RF	EC2RF	EC2RF
2	EC2RF	EC2RF	EC2RF

APPROVAL DRAWINGS  
NOT FOR CONSTRUCTION



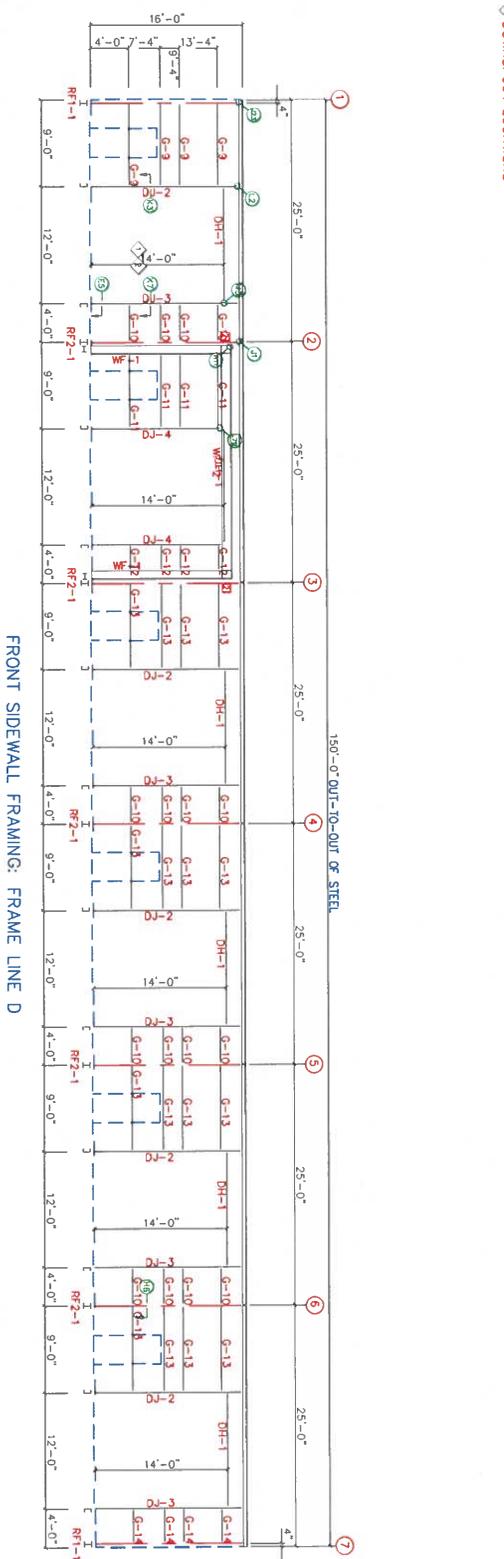
PROJECT	BRANDON BOWDEN	DESIGN	BRANDON BOWDEN	CHECK	
ID	024-0212	DRAFT			
PROJECT	MUSKOGEE, OK 74403	DATE	3/18/24	SHEET	01
ADDRESS		BUILDING SIZE	60'-0" x 150'-0" x 16'-0"		







DOWNSPOUT LOCATIONS



TRIM TABLE	FRAME LINE D	QUANT	TYPE	DIAM.	LENGTH	DETAIL
1	WT-1	1	WT-1	1/2"	7/8"	TRIM_5
2	WT-2	1	WT-2	3/4"	2 1/2"	TRIM_5
3	WT-3	1	WT-3	1"	2 1/2"	TRIM_5
4	WT-4	1	WT-4	1 1/4"	2 1/2"	TRIM_5
5	WT-5	1	WT-5	1 1/2"	2 1/2"	TRIM_5
6	WT-6	1	WT-6	1 3/4"	2 1/2"	TRIM_5
7	WT-7	1	WT-7	2"	2 1/2"	TRIM_5
8	WT-8	1	WT-8	2 1/4"	2 1/2"	TRIM_5
9	WT-9	1	WT-9	2 3/8"	2 1/2"	TRIM_5
10	WT-10	1	WT-10	2 1/2"	2 1/2"	TRIM_5
11	WT-11	1	WT-11	2 3/4"	2 1/2"	TRIM_5
12	WT-12	1	WT-12	3"	2 1/2"	TRIM_5
13	WT-13	1	WT-13	3 1/8"	2 1/2"	TRIM_5
14	WT-14	1	WT-14	3 1/4"	2 1/2"	TRIM_5
15	WT-15	1	WT-15	3 1/2"	2 1/2"	TRIM_5
16	WT-16	1	WT-16	3 3/8"	2 1/2"	TRIM_5
17	WT-17	1	WT-17	3 1/2"	2 1/2"	TRIM_5
18	WT-18	1	WT-18	3 3/4"	2 1/2"	TRIM_5

BOLT TABLE	FRAME LINE D	QUANT	TYPE	DIAM.	LENGTH
1	WF-1	4	A325	5/8"	1 1/2"
2	WF-2	4	A325	5/8"	1 1/2"
3	WF-3	4	A325	5/8"	1 1/2"
4	WF-4	4	A325	5/8"	1 1/2"

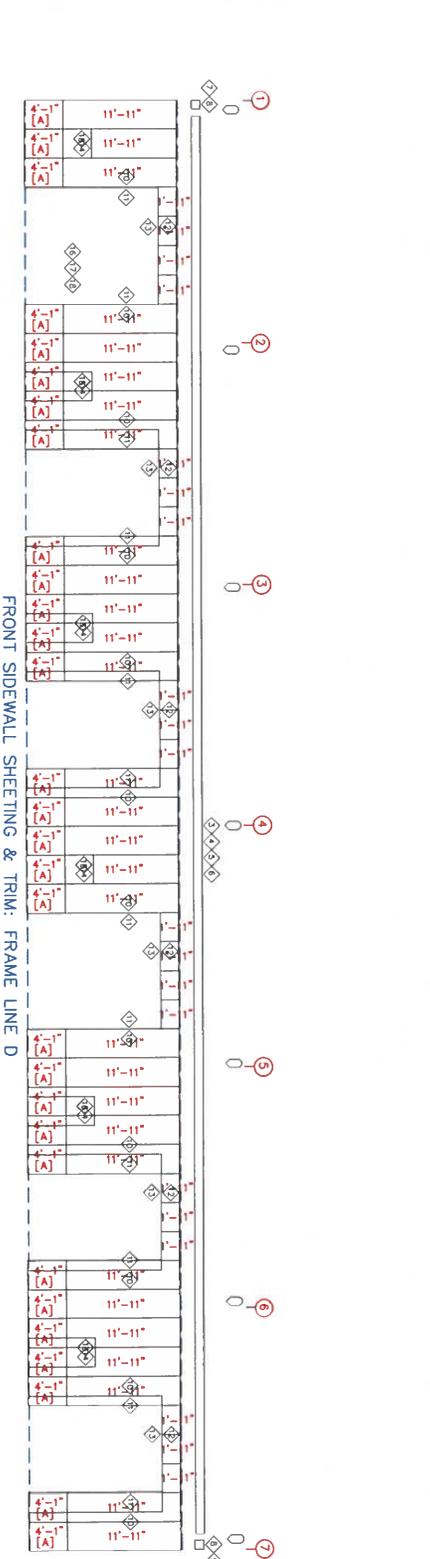
MEMBER TABLE	FRAME LINE D	PART	LENGTH
1	WF-1	W10x41	15'-1 7/8"
2	WF-2	W10x41	12'-5 1/16"
3	DJ-1	8x25C14	15'-5 1/4"
4	DJ-2	8x25C14	14'-0 7/8"
5	DH-1	8x25C14	12'-0 3/8"
6	G-9	8x25Z14	7'-11 3/8"
7	G-10	8x25Z14	7'-4 3/8"
8	G-11	8x25Z14	2'-4 3/8"
9	G-12	8x25Z14	2'-4 3/8"
10	G-13	8x25Z14	2'-4 3/8"
11	G-14	8x25Z14	2'-11 3/8"

ANGLE TABLE	FRAME LINE D	LENGTH
1	ANG-1	12'-4 3/8"
2	ANG-2	12'-4 3/8"

CONNECTION PLATES	FRAME LINE D	LENGTH
1	CP-1	12'-4 3/8"
2	CP-2	12'-4 3/8"



APPROVAL DRAWINGS  
NOT FOR CONSTRUCTION

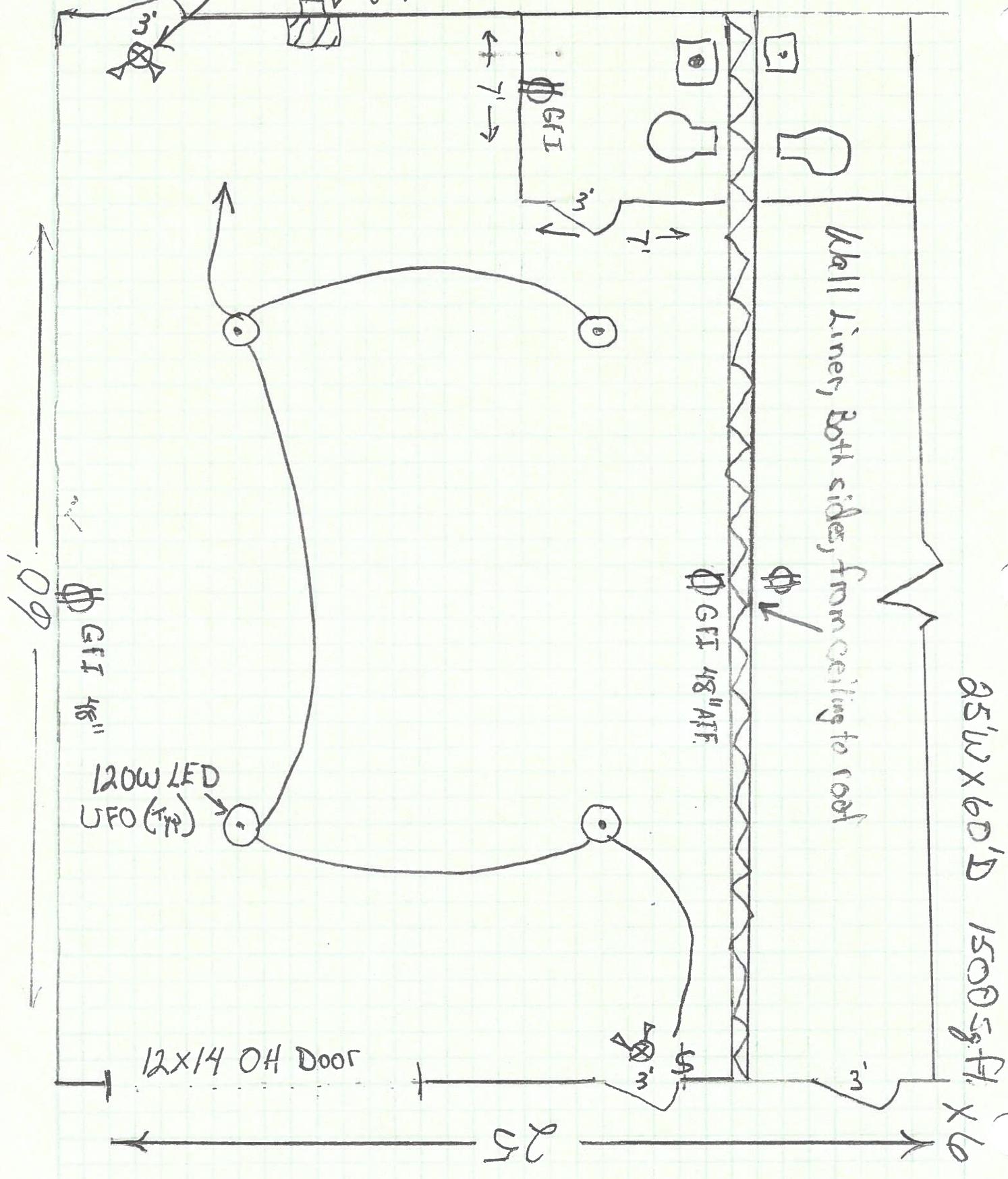


PROJECT	BRANDON BOWDEN	SIDEWALL FRAMING	CHECK:
PROJECT ID	024-0212	DRAFT:	DF
PROJECT ADDRESS	MUSKOGEE, OK 74403	DATE:	3/18/24
BUILDING SIZE	60'-0" x 150'-0" x 16'-0"		

ADA  
Compliant

Combo Emerg Exit (Typ)

200A 1Ø  
120/240



**ORDINANCE NO. 4232-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 2109 WARD STREET. THE TRACT OF LAND IS IN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 15 NORTH, RANGE 18 EAST OF THE INDIAN BASE AND MERIDIAN, MUSKOGEE COUNTY, STATE OF OKLAHOMA. CONTAINING 1.00 ACRES MORE OR LESS, AND PROVIDING FOR SEVERABILITY. THE PROPERTY IS MORE PARTICULARLY DESCRIBED AS:**

**The West 208.7 feet of the East 936.1 feet of the North 208.7 feet of the SE/4 of the NE/4 of Section 24, T15N, R18E of the 1.B.&M., Muskogee County, State of Oklahoma. Containing 1.00 acres, more or less.**

**(JOE ROCKEY, Applicant)**

**FROM R-1 SINGLE FAMILY  
TO  
I-1 LIGHT INDUSTRIAL**

WHEREAS, the City of Muskogee Planning and Zoning Commission, in a meeting held Monday, May 6, 2024, 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;

**The West 208.7 feet of the East 936.1 feet of the North 208.7 feet of the SE/4 of the NE/4 of Section 24, T15N, R18E of the 1.B.&M., Muskogee County, State of Oklahoma. Containing 1.00 acres, more or less.**

**FROM R-1 SINGLE FAMILY  
TO  
I-1 LIGHT INDUSTRIAL**

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 \_\_\_\_\_ DAY OF JUNE 2024.

\_\_\_\_\_  
W. PATRICK CALE, MAYOR

ATTEST:

\_\_\_\_\_  
TAMMY L. TRACY, CITY CLERK

(SEAL)

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

\_\_\_\_\_  
KATRINA BODENHAMER, CITY ATTORNEY

**Meeting Date:** 06/10/2024

**Initiator:** Jody King, Planning Director

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**Information**

**AGENDA ITEM TITLE:**

Hold a Public Hearing and consider approval of Resolution No. 2985 to approve a land use map amendment to allow for the property located at 2544 South 32<sup>nd</sup> Street, Southeast Section 4, Township 14 North, Range 18 East to be rezoned from C-2, General Commercial and A Agriculture, to I-1, Light Industrial, or take other necessary action. (Jody King)

**LEGAL DESCRIPTION:**

A TRACT OF LAND BEING ALL OF LOT 1, BLOCK 1, OF THE SLEEPY TRAVELER ADDITION, FILED IN THE MUSKOGEE COUNTY CLERK'S OFFICE IN PLAT BOOK 4867, PAGE 503, AND A PORTION OF THE SOUTHWEST QUARTER (SW/4) OF THE NORTHEAST QUARTER (NE/4) OF SECTION FOUR (4), TOWNSHIP FOURTEEN NORTH (T14N), RANGE EIGHTEEN EAST (R18E) OF THE INDIAN MERIDIAN, MUSKOGEE COUNTY, OKLAHOMA, TOGETHER BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 1, MARKED BY A 5/8" REBAR WITH CAP STAMPED "CA 4849" FOUND IN PLACE; THENCE N88°06'48"E, PASSING THROUGH A POINT MARKED BY A 5/8" REBAR WITH CAP STAMPED "CA 4849" FOUND IN PLACE FOR THE NORTHEAST CORNER OF SAID LOT 1, BLOCK 1 AT A DISTANCE OF 749.94 FEET, AND CONTINUING FOR A TOTAL DISTANCE OF 1205.56 FEET TO A POINT MARKED BY A 5/8" REBAR WITH CAP STAMPED "CA 4849" FOUND IN PLACE; THENCE S01°36'13"E A DISTANCE OF 329.93 FEET TO A POINT MARKED BY A 5/8" REBAR WITH CAP STAMPED "CA 4849" FOUND IN PLACE; THENCE S88°06'00"W, PASSING THROUGH A POINT MARKED BY A 5/8" REBAR WITH CAP STAMPED "CA 4849" FOUND IN PLACE FOR THE SOUTHEAST CORNER OF SAID LOT 1, BLOCK 1 AT A DISTANCE OF 457.58 FEET, AND CONTINUING FOR A TOTAL DISTANCE OF 1207.50 FEET TO A POINT MARKED BY A 5/8" REBAR WITH CAP STAMPED "CA 4849" FOUND IN PLACE, SAID POINT BEING ON THE PLATTED RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 64; THENCE ALONG SAID LINE N01°16'02"W A DISTANCE OF 330.22 FEET TO THE POINT OF BEGINNING SAID TRACT HAVING AN AREA OF 398,231.9 SQUARE FEET OR 9.142 ACRES, MORE OR LESS.

**BACKGROUND:**

The City of Muskogee and Old Dominion Freight Line (applicant) are requesting an amendment to the Land Use Map to allow the property to be rezoned from C-2 General Commercial and A Agriculture to I-1 Light Industrial to allow for a commercial trucking drop yard. The future land use map as adopted by the City Council demonstrates that the area has the possibility of residential expansion. However, since the City of Muskogee is in the middle of their comprehensive plan update, the upcoming ODOT expansion of Highway 69, the continued growth of industrial and commercial development, and the existing I-1 zoning contiguous to the northern most portion of the property, the preceding land use map amendment is by city staff and must be approved by the city council in order to proceed with the rezone request. The amendment, if approved, would change the Land Use Map from "Single Family Residential" to "Light Industrial" and allow the rezoning request to be considered for approval.

Public hearings will be held at the Muskogee City Hall, 3<sup>rd</sup> Floor Council Chambers, at 229 W Okmulgee, Muskogee, OK 74401 at the following meetings and times:

1. City of Muskogee Planning & Zoning Commission on Monday, May 6, 2024, at 9:00 A.M.
2. City of Muskogee Public Works Committee on Monday, May 13, 2024, at 5:30 P.M.
3. City of Muskogee City Council on Monday, June 24, 2024, at 5:30 P.M.

This notice was published in the Muskogee Phoenix for circulation no later than Tuesday April 16, 2024, for twenty (20) days and all property owners within a 300 foot radius of the property were noticed.

At the planning commission meeting held on May 6, 2024, the commission recommended approval of the resolution.

**RECOMMENDED STAFF ACTION:**

Recommend Approval

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**Fiscal Impact**

**Attachments**

Staff Report

Site Plan

Building Plans

Resolution 2985-DRAFT

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## **Planning & Community Development Staff Report**

**City of Muskogee Planning & Zoning Commission, Monday, May 6, 2024 at  
9:00 A.M. at City of Muskogee City Hall, 229 W Okmulgee Ave., 3<sup>rd</sup> Floor  
Council Chambers**

Hold a public hearing and consider a recommendation to the City Council of the City of Muskogee for Resolution No. 2985 to approve a land use map amendment to allow for the property located at 2544 South 32<sup>nd</sup> Street, Southeast Section 4, Township 14 North, Range 18 East to be rezoned from C-2 General Commercial and A Agriculture to I-1 Light Industrial.

AND;

Hold a public hearing and consider a recommendation to the City Council of the City of Muskogee to approve Ordinance No. 4231-A, a rezone request for the property located at 2544 South 32<sup>nd</sup> Street, Southeast Section 4, Township 14 North, Range 18 East to be rezoned from C-2 General Commercial and A Agriculture to I-1 Light Industrial and if approved, authorize staff to update the official city map.

### **Planning Department Analysis**

- Current Zoning & Use
  - Street frontage is zoned C-1 Local commercial, back half is zoned A Agriculture
  - Vacant agricultural land
- Proposed Zoning & Use
  - I-1 Light Industrial
  - Commercial Trucking Drop yard for Old Dominion Freight Line.
- Section, Township, Range
  - SW quarter of the NE quarter of Section 4, Township 14 North, Range 18 East of the Indian Meridian.
- Street Address: 2544 South 32<sup>nd</sup> Street

### **Legal Description**

A TRACT OF LAND BEING ALL OF LOT 1, BLOCK 1, OF THE SLEEPY TRAVELER ADDITION, FILED IN THE MUSKOGEE COUNTY CLERK'S OFFICE IN PLAT BOOK 4867, PAGE 503, AND A PORTION OF THE SOUTHWEST QUARTER (SW/4) OF THE NORTHEAST QUARTER (NE/4) OF SECTION FOUR (4), TOWNSHIP FOURTEEN NORTH (T14N), RANGE EIGHTEEN EAST (R18E) OF THE INDIAN MERIDIAN, MUSKOGEE COUNTY, OKLAHOMA, TOGETHER BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 1, MARKED BY A 5/8" REBAR WITH CAP STAMPED "CA 4849" FOUND IN PLACE; THENCE N88°06'48"E, PASSING THROUGH A POINT MARKED BY A 5/8" REBAR WITH CAP STAMPED "CA 4849" FOUND IN PLACE FOR THE NORTHEAST CORNER OF SAID LOT 1, BLOCK 1 AT A DISTANCE OF 749.94 FEET, AND CONTINUING FOR A TOTAL DISTANCE OF 1205.56 FEET TO A POINT MARKED BY A 5/8" REBAR WITH CAP STAMPED "CA 4849" FOUND IN PLACE; THENCE S01°36'13"E A DISTANCE OF 329.93 FEET TO A POINT MARKED BY A 5/8" REBAR WITH CAP STAMPED "CA 4849" FOUND IN PLACE; THENCE S88°06'00"W, PASSING THROUGH A POINT MARKED BY A 5/8" REBAR WITH CAP STAMPED "CA 4849" FOUND IN PLACE FOR THE SOUTHEAST CORNER OF SAID LOT 1, BLOCK 1 AT A DISTANCE OF 457.58 FEET, AND CONTINUING FOR A TOTAL DISTANCE OF 1207.50 FEET TO A POINT MARKED BY A 5/8" REBAR WITH CAP STAMPED "CA 4849" FOUND IN PLACE, SAID POINT BEING ON THE PLATTED RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 64; THENCE ALONG SAID LINE N01°16'02"W A DISTANCE OF 330.22 FEET TO THE POINT OF BEGINNING SAID TRACT HAVING AN AREA OF 398,231.9 SQUARE FEET OR 9.142 ACRES, MORE OR LESS.

#### Discussion on Land Use Map Amendment

The City of Muskogee and Old Dominion Freight Line (applicant) are requesting an amendment to the Land Use Map to allow the property to be rezoned from C-2 General Commercial and A Agriculture to I-1 Light Industrial to allow for a commercial trucking drop yard. The future land use map as adopted by the City Council demonstrates that the area has the possibility of residential expansion. However, since the City of Muskogee is in the middle of their comprehensive plan update, the upcoming ODOT expansion of Highway 69, the continued growth of industrial and commercial development, and the existing I-1 zoning contiguous to the northern most portion of the property, the preceding land use map amendment is by city staff and must be approved by the city council in order to proceed with the rezone request. The amendment, if approved, would change the Land Use Map from "Single Family Residential" to "Light Industrial" and allow the rezoning request to be considered for approval.

Public hearings will be held at the Muskogee City Hall, 3<sup>rd</sup> Floor Council Chambers, at 229 W Okmulgee, Muskogee, OK 74401 at the following meetings and times:

1. City of Muskogee Planning & Zoning Commission on Monday, May 6, 2024, at 9:00 A.M.
2. City of Muskogee Public Works Committee on Monday, May 13, 2024, at 5:30 P.M.
3. City of Muskogee City Council on Monday, June 24, 2024, at 5:30 P.M.

This notice was published in the Muskogee Phoenix for circulation no later than Tuesday April 16, 2024, for twenty (20) days and all property owners within a 300 foot radius of the property were noticed.

#### Discussion on Rezone

Old Dominion Freight Line (ODFL) requests the rezone of the newly consolidated lots from C-2 General Commercial & A Agriculture to I-1 Light Industrial. The frontage of the lot was originally platted as the Sleepy Traveler Addition for a proposed RV Park in 2023. The owner has since decided to sell the property to ODFL. The combined lots will serve as a drop yard for commercial trucking making Muskogee a destination for further industrial and commercial expansion. The request does not conform with the future land use plan, but as the City of Muskogee is in the middle of their comprehensive plan update, the upcoming ODOT expansion of Highway 69, and the continued growth of industrial and commercial development, the preceding land use map amendment is recommended by city staff and must be approved by the city council in order to proceed with the rezone request.

Attached is the lot consolidation survey and building plans which together, conform to the requirement of section 90-03-04 since the request does not conform to the future land use plan.

#### Surrounding Zoning & Land Use

North: I-1 Light Industrial, Accessory Structures by Legacy Buildings.

East: R-1 Single Family, Single Family Homes in the Southgate RP Addition.

South: Similarly zoned, vacant farmland.

West: outside city limits.

Public hearings will be held at the Muskogee City Hall, 3<sup>rd</sup> Floor Council Chambers, at 229 W Okmulgee, Muskogee, OK 74401 at the following meetings and times:

1. City of Muskogee Planning & Zoning Commission on Monday, May 6, 2024, at 9:00 A.M.
2. City of Muskogee Public Works Committee on Monday, May 13, 2024, at 5:30 P.M.
3. City of Muskogee City Council on Monday, June 24, 2024, at 5:30 P.M.

This notice was published in the Muskogee Phoenix for circulation no later than Tuesday April 16, 2024, for twenty (20) days and all property owners within a 300 foot radius of the property were noticed.

**RECOMMENDATION: Approve Land Use Map Amendment and the Rezone**

### Request



# 2544 South 32nd Street Zoning Map



4/10/2024

 Muskogee parcels

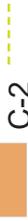
 R-1

 I-1

Zoning

 C-2

 A

 City of Muskogee City Limits

1:2,257

0 0.01 0.03 0.05 0.06 mi

0 0.03 0.05 0.1 km

Source: Esri, USDA FSA, Esri Community Maps Contributors, Texas Parks & Wildlife, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph,

**SITE INFORMATION**

N/F: HOLMAN RECREATION LLC  
 2544 SOUTH 32ND STREET,  
 MUSKOGEE, OKLAHOMA 74401  
 APN: 510045050  
 398,232 ± SQUARE FEET, OR 9.142 ± ACRES

**DEED DESCRIPTION**

THE LAND IS DESCRIBED AS FOLLOWS:  
 FOR APN/PARCEL ID(S): 510045050  
 FOR TAX MAP ID(S): 45050 AND 58514  
 THE N/2 OF THE N/2 OF THE SW/4 OF THE NE/4 OF SECTION 4, TOWNSHIP 14 NORTH, RANGE 18 EAST OF THE INDIAN BASE AND MERIDIAN, MUSKOGEE COUNTY, STATE OF OKLAHOMA

**AS-SURVEYED DESCRIPTION**

A TRACT OF LAND BEING ALL OF LOT 1, BLOCK 1, OF THE SLEEPY TRAVELER ADDITION, FILED IN THE MUSKOGEE COUNTY CLERK'S OFFICE IN PLAT BOOK 4867, PAGE 503, AND A PORTION OF THE SOUTHWEST QUARTER (SW/4) OF THE NORTHEAST QUARTER (NE/4) OF SECTION FOUR (4), TOWNSHIP FOURTEEN NORTH (T14N), RANGE EIGHTEEN EAST (R18E) OF THE INDIAN MERIDIAN, MUSKOGEE COUNTY, OKLAHOMA, TOGETHER BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 1, MARKED BY A 5/8" REBAR WITH CAP STAMPED "CA 4849" FOUND IN PLACE, THENCE  
 N88°06'48"E, PASSING THROUGH A POINT MARKED BY A 5/8" REBAR WITH CAP STAMPED "CA 4849" FOUND IN PLACE FOR THE NORTHEAST CORNER OF SAID LOT 1, BLOCK 1 AT A DISTANCE OF 749.94 FEET, AND CONTINUING FOR A TOTAL DISTANCE OF 1205.56 FEET TO A POINT MARKED BY A 5/8" REBAR WITH CAP STAMPED "CA 4849" FOUND IN PLACE, THENCE  
 S01°36'13"E A DISTANCE OF 329.93 FEET TO A POINT MARKED BY A 5/8" REBAR WITH CAP STAMPED "CA 4849" FOUND IN PLACE, THENCE

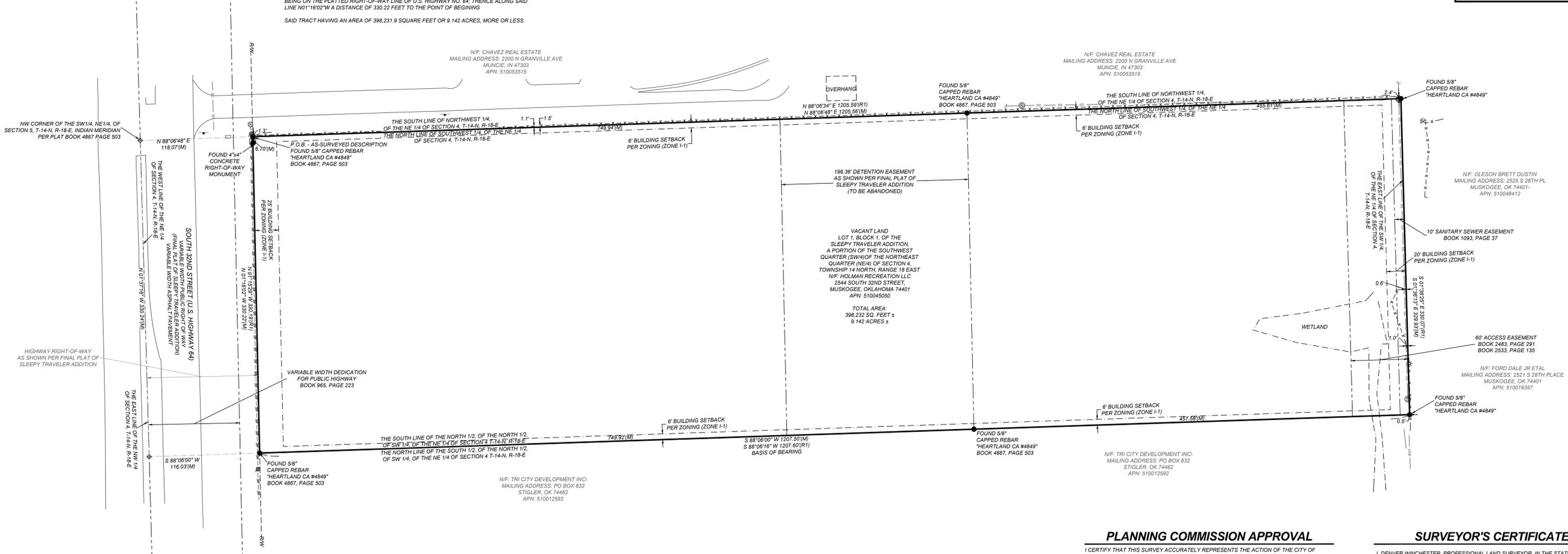
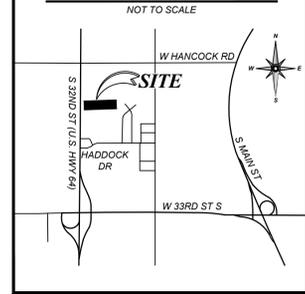
S88°06'00"W, PASSING THROUGH A POINT MARKED BY A 5/8" REBAR WITH CAP STAMPED "CA 4849" FOUND IN PLACE FOR THE SOUTHEAST CORNER OF SAID LOT 1, BLOCK 1 AT A DISTANCE OF 457.58 FEET, AND CONTINUING FOR A TOTAL DISTANCE OF 1207.50 FEET TO A POINT MARKED BY A 5/8" REBAR WITH CAP STAMPED "CA 4849" FOUND IN PLACE, SAID POINT BEING ON THE PLATED RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 84, THENCE ALONG SAID LINE N01°16'02"W A DISTANCE OF 330.22 FEET TO THE POINT OF BEGINNING

SAID TRACT HAVING AN AREA OF 398,231.9 SQUARE FEET OR 9.142 ACRES, MORE OR LESS.

**LOT CONSOLIDATION SURVEY**

2544 SOUTH 32ND STREET,  
 MUSKOGEE, OKLAHOMA 74401  
 MUSKOGEE COUNTY

**VICINITY MAP**



**GENERAL NOTES**

- SOME FEATURES SHOWN ON THIS PLAT MAY BE SHOWN OUT OF SCALE FOR CLARITY.
- DIMENSIONS ON THIS PLAT ARE EXPRESSED IN FEET AND DECIMAL PARTS THEREOF UNLESS OTHERWISE NOTED. MONUMENTS WERE FOUND AT POINTS WHERE INDICATED.
- COMPLETED FIELD WORK WAS DECEMBER 26, 2023.
- THE DISTANCES SHOWN HEREON ARE UNITS OF GROUND MEASUREMENT.
- NAMES AND ADDRESSES OF ADJOINING PROPERTY OWNERS WERE TAKEN FROM MUSKOGEE COUNTY GIS.
- THIS SURVEY MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.
- THIS PROJECT WAS COMPLETED UNDER MY DIRECT AND RESPONSIBLE CHARGE FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION; THAT THIS GROUND SURVEY WAS PERFORMED AT THE 90% CONFIDENCE LEVEL TO MEET FEDERAL GEOGRAPHIC DATA COMMITTEE STANDARDS; THAT THIS SURVEY WAS PERFORMED TO MEET THE SPECIFICATIONS FOR TOPOGRAPHIC AND PLANIMETRIC MAPPING CONTAINED IN THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS; THE ORIGINAL DATA WAS OBTAINED AND THAT THE SURVEY WAS COMPLETED ON DECEMBER 26, 2023, AND ALL COORDINATES ARE BASED ON NAD83(2011) EPOCH 2010.0 AND ALL ELEVATIONS ARE BASED ON NAVD83.
- PROPERTY TO BE REZONED TO I-1 - LIGHT INDUSTRIAL. THE I-1, LIGHT INDUSTRIAL DISTRICT IS INTENDED TO ACCOMMODATE MOST TYPES OF INDUSTRIAL DEVELOPMENT AS WELL AS BUSINESS PARKS. THIS DISTRICT IS DESIGNED TO PROTECT RESIDENTIAL AND LESS INTENSIVE COMMERCIAL USES BY LOCATING GENERAL INDUSTRIAL USES IN LOCATIONS REMOVED FROM SUCH RESIDENTIAL OR COMMERCIAL DEVELOPMENT. CERTAIN GENERAL INDUSTRIAL USES THAT MAY TEND TO BE OBJECTIONABLE DUE TO THEIR ODOR, VIBRATIONS, SMOKE, GLARE, HEAT, NOISE OR SIMILAR CHARACTERISTICS ARE PROVIDED AS SPECIAL USES IN THIS DISTRICT.

**FLOOD ZONE INFORMATION**

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN ZONE "X" OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 40101C0235F, WHICH BEARS AN EFFECTIVE DATE OF 02/04/2011 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA  
 ZONE "X" - AREA OF MINIMAL FLOOD HAZARD, USUALLY DEPICTED ON FIRMS AS ABOVE THE 500-YEAR FLOOD LEVEL. ZONE "X" IS THE AREA DETERMINED TO BE OUTSIDE THE 500-YEAR FLOOD AND PROTECTED BY LEVEE FROM 100-YEAR FLOOD.

**BASIS OF BEARING**

THE BASIS OF BEARING OF THIS SURVEY IS GRID NORTH (G) BASED ON THE SOUTH LINE OF THE SUBJECT PROPERTY. THE BEARING IS DENOTED AS S88°06'00"W PER GPS COORDINATE OBSERVATIONS OKLAHOMA STATE PLANE, NORTH ZONE NAD83(2011).  
 LATITUDE = 35°43'18.607"  
 LONGITUDE = -95°24'08.1325"  
 CONVERGENCE ANGLE = -01°31'58.9772"

**PLANNING COMMISSION APPROVAL**

I CERTIFY THAT THIS SURVEY ACCURATELY REPRESENTS THE ACTION OF THE CITY OF MUSKOGEE PLANNING AND ZONING COMMISSION TAKEN ON \_\_\_\_\_  
 PLANNING COMMISSION CHAIRMAN: \_\_\_\_\_ DATE \_\_\_\_\_

**SURVEYOR'S CERTIFICATE**

I, DENVER WINCHESTER, PROFESSIONAL LAND SURVEYOR, IN THE STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT A SURVEY WAS MADE UNDER MY DIRECT SUPERVISION OF THE HEREON DESCRIBED PROPERTY SITUATE WITHIN MUSKOGEE COUNTY. THE SURVEY WAS MADE ON THE GROUND USING AT LEAST THE MINIMUM STANDARDS OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND FURTHER CERTIFY THAT THIS PLAT MEETS SAID STANDARDS AND ACCURATELY REPRESENTS SAID SURVEY.

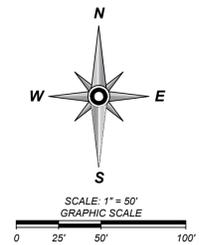
THE FIELD WORK WAS COMPLETED ON 12/26/2023.



DENVER WINCHESTER  
 PROFESSIONAL LAND SURVEYOR NO. 1952  
 STATE OF OKLAHOMA  
 OKLAHOMA COA 5387

**LEGEND & SYMBOLS**

- FOUND MONUMENT AS-NOTED
- COMPUTED POINT
- ⊕ SIGN
- FIBER OPTIC VAULT
- SANITARY MANHOLE(S/MH)
- POWER POLE
- WATER METER
- IRRIGATION CONTROL VALVE
- UTILITY VAULT
- (M) MEASURED/CALCULATED DIMENSION
- (RT) RECORD DIMENSION PER FINAL PLAT OF SLEEPY TRAVELER ADDITION, DATED JULY 17, 2023, FILE NAME: W010865
- N/F NOW OR FORMERLY
- P.O.B. POINT OF BEGINNING
- BOUNDARY LINE
- EASEMENT LINE
- RIGHT-OF-WAY LINE
- x-x-x-x- FENCE LINE
- OVERHEAD POWER LINE
- UNDERGROUND SANITARY SEWER LINE
- UNDERGROUND STORM DRAIN LINE
- EDGE OF WATER
- SETBACK LINE



DATE	REVISION HISTORY	BY

**BLEW & ASSOCIATES, P.A.**  
 3825 N. SHILOH DRIVE - FAYETTEVILLE, AR 72703  
 EMAIL: SURVEY@BLEWINC.COM  
 OFFICE: 479.443.4506 FAX: 479.582.1883  
 WWW.BLEWINC.COM

**SURVEYOR JOB NUMBER:**  
 23-8131.02

**SURVEY DRAWN BY:**  
 CKL/S/Ts - 03/19/2024

**SURVEY REVIEWED BY:**  
 DW

**SHEET:**  
 1 OF 1

# Old Dominion Freight Line Muskogee

APN: 510045050  
2544 SOUTH 32ND STREET,  
MUSKOGEE, OKLAHOMA











NO.	REV.	DATE	DESCRIPTION

DRAWN BY: Matt T. Prosser, P.E.  
CHECKED BY: Kyle M. Hoyt, P.E.  
DATE: April 05, 2024  
PROJECT #: 23-099  
SCALE: AS NOTED  
SHEET TITLE: SWPPP Details  
SHEET NUMBER:

**C3.4**

### SEDIMENT TUBE INSTALLATION

**SEDIMENT TUBE SPACING**

SLOPE	MAX. SEDIMENT TUBE SPACING
LESS THAN 2%	150- FEET
2%	100- FEET
3%	75- FEET
4%	50- FEET
5%	40- FEET
6%	30- FEET
GREATER THAN 6%	25- FEET

**SEDIMENT TUBES**  
STANDARD DRAWING NO. SC-05 PAGE 1 of 2  
NOT TO SCALE  
FEBRUARY 2014 DATE

### SEDIMENT TUBES - GENERAL NOTES

- Sediment tubes may be installed along contours, in drainage conveyance channels, and around inlets to help prevent off-site discharge of sediment-laden stormwater runoff.
- Sediment tubes are elongated tubes of compacted geotextiles, curled excelsior wood, natural coconut fiber, or hardwood mulch. Straw, pine needles, and leaf mulch-filled sediment tubes are not permitted.
- The outer netting of the sediment tube should consist of seamless, high-density polyethylene photodegradable materials treated with ultraviolet stabilizers or a seamless, high-density polyethylene non-degradable material.
- Sediment tubes, when used as checks within channels, should range between 18-inches and 24-inches depending on channel dimensions. Diameters outside this range may be allowed where necessary when approved.
- Curled excelsior wood, or natural coconut products that are rolled up to create a sediment tube are not allowed.
- Sediment tubes should be staked using wooden stakes (2-inch X 2-inch) or steel posts (standard "U" or "T" sections with a minimum weight of 1.25 pounds per foot) at a minimum of 48-inches in length placed on 2-foot centers.
- Install all sediment tubes to ensure that no gaps exist between the soil and the bottom of the tube. Manufacturer's recommendations should always be consulted before installation.
- The ends of adjacent sediment tubes should be overlapped 6-inches to prevent flow and sediment from passing through the field joint.
- Sediment tubes should not be stacked on top of one another, unless recommended by manufacturer.
- Each sediment tube should be installed in a trench with a depth equal to 1/3 the diameter of the sediment tube.
- Sediment tubes should continue up the side slopes a minimum of 1-foot above the design flow depth of the channel.
- Install stakes at a diagonal facing incoming runoff.

### SEDIMENT TUBES - INSPECTION & MAINTENANCE

- The key to functional sediment tubes is weekly inspections, routine maintenance, and regular sediment removal.
- Regular inspections of sediment tubes shall be conducted once every calendar week and, as recommended, within 24-hours after each rainfall even that produces 1/2-inch or more of precipitation.
- Attention to sediment accumulations in front of the sediment tube is extremely important. Accumulated sediment should be continually monitored and removed when necessary.
- Remove accumulated sediment when it reaches 1/3 the height of the sediment tube.
- Removed sediment shall be placed in stockpile storage areas or spread thinly across disturbed area. Stabilize the removed sediment after it is relocated.
- Large debris, trash, and leaves should be removed from in front of tubes when found.
- If erosion causes the edges to fall to a height equal to or below the height of the sediment tube, repairs should be made immediately to prevent runoff from bypassing tube.
- Sediment tubes should be removed after the contributing drainage area has been completely stabilized. Permanent vegetation should replace areas from which sediment tubes have been removed.

**SEDIMENT TUBES**  
STANDARD DRAWING NO. SC-05 PAGE 2 of 2  
GENERAL NOTES  
FEBRUARY 2014 DATE

### SILT FENCE INSTALLATION

### FLAT-BOTTOM TRENCH DETAIL

### V-SHAPED TRENCH DETAIL

### SILT FENCE - GENERAL NOTES

- Do not place silt fence across channels or in other areas subject to concentrated flows. Silt fence should not be used as a velocity control BMP. Concentrated flows are any flows greater than 0.5 cfs.
- Maximum sheet or overland flow path length to the silt fence shall be 100-feet.
- Maximum slope steepness (normal [perpendicular] to the fence line) shall be 2:1.
- Silt fence joints, when necessary, shall be completed by one of the following options:
  - Wrap each fabric together at a support post with both ends fastened to the post, with a 1-foot minimum overlap.
  - Overlap silt fence by installing 3-feet passed the support post to which the new silt fence roll is attached. Attach old roll to new roll with heavy-duty plastic ties or;
  - Overlap entire width of each silt fence roll from one support post to the next support post.
- Attach filter fabric to the steel posts using heavy-duty plastic ties that are evenly spaced within the top 8-inches of the fabric.
- Install the silt fence perpendicular to the direction of the stormwater flow and place the silt fence the proper distance from the toe of steep slopes to provide sediment storage and access for maintenance and cleanout.
- Install Silt Fence Checks (Tie-Backs) every 50-100 feet, dependent on slope, along silt fence that is installed with slope and where concentrated flows are expected or are documented along the proposed/installed silt fence.

**SILT FENCE**  
STANDARD DRAWING NO. SC-03 PAGE 1 of 2  
NOT TO SCALE  
FEBRUARY 2014 DATE

### SILT FENCE - POST REQUIREMENTS

- Silt fence posts must be 48-inch long steel posts that meet, at a minimum, the following physical characteristics:
  - Composed of a high strength steel with a minimum yield strength of 50,000 psi.
  - Include a standard "T" section with a nominal face width of 1.38-inches and a nominal "T" length of 1.48-inches.
  - Weigh 1.25 pounds per foot (± 8%).
- Posts shall be equipped with projections to aid in fastening of filter fabric.
- Steel posts may need to have a metal soil stabilization plate welded near the bottom when installed along steep slopes or installed in loose soils. The plate should have a minimum cross section of 17-square inches and be composed of 15 gauge steel, at a minimum. The metal soil stabilization plate should be completely buried.
- Install posts to a minimum of 24-inches. A minimum height of 1- to 2-inches above the fabric shall be maintained, and a maximum height of 3 feet shall be maintained above the ground.
- Post spacing shall be at a maximum of 6-feet on center.

### SILT FENCE - FABRIC REQUIREMENTS

- Silt fence must be composed of woven geotextile filter fabric that consists of the following requirements:
  - Composed of fibers consisting of long chain synthetic polymers of at least 85% by weight of polyolefins, polyesters, or polyamides that are formed into a network such that the filaments or yarns retain dimensional stability relative to each other.
  - Free of any treatment or coating which might adversely alter its physical properties after installation.
  - Free of any defects or flaws that significantly affect its physical and/or filtering properties; and,
  - Have a minimum width of 36-inches.
- Use only fabric appearing on SC DOT's Qualified Products Listing (QPL), Approval Sheet #34, meeting the requirements of the most current edition of the SC DOT Standard Specifications for Highway Construction.
- 12-inches of the fabric should be placed within excavated trench and tied in when the trench is backfilled.
- Filter fabric shall be purchased in continuous rolls and cut to the length of the barrier to avoid joints.
- Filter fabric shall be installed at a minimum of 24-inches above the ground.

### SILT FENCE - INSPECTION & MAINTENANCE

- The key to functional silt fence is weekly inspections, routine maintenance, and regular sediment removal.
- Regular inspections of silt fence shall be conducted once every calendar week and, as recommended, within 24-hours after each rainfall even that produces 1/2-inch or more of precipitation.
- Attention to sediment accumulations along the silt fence is extremely important. Accumulated sediment should be continually monitored and removed when necessary.
- Remove accumulated sediment when it reaches 1/3 the height of the silt fence.
- Removed sediment shall be placed in stockpile storage areas or spread thinly across disturbed area. Stabilize the removed sediment after it is relocated.
- Check for areas where stormwater runoff has eroded a channel beneath the silt fence, or where the fence has sagged or collapsed due to runoff overlapping the silt fence. Install checks/tie-backs and/or reinstall silt fence, as necessary.
- Check for tears within the silt fence, areas where silt fence has begun to decompose, and for any other circumstance that may render the silt fence ineffective. Removed damaged silt fence and reinstall new silt fence immediately.
- Silt fence should be removed within 30 days after final stabilization is achieved and once it is removed, the resulting disturbed area shall be permanently stabilized.

**SILT FENCE**  
STANDARD DRAWING NO. SC-03 PAGE 2 of 2  
GENERAL NOTES  
FEBRUARY 2014 DATE

### EXCAVATED PIT CONCRETE WASHOUT

### CONCRETE WASHOUT EXCAVATED PIT

STANDARD DRAWING NO. RC-08 PAGE 1 of 1  
NOT TO SCALE  
FEBRUARY 2014 DATE

### LETTERS A MINIMUM OF 5" IN HEIGHT

### CONCRETE WASHOUT SIGN DETAIL

**CONCRETE WASHOUT**  
STANDARD DRAWING NO. RC-08 PAGE 1 of 1  
NOT TO SCALE  
FEBRUARY 2014 DATE

### CONSTRUCTION ENTRANCE

**CONSTRUCTION ENTRANCE**  
STANDARD DRAWING NO. SC-06 PAGE 1 of 2  
NOT TO SCALE  
FEBRUARY 2014 DATE

SPECIFICATION	SIZE
ROCK PAD THICKNESS	6 INCHES
ROCK PAD WIDTH	24 FEET
ROCK PAD LENGTH	100 FEET
ROCK PAD STONE SIZE	D = 2-3 INCHES

### CONSTRUCTION ENTRANCE - GENERAL NOTES

- Stabilized construction entrances should be used at all points where traffic will egress/ingress a construction site onto a public road or any impervious surfaces, such as parking lots.
- Install a non-woven geotextile fabric prior to placing any stone.
- Install a culvert pipe across the entrance when needed to provide positive drainage.
- The entrance shall consist of 2-inch to 3-inch D50 stone placed at a minimum depth of 6-inches.
- Minimum dimensions of the entrance shall be 24-feet wide by 100-feet long, and may be modified as necessary to accommodate site constraints.
- The edges of the entrance shall be tapered out towards the road to prevent tracking at the edge of the entrance.
- Divert all surface runoff and drainage from the stone pad to a sediment trap or basin or other sediment trapping structure.
- Limestone may not be used for the stone pad.

### CONSTR. ENTRANCE - INSPECTION & MAINTENANCE

- The key to functional construction entrances is weekly inspections, routine maintenance, and regular sediment removal.
- Regular inspections of construction entrances shall be conducted once every calendar week and, as recommended, within 24-hours after each rainfall even that produces 1/2-inch or more of precipitation.
- During regular inspections, check for mud and sediment buildup and pad integrity. Inspection frequencies may need to be more frequent during long periods of wet weather.
- Reshape the stone pad as necessary for drainage and runoff control.
- Wash or replace stones as needed and as directed by site inspector. The stone in the entrance should be washed or replaced whenever the entrance fails to reduce the amount of mud being carried off-site by vehicles. Frequent washing will extend the useful life of stone pad.
- Immediately remove mud and sediment tracked or washed onto adjacent impervious surfaces by brushing or sweeping. Flushing should only be used when the water can be discharged to a sediment trap or basin.
- During maintenance activities, any broken pavement should be repaired immediately.
- Construction entrances should be removed after the site has reached final stabilization. Permanent vegetation should replace areas from which construction entrances have been removed, unless area will be converted to an impervious surface to serve post-construction.

**CONSTRUCTION ENTRANCE**  
STANDARD DRAWING NO. SC-06 PAGE 2 of 2  
GENERAL NOTES  
FEBRUARY 2014 DATE

### SILT FENCE ROCK OUTLET

**SILT FENCE ROCK OUTLET**  
STANDARD DRAWING NO. SC-14 PAGE 1 of 1  
NOT TO SCALE  
FEBRUARY 2014 DATE

### RO

**SILT FENCE ROCK OUTLET**  
STANDARD DRAWING NO. SC-14 PAGE 1 of 1  
NOT TO SCALE  
FEBRUARY 2014 DATE



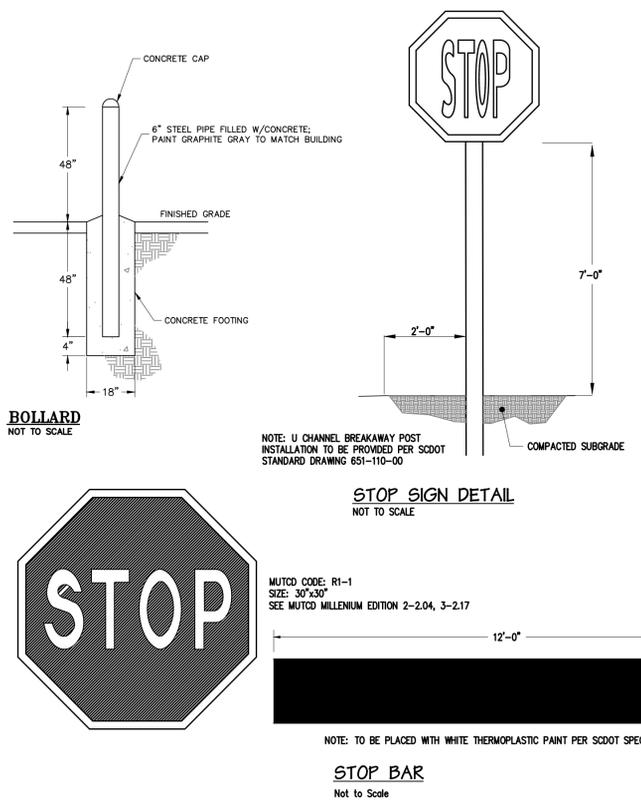
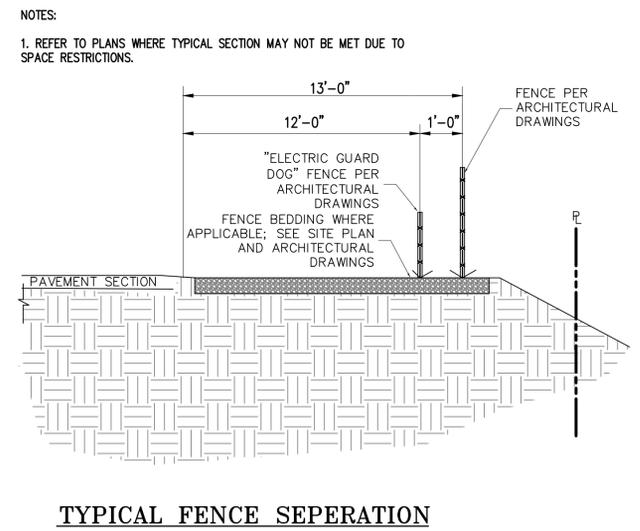
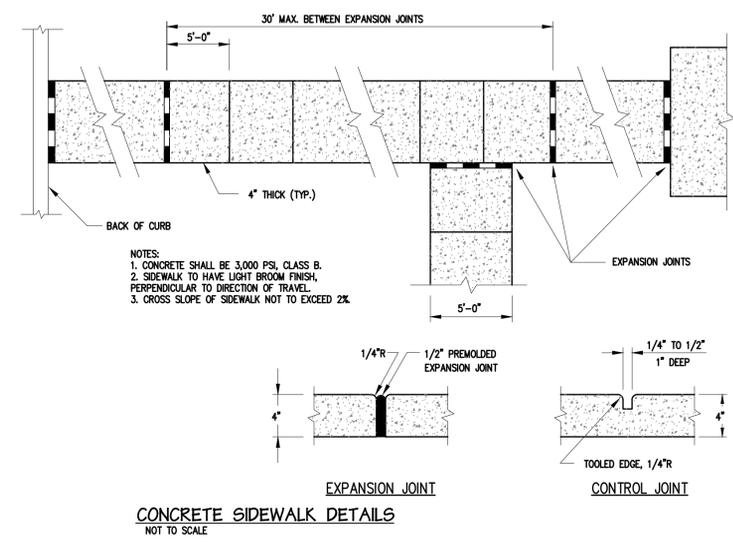
Old Dominion Freight Line  
Muskogee, OK

DRAWINGS FOR

REV	DATE	DESCRIPTION	BY

DRAWN BY: Matt T. Prosser, P.E.  
CHECKED BY: Kyle M. Hoyt, P.E.  
DATE: April 05, 2024  
PROJECT #: 23-099  
SCALE: AS NOTED  
SHEET TITLE:  
**Site Details**

SHEET NUMBER:  
**C4.2**

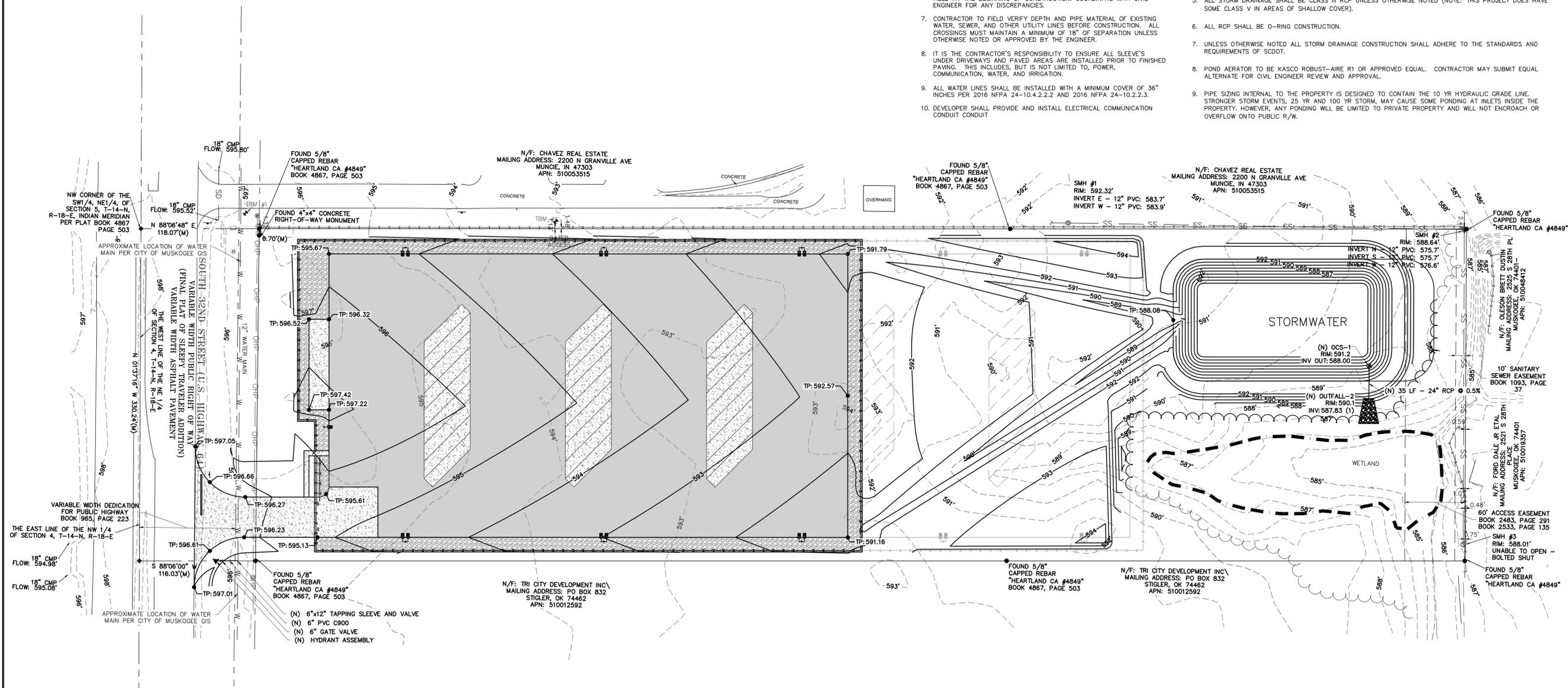


**WATER AND UTILITY GENERAL NOTES:**

1. ALL NEW WATER LINES SHALL CONFORM TO CITY OF MUSKOGEE STANDARD SPECIFICATIONS.
2. POWER, GAS, AND COMMUNICATION ARE SHOWN FOR REFERENCE PURPOSES ONLY. ALL UTILITY REQUIREMENTS AND ROUTING SHALL BE CONFIRMED WITH MP&E AND THE UTILITY PROVIDER.
3. 18" MIN. VERTICAL SEPARATION SHALL BE PROVIDED AT ALL UTILITY CROSSINGS UNLESS OTHERWISE NOTED.
4. NOT ALL FITTINGS (I.E. BENDS, RESTRAINTS, ETC.) ARE SHOWN. IT IS THE CONTRACTOR'S RESPONSIBILITY TO IDENTIFY FITTINGS REQUIRED BASED ON THE ALIGNMENT SHOWN.
5. RESTRAINED JOINTS ARE NOT GRAPHICALLY REFLECTED IN THE DRAWING. IT IS THE CONTRACTOR'S RESPONSIBILITY TO IMPLEMENT RESTRAINED JOINTS AS REQUIRED UNDER THE CITY OF MUSKOGEE SPECIFICATIONS.
6. ALL EXISTING UTILITIES SHOWN ARE BASED ON PUPS UTILITY LOCATE AND ABOVE GROUND OBSERVATIONS. ALL UTILITIES SHALL BE VERIFIED IN THE FIELD AT THE BEGINNING OF CONSTRUCTION. COORDINATE WITH CIVIL ENGINEER FOR ANY DISCREPANCIES.
7. CONTRACTOR TO FIELD VERIFY DEPTH AND PIPE MATERIAL OF EXISTING WATER, SEWER, AND OTHER UTILITY LINES BEFORE CONSTRUCTION. ALL CROSSINGS MUST MAINTAIN A MINIMUM OF 18" OF SEPARATION UNLESS OTHERWISE NOTED OR APPROVED BY THE ENGINEER.
8. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE ALL SLEEVE'S UNDER DRIVEWAYS AND PAVED AREAS ARE INSTALLED PRIOR TO FINISHED PAVING. THIS INCLUDES, BUT IS NOT LIMITED TO, POWER, COMMUNICATION, WATER, AND IRRIGATION.
9. ALL WATER LINES SHALL BE INSTALLED WITH A MINIMUM COVER OF 36" INCHES PER 2016 NFPA 24-10.4.2.2.2 AND 2016 NFPA 24-10.2.2.3.
10. DEVELOPER SHALL PROVIDE AND INSTALL ELECTRICAL COMMUNICATION CONDUIT CONDUIT

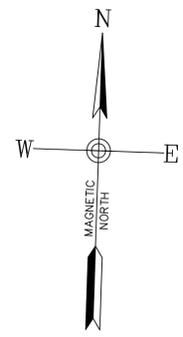
**PAVING GRADING AND DRAINAGE NOTES:**

1. GRADING IN THIS PLAN CAN BE LIMITED TO 0.1'. WHERE REQUIRED, CONTRACTOR SHALL ENSURE FINER IN-FIELD GRADE ADJUSTMENTS ARE IMPLEMENTED TO ENSURE POSITIVE DRAINAGE IS MAINTAINED. FLAT SLOPES SHALL NOT BE PERMITTED. COORDINATE WITH ENGINEER IF ANY AREAS IN THE PLAN REQUIRE FURTHER DETAIL FOR INSTALLATION.
2. PRIOR TO GRADING ACTIVITIES IT IS THE CONTRACTOR'S RESPONSIBILITY TO CHECK INTO SURVEY CONTROL AND VERIFY TOPOGRAPHIC INFORMATION. COORDINATE WITH ENGINEER IF DISCREPANCIES ARE ENCOUNTERED WHICH MAY AFFECT ANTICIPATED EARTHWORK QUANTITIES.
3. CONTRACTOR SHALL PROVIDE ADD ALTERNATE PRICING FOR CONCRETE PAVEMENT WITHIN YARD IN LIEU OF HEAVY-DUTY ASPHALT. COORDINATE WITH CIVIL ENGINEER IF NEEDED.
4. THIS PROJECT WILL HAVE A GEOTECHNICAL REPORT. THE REPORT MAY NOT HAVE BEEN AVAILABLE DURING ORIGINAL DESIGN DRAWING CREATION. CONTRACTOR SHALL OBTAIN A COPY OF THIS REPORT ADHERE TO THE REQUIREMENTS OF THE REPORT. COORDINATE WITH CIVIL ENGINEER IF DISCREPANCIES BETWEEN THE REPORT AND DRAWINGS EXIST.
5. ALL STORM DRAINAGE SHALL BE CLASS III RCP UNLESS OTHERWISE NOTED (NOTE: THIS PROJECT DOES HAVE SOME CLASS V IN AREAS OF SHALLOW COVER).
6. ALL RCP SHALL BE O-RING CONSTRUCTION.
7. UNLESS OTHERWISE NOTED ALL STORM DRAINAGE CONSTRUCTION SHALL ADHERE TO THE STANDARDS AND REQUIREMENTS OF SCDOT.
8. POND AERATOR TO BE KASCO ROBUST-AIRE R1 OR APPROVED EQUAL. CONTRACTOR MAY SUBMIT EQUAL ALTERNATE FOR CIVIL ENGINEER REVIEW AND APPROVAL.
9. PIPE SIZING INTERNAL TO THE PROPERTY IS DESIGNED TO CONTAIN THE 10 YR HYDRAULIC GRADE LINE. STRONGER STORM EVENTS, 25 YR AND 100 YR STORM, MAY CAUSE SOME PONDING AT INLETS INSIDE THE PROPERTY. HOWEVER, ANY PONDING WILL BE LIMITED TO PRIVATE PROPERTY AND WILL NOT ENCROUGH OR OVERFLOW ONTO PUBLIC R/W.



**PAVING LEGEND**

- CONCRETE
- HEAVY DUTY ASPHALT



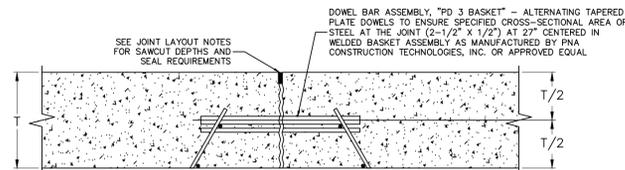
Old Dominion Freight Line  
Muskogee, OK

REV	DATE	DESCRIPTION

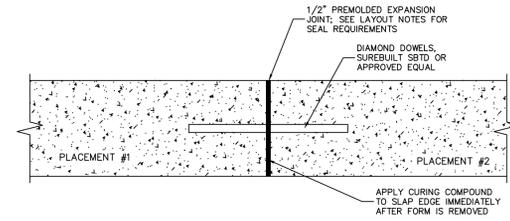
DRAWN BY: Matt T. Prosser, P.E.  
 CHECKED BY: Kyle M. Hoyt, P.E.  
 DATE: April 05, 2024  
 PROJECT #: 23-099  
 SCALE: 1"=50'  
 SHEET TITLE:  
**Paving, Grading,  
 Drainage, and  
 Utilities**

SHEET NUMBER:  
**C5.1**

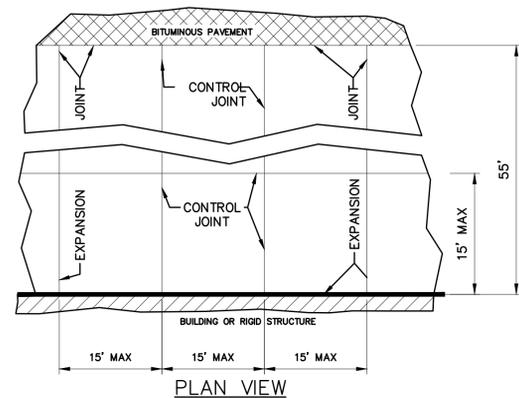




**TYPICAL CONTROL JOINT**  
NOT TO SCALE

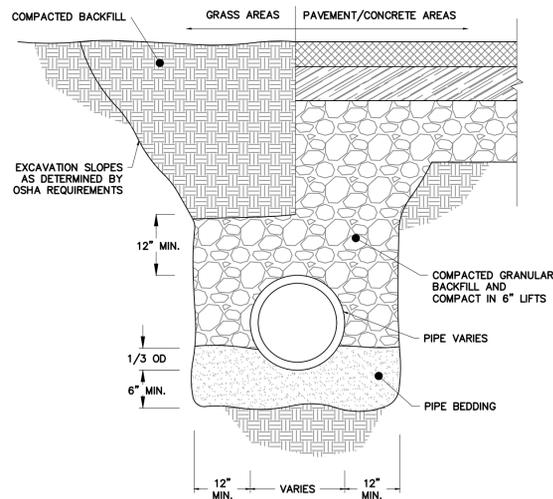


**TYPICAL EXPANSION/CONSTRUCTION JOINT**  
NOT TO SCALE

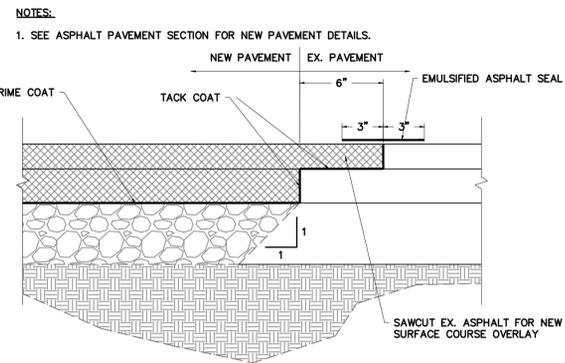


- NOTES:**
- CONTROL JOINTS TO BE 1/4" TO 3/8" SAW CUT. DEPTH TO BE 2" AND JOINT TO BE SEALED WITH SELF-LEVELING, UV RESISTANT, EXTERIOR GRADE, NON-PRIMING POLYURETHANE SEALANT. SEALANT TO BE FLUSH WITH CONCRETE SURFACE.
  - WIRE SUPPORTS SHALL BE SPACED AT 4'-0" (MAX.) IN BOTH DIRECTIONS.
  - IN GENERAL PROVIDE EXPANSION JOINTS AT MAXIMUM 60' SPACING PERPENDICULAR TO THE BUILDING AND AGAINST BUILDINGS, SIDEWALKS, DRIVEWAY APRONS, BUILDING PADS AND OTHER STRUCTURES. EXPANSION JOINTS MAY BE ELIMINATED DURING LARGER CONTINUOUS POURS IF COORDINATED WITH ENGINEER PRIOR TO INSTALLATION. EXPANSION JOINTS SHALL BE REQUIRED BETWEEN POURS IN ANY CASE.
  - DIAMOND DOWELS, SUREBUILT SBTD OR APPROVED EQUAL TO BE PROVIDED AT PAD EXPANSION JOINTS BETWEEN POURS.
  - SEAL CONCRETE/ASPHALT PAVING JOINT WITH PG 64-22 ASPHALT.
  - REFER TO PLAN VIEW FOR LANDING PAD DIMENSIONS.

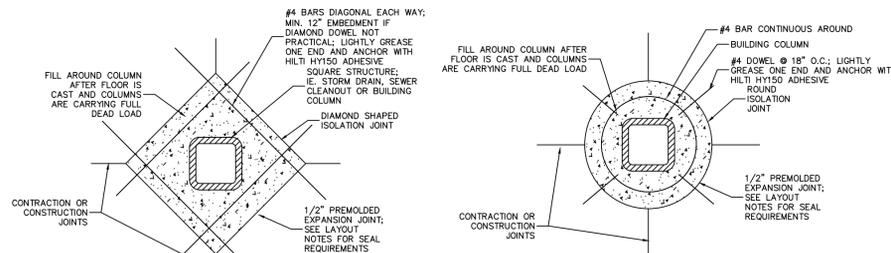
**CONCRETE LOADING DOCK & LANDING PAD JOINT DETAILS**  
NOT TO SCALE



**RCP TRENCH DETAIL**  
NOT TO SCALE

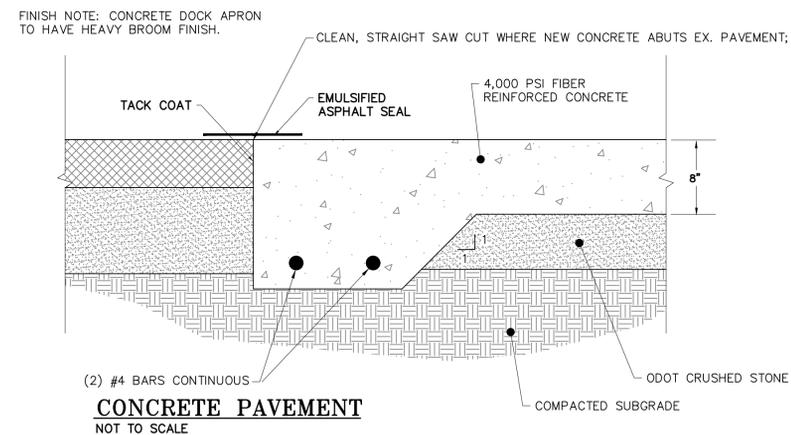


**NEW PAVEMENT TO EX PAVEMENT JOINT DETAIL**  
NOT TO SCALE

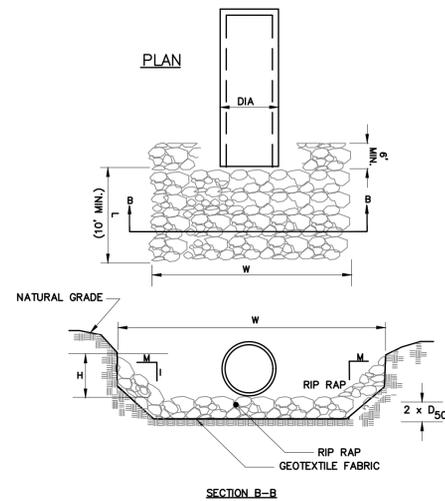


**RECTANGULAR EXPANSION JOINT**  
NOT TO SCALE

**ROUND EXPANSION JOINT**  
NOT TO SCALE

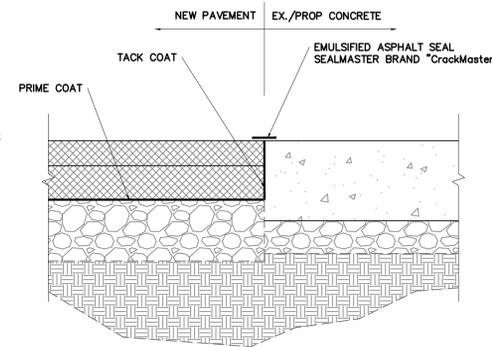


**CONCRETE PAVEMENT**  
NOT TO SCALE



**RIPRAP APRON AT PIPE OUTLETS**  
NOT TO SCALE

- NOTES:**
- SEE ASPHALT PAVING SECTION FOR NEW PAVEMENT DETAILS.
  - SEE CONCRETE APRON DETAILS FOR CONCRETE SECTION REQUIREMENTS.



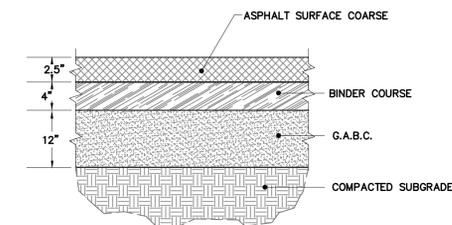
**NEW PAVEMENT TO CONCRETE JOINT DETAIL**  
NOT TO SCALE

- NOTES:**
- GRADED AGGREGATE BASE COURSE (G.A.B.C.) SHALL MEET OKLAHOMA
  - RIPRAP SHOULD EXTEND UP BOTH SIDES OF THE APRON AND AROUND THE END OF THE PIPE OR CULVERT AT THE DISCHARGE OUTLET AT A MAXIMUM SLOPE OF 3:1 (H:1) AND A HEIGHT (H) NOT LESS THAN TWO THIRDS THE PIPE DIAMETER OR CULVERT HEIGHT.
  - THERE SHALL BE NO OVERFLOW FROM THE END OF THE APRON TO THE SURFACE OF THE RECEIVING CHANNEL. THE AREA TO BE PAVED OR RIPRAPPED SHALL BE UNDERCUT SO THAT THE INVERT OF THE APRON SHALL BE AT THE SAME GRADE (FLUSH) WITH THE SURFACE OF THE RECEIVING CHANNEL. THE APRON SHALL HAVE A CUTOFF OR TOE WALL AT THE DOWNSTREAM END.
  - THE WIDTH OF THE END OF THE APRON SHALL BE EQUAL TO THE BOTTOM WIDTH OF THE RECEIVING CHANNEL. MAXIMUM TAPER TO RECEIVING CHANNEL 5:1
  - ALL SUBGRADE FOR STRUCTURE TO BE COMPACTED TO 95% OR GREATER.
  - THE PLACING OF FILL, EITHER LOOSE OR COMPACTED IN THE RECEIVING CHANNEL SHALL NOT BE ALLOWED.
  - NO BENDS OR CURVES IN THE HORIZONTAL ALIGNMENT OF THE APRON WILL BE PERMITTED.
  - GEOTEXTILE FILTER FABRIC IS REQUIRED UNDER RIP RAP.
  - ANY DISTURBED AREA FROM END OF APRON TO RECEIVING CHANNEL MUST BE STABILIZED.
  - WIDTH (W) = DIAMETER OF PIPE + LENGTH OF APRON

Pipe Diameter (DIA)	Rip-rap Size (D50)	Width (W)	Length (L)
24"	6"	15'	25'

**PAVEMENT SECTION**

- DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS.
- THE SURFACE COURSE SHALL BE APPLIED NO LESS THAN 4 DAYS AND NO MORE THAN 7 DAYS AFTER THE APPLICATION OF PRIME COAT EXCEPT AS APPROVED BY THE ENGINEER.
- THE SURFACE COURSE SHALL MEET THE REQUIREMENTS OF ODOT.
- THE SUBGRADE SHALL BE PREPARED IN ACCORDANCE WITH ODOT STANDARDS.
- REFER TO GEOTECHNICAL REPORT FOR ADDITIONAL ASPHALT PAVING REQUIREMENTS.



**HEAVY DUTY ASPHALT**  
NOT TO SCALE



Old Dominion Freight Line  
Muskegee, OK

REV	DATE	DESCRIPTION	BY

DRAWN BY: Matt T. Prosser, P.E.  
 CHECKED BY: Kyle M. Hoyt, P.E.  
 DATE: April 05, 2024  
 PROJECT #: 23-099  
 SCALE: AS NOTED  
 SHEET TITLE: Paving, Grading, and Drainage Details  
 SHEET NUMBER:

**C5.2**

RESOLUTION NO. 2955

A RESOLUTION APPROVING AN AMENDMENT TO THE FUTURE LAND USE MAP FOR THE CITY OF MUSKOGEE FROM A SINGLE FAMILY RESIDENTIAL DISTRICT TO AN INDUSTRIAL DISTRICT.

WHEREAS, the City Planning Commission and the Muskogee City Council have adopted the Future Land Use Map; and

WHEREAS, the Future Land Use Map functions as the comprehensive plan in consideration of matters affecting the orderly urbanization of the community; and

WHEREAS, Title 11, Section 43-103, Oklahoma State Statutes, requires zoning districts to be in accordance with the comprehensive plan (Future Land Use Map); and

WHEREAS, the Future Land Use Map recognizes that changes may occur in the community which may cause the necessity of amending said plan; and, WHEREAS, a public hearing has been held on MAY 6, 2024, before the City Planning Commission on the property described in Section 1 hereof; and

WHEREAS, in accordance with Title 11 Oklahoma Statutes, Section 43-105, the Muskogee City Council shall approve any amendment to the Land Use Plan. NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Muskogee, Oklahoma, that:

SECTION 1. An amendment to the Future Land Use Map from A SINGLE FAMILY RESIDENTIAL DISTRICT TO AN INDUSTRIAL DISTRICT located on the tract of land described as:

**A TRACT OF LAND BEING ALL OF LOT 1, BLOCK 1, OF THE SLEEPY TRAVELER ADDITION, FILED IN THE MUSKOGEE COUNTY CLERK'S OFFICE IN PLAT BOOK 4867, PAGE 503, AND A PORTION OF THE SOUTHWEST QUARTER (SW/4) OF THE NORTHEAST QUARTER (NE/4) OF SECTION FOUR (4), TOWNSHIP FOURTEEN NORTH (T14N), RANGE EIGHTEEN EAST (R18E) OF THE INDIAN MERIDIAN, MUSKOGEE COUNTY, OKLAHOMA, TOGETHER BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 1, MARKED BY A 5/8" REBAR WITH CAP STAMPED "CA 4849" FOUND IN PLACE; THENCE N88°06'48"E, PASSING THROUGH A POINT MARKED BY A 5/8" REBAR WITH CAP STAMPED "CA 4849" FOUND IN PLACE FOR THE NORTHEAST CORNER OF SAID LOT 1, BLOCK 1 AT A DISTANCE OF 749.94 FEET, AND CONTINUING FOR A TOTAL DISTANCE OF 1205.56 FEET TO A POINT MARKED BY A 5/8" REBAR WITH CAP STAMPED "CA 4849" FOUND IN PLACE; THENCE S01°36'13"E A DISTANCE OF 329.93 FEET TO A POINT MARKED BY A 5/8" REBAR WITH CAP STAMPED "CA 4849" FOUND IN PLACE; THENCE S88°06'00"W, PASSING THROUGH A POINT MARKED BY A 5/8" REBAR WITH CAP STAMPED "CA 4849" FOUND IN PLACE FOR THE SOUTHEAST CORNER OF SAID LOT 1, BLOCK 1 AT A DISTANCE OF 457.58 FEET, AND CONTINUING FOR A TOTAL DISTANCE OF 1207.50 FEET TO A POINT MARKED BY A 5/8" REBAR WITH CAP STAMPED "CA 4849" FOUND IN PLACE, SAID POINT BEING ON THE PLATTED RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 64; THENCE ALONG SAID LINE N01°16'02"W A DISTANCE OF 330.22 FEET TO THE**

**POINT OF BEGINNING SAID TRACT HAVING AN AREA OF 398,231.9 SQUARE FEET  
OR 9.142 ACRES, MORE OR LESS.**

PASSED and APPROVED by the Mayor and Council of the City of Muskogee this \_\_\_\_\_ day  
of JUNE, 2024.

\_\_\_\_\_  
W. PATRICK CALE, MAYOR

ATTEST:

\_\_\_\_\_  
TAMMY L. TRACY, CITY CLERK

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

\_\_\_\_\_  
KATRINA BODENHAMER, CITY ATTORNEY

DRAFT

**Meeting Date:** 06/10/2024

**Initiator:** Jody King, Planning Director

---

**Information**

**AGENDA ITEM TITLE:**

Hold a Public Hearing and consider approval of a Specific Use Permit for the property located at 1617 B North York Street, or take other necessary action. (Jody King)

**LEGAL DESCRIPTION:**

Tract 1 and 2 in Bailey's Acreage Addition to the City of Muskogee, according to the official plat thereof, Muskogee County, State of Oklahoma, Less street thereof.

**BACKGROUND:**

Mr. Jason Bushlow has applied for a specific use permit for the location at 1617 B North York Street. His proposed (existing) use is a medical marijuana grow. This location is not properly zoned for the use. Being currently zoned I-1 Light Industrial does not allow for medical marijuana grows as a permitted or even a special use. However, this existing business was operating under different ownership prior to Ordinance No. 4179-A, § 1, 2-27-2023, that permitted medical marijuana grows to only be located in agricultural zoning districts. Since the use has continued on under new ownership, the use of the land as a medical marijuana grow is considered a legally nonconforming use (grandfathered) under the City of Muskogee Code of Ordinances. Even though the land use has remained the same, the new owner is required to obtain a specific use permit before a certificate of compliance can be issued (90-23-01(D)).

- Current Zoning & Use: I-1 Light Industrial, Medical Marijuana Grow, a legally conforming use.
- Proposed Zoning & Use: I-1 Light Industrial, Medical Marijuana Grow, a legally conforming use.
- NW quarter of the SE quarter of Section 24, Township 15 North, Range 18 West of the Indian Meridian.
- Street Address: 1617 B North York Street

The Planning Commission recommended approval at the June 3, 2024, Planning and Zoning Commission meeting.

**RECOMMENDED STAFF ACTION:**

Recommend Approval

---

**Fiscal Impact**

**Attachments**

Staff Report

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## Planning & Community Development Staff Report

- City of Muskogee Planning & Zoning Commission, Monday, June 3, 2024 at 9:00 A.M.
- City of Muskogee Public Works Committee, Monday, June 3, 2024 at 5:30 P.M.
- City of Muskogee City Council Meeting, Monday, June 3, 2024 at 5:30 P.M.

**Location: City of Muskogee City Hall, 229 W Okmulgee Ave., 3<sup>rd</sup> Floor Council Chambers**

Consider approval of the specific use permit for the property located at 1617 B North York Street.

### **Planning Department Analysis**

- Current Zoning & Use: I-1 Light Industrial, Medical Marijuana Grow, a legally nonconforming use.
- Proposed Zoning & Use: I-1 Light Industrial, Medical Marijuana Grow, a legally nonconforming use.
- NW quarter of the SE quarter of Section 24, Township 15 North, Range 18 West of the Indian Meridian.
- Street Address: 1617 B North York Street

### Legal Description:

Tract 1 and 2 in Bailey's Acreage Addition to the City of Muskogee, according to the official plat thereof, Muskogee County, State of Oklahoma, Less street thereof.

### Discussion:

Mr. Jason Bushlow has applied for a specific use permit for the location at 1617 B North York Street. His proposed (existing) use is a medical marijuana grow. This location is not properly zone for the use. Being currently zoned I-1 Light Industrial does not allow for medical marijuana grows as a permitted or even a special use. However, this existing business was operating under different ownership prior to Ordinance No. 4179-A, § 1, 2-27-2023, that permitted medical marijuana grows to only be located in agriculture zoning districts. Since the use has continued on under new ownership, the use of the land as a medical marijuana grow is considered a legally nonconforming use (grandfathered) in under the City of Muskogee Code of Ordinances. Even though the land use has remained the same, the new owner is required to obtain a specific use permit before a certificate of compliance can be issued (90-23-01(D)).

**RECOMMENDATION:     Approve the Specific Use Permit**

# Specific Use Permit-Bushlow-1617 B N York Street

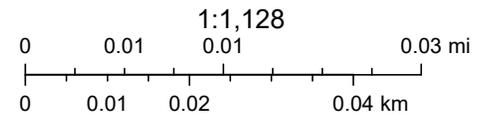


5/28/2024

- Zoning Districts
- PP
  - C-1
  - C-2
  - I-1
  - Muskogee County Parcels
  - World Imagery

- Low Resolution 15m Imagery
- High Resolution 60cm Imagery
- High Resolution 30cm Imagery

- Citations
- 30cm Resolution Metadata



Maxar, Microsoft, Esri Community Maps Contributors, Texas Parks & Wildlife,  
 © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph,

Jody King, MPA  
 City of Muskogee Planning & Community Development Department

**Public Works Committee**

**6.**

**Meeting Date:** 06/10/2024

**Initiator:** Jody King, Planning Director

---

**Information**

**AGENDA ITEM TITLE:**

Hold a Public Hearing and consider approval of a Specific Use Permit for the property located at 117 North Junction Street, or take other necessary action. (Jody King)

**LEGAL DESCRIPTION:**

Lot 16, Block 1, Alta Vista Addition, City of Muskogee, Muskogee County, State of Oklahoma, containing 7005.5 square feet or 0.16 acres, more or less.

**BACKGROUND:**

Mr. Shawn Gandy has applied for a specific use permit for the location at 117 N Junction Street. His proposed use is a medical marijuana dispensary. Being in a properly zoned location, the use is allowed by the City of Muskogee City Code.

Current Zoning & Use: C-1 Local Commercial, Vacant (Old Barber Shop)

Proposed Zoning & Use: C-1 Local Commercial, Medical Marijuana Dispensary

SW quarter of the SW quarter of Section 22, Township 15 North, Range 18 West of the Indian Meridian.

The Planning Commission recommended approval at the June 3, 2024, Planning and Zoning Commission meeting.

**RECOMMENDED STAFF ACTION:**

Recommend Approval

---

**Fiscal Impact**

**Attachments**

Staff Report

---

## Planning & Community Development Staff Report

- City of Muskogee Planning & Zoning Commission, Monday, June 3, 2024 at 9:00 A.M.
- City of Muskogee Public Works Committee, Monday, June 3, 2024 at 5:30 P.M.
- City of Muskogee City Council Meeting, Monday, June 3, 2024 at 5:30 P.M.

**Location: City of Muskogee City Hall, 229 W Okmulgee Ave., 3<sup>rd</sup> Floor Council Chambers**

Consider approval of the specific use permit for the property located at 117 N Junction.

### **Planning Department Analysis**

- Current Zoning & Use: C-1 Local Commercial, Vacant (Old Barber Shop)
- Proposed Zoning & Use: C-1 Local Commercial, Medical Marijuana Dispensary
- SW quarter of the SW quarter of Section 22, Township 15 North, Range 18 West of the Indian Meridian.
- Street Address: 117 North Junction Street

Legal Description:

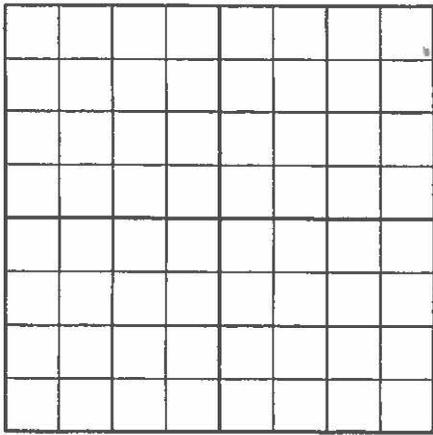
Lot 16, Block 1, Alta Vista Addition, City of Muskogee, Muskogee County, State of Oklahoma, containing 7005.5 square feet or 0.16 acres, more or less.

Discussion:

Mr. Shawn Gandy has applied for a specific use permit for the location at 117 N Junction Street. His proposed use is a medical marijuana dispensary. Being in a properly zoned locations, the use is allowed by the City of Muskogee City Code.

**RECOMMENDATION:            Approve the Specific Use Permit**

# SITE PLAN



## LOCATION MAP

### LEGAL DESCRIPTION

Lot 16, Block 1, Alta Vista Addition, City of Muskogee, Muskogee County, State of Oklahoma, containing 7005.5 square feet or 0.16 acres, more or less.

SEC. \_\_\_\_\_ T \_\_\_\_\_ N, R \_\_\_\_\_ E

SCALE: 1" = 30'

● = IRON PIN

—x— = FENCE

BROADWAY AVENUE

SET MAG NAIL WITH FLASHER

SET 5/8" IRON PIN

S88°33'12"W

50.00'

CONCRETE PARKING LOT

140.00'

S1°25'06"E

7005.5 SQ FT ±  
0.16 ACRES ±

140.00'

SIDEWALK

N1°25'06"W

JUNCTION STREET

1.0'

1-STORY BRICK BLDG

12.6'

SIDEWALK

1.0'

12.5'

6.2'

FOUND 3/8" IRON PIN

ASPHALT ALLEYWAY

SET 5/8" IRON PIN

N88°33'12"E

50.00'

In compliance with state code, title 245-15-13-2-C-11 only easements and rights-of-way's provided to the surveyor are shown.

Bearings are based on NAD83 Oklahoma State Plane Coordinate System.

3/5/2024

*Tony Robison*

TONY ROBISON, LAND SURVEYOR NO. 1686

**Heartland Surveying & Mapping, PLLC**

CA #4849

600 Emporia St., Ste. "C"  
Muskogee, Oklahoma 74401

(918) 682-7796

115 N JUNCTION ST, MUSKOGEE OK

DATE: 2/27/24

THIS SURVEY MEETS OKLAHOMA MINIMUM SURVEY STANDARDS.



This survey was performed without the benefit of a title commitment being furnished and may contain easements or rights of ways not shown.

W.O.# 11926

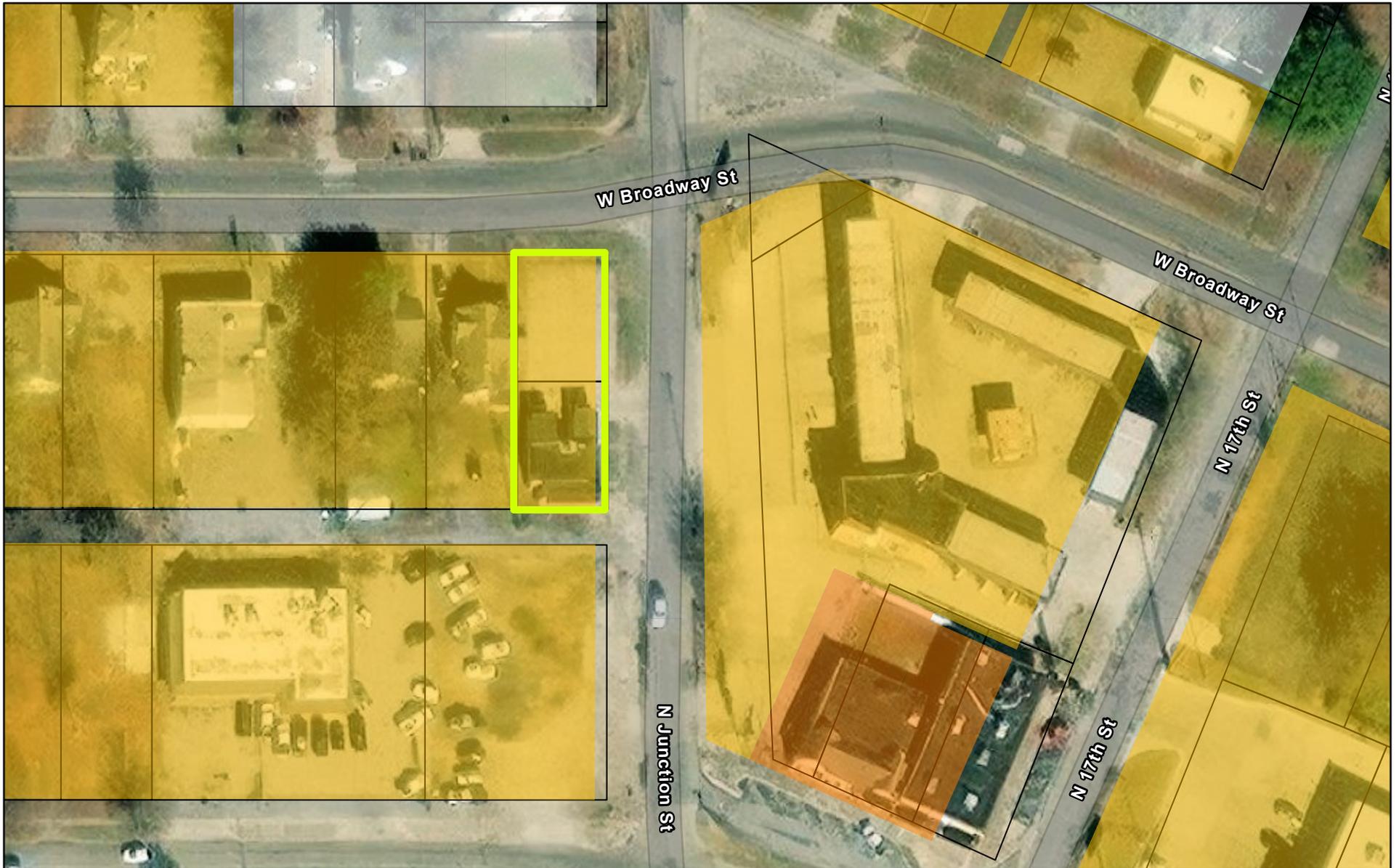
SURVEYED BY: JT/AC

DRAWN BY: JB

Last Site Visit: 2/16/24

FILE NAME  
Mar 05, 2024 - 1:19pm  
S:\CAD - HEARTLAND-FILES\W011926.dwg

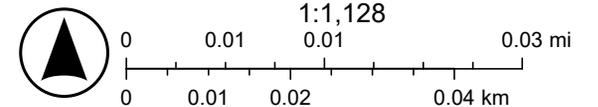
# Specific Use Permit Site & Zoning Map-117 N Junction St.



5/28/2024

- Zoning Districts
- Muskogee County Parcels
  - R-1
  - C-1
  - C-2
  - World Imagery
  - Low Resolution 15m Imagery
  - High Resolution 60cm Imagery

- High Resolution 30cm Imagery
- Citations
- 30cm Resolution Metadata



Maxar, Microsoft, Esri Community Maps Contributors, Texas Parks & Wildlife,  
 © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph,

Jody King, MPA  
 City of Muskogee Planning & Community Development Department

**Public Works Committee**

7.

**Meeting Date:** 06/10/2024  
**Initiator:** Maggie Eaton, Human Resources Director  
**Department:** Personnel  
**Staff Information Source:**

---

**Information**

**AGENDA ITEM TITLE:**

Consider approval to renumber the following resolution: "A Resolution approving and authorizing execution of the Blue Cross Blue Shield Benefit Program Application and required addendums, Blue Cross Blue Shield Exhibit to the Stop Loss Coverage Policy, Prime Therapeutics Required Documents, and all other required documents, all to become effective on May 1, 2024, and authorizing the City Manager, or designee, to execute all necessary documents for renewal and implementation purposes," from Resolution No. 2932 to Resolution No. 2979, passed by City Council on February 26, 2024, or take other necessary action. (Maggie Eaton)

**BACKGROUND:**

Resolution No. 2932 was previously passed by City Council on February 26, 2024. At the time of passing, the Resolution No. should have been updated to No. 2979. However, it was inadvertently overlooked.

The approval of changing the resolution number from 2932 to 2979 is strictly for housekeeping purposes and will correct the error moving forward.

**RECOMMENDED ACTION:**

Approve renumbering of Resolution No. 2932 to No. 2979.

---

**Fiscal Impact**

**Attachments**

*No file(s) attached.*

---

**Public Works Committee**

**8.**

**Meeting Date:** 06/10/2024  
**Submitted For:** Tyler Evans, Emergency Management  
**Initiator:** Tyler Evans, Emergency Management Director  
**Department:** Emergency Management  
**Staff Information Source:**

---

**Information**

**AGENDA ITEM TITLE:**

Consider approval of Resolution No. 2993 adopting a county-wide Multi-Jurisdiction Hazard Mitigation Plan, or take other necessary action. (Tyler Evans)

**BACKGROUND:**

The 2024 Muskogee County Multi-Hazard Mitigation Plan Update has been prepared in accordance with the Disaster Mitigation Act of 2000 and has been reviewed and approved by FEMA. By receiving this approval, eligibility for the Hazard Mitigation Assistance Grants will be ensured for five years, expiring on April 16, 2029.

**RECOMMENDED ACTION:**

Approval of Resolution No. 2993

---

**Fiscal Impact**

**Attachments**

HMGP Resolution Adoption  
FEMA Approval

---

**RESOLUTION NO. 2993**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MUSKOGEE ADOPTING THE MUSKOGEE COUNTY MULTI-HAZARD MITIGATION PLAN UPDATE IN ACCORDANCE WITH THE DISASTER MITIGATION ACT OF 2000.**

**WHEREAS**, the 2024 Muskogee County Multi-Hazard Mitigation Plan Update has been prepared in accordance with the Disaster Mitigation Act of 2000; and

**WHEREAS**, the City Council is a local unit of government that has afforded the citizens an opportunity to comment and provide input in the Plan and the actions in the Plan; and

**WHEREAS**, the City Council has reviewed the Plan and affirms that the Plan will be updated no less than every five years; and

**WHEREAS**, adoption of the Plan is necessary to ensure eligibility for future FEMA Hazard Mitigation Assistance Grants; and

**NOW, THEREFORE**, it was duly moved and seconded that the following resolution be adopted.

**THEREFORE, BE IT RESOLVED** that the City of Muskogee, Oklahoma, hereby adopts this Plan as the City of Muskogee’s FEMA Natural Hazard Mitigation Plan.

**ADOPTED, PASSED AND APPROVED** by the Council of the City of Muskogee this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
PATRICK W. CALE, MAYOR

ATTEST:

(SEAL)

\_\_\_\_\_  
TAMMY L. TRACY, City Clerk

APPROVED as to form and legality this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
KATRINA BODENHAMER, City Attorney

U.S. Department of Homeland Security  
FEMA Region 6  
800 N. Loop 288  
Denton, TX 76209



**FEMA**

April 17, 2024

Kim Jenson, Mitigation Planning Team Lead  
Oklahoma Department of Emergency Management and Homeland Security  
P.O. Box 53365  
Oklahoma City, OK 73152-3365

RE: Approval of the Muskogee County, Oklahoma Multi-Jurisdiction Hazard  
Mitigation Plan  
Funding Source: HMGP; FEMA-4530-DR-OK 12

Dear Mrs. Jenson:

This office has concluded its review of the referenced plan and we are pleased to provide our approval of this plan in meeting the criteria set forth by 44 CFR § 201.6. By receiving this approval, eligibility for the Hazard Mitigation Assistance Grants will be ensured for five years from the date of this letter, expiring on April 16, 2029.

This approval does not demonstrate approval of projects contained in the plan. This office has provided the enclosed Local Hazard Mitigation Planning Tool with reviewer's comments, to further assist the community in refining the plan going forward. Please advise the referenced community of this approval.

If you have any questions, please contact Shanene Thomas, HM Community Planner, at (940) 898-5492.

Sincerely,

A handwritten signature in black ink, appearing to read "Ronald C. Wanhanen".

Ronald C. Wanhanen  
Chief, Risk Analysis Branch

Enclosure: Approved Participants

cc: Shona Gibson, R6-MT-HM

## Approved Participants

Attached is the list of approved participating governments included in the April 17, 2024 review of the referenced Hazard Mitigation plan.

Community Name
1) Fort Gibson Public Schools
2) Hilldale Public Schools
3) Warner Public Schools

- 1) Fort Gibson Public Schools
- 2) Hilldale Public Schools
- 3) Warner Public Schools

**Public Works Committee**

**9.**

**Meeting Date:** 06/10/2024

**Submitted For:** Jody King, Planning Dept

**Initiator:** Jody King, Planning Director

**Department:** Planning Dept

**Staff Information Source:**

---

**Information**

**AGENDA ITEM TITLE:**

Consider the creation of a limited purpose subcommittee of the Public Works Committee to receive updates from Halff Associates regarding the 2024 Comprehensive Plan update, appointing a minimum of three (3), not to exceed four (4) members to that subcommittee, or take other necessary action. (Jody King)

**BACKGROUND:**

In an effort to inform City Council of the efforts of the comprehensive plan update, the Planning Department would like the Public Works Committee to consider appointing 3 to 4 committee members to a subcommittee to receive regular updates and briefings from Halff Associates for the comprehensive plan. Representatives of our Planning Commission are already receiving regular updates through their seat on the Comprehensive Plan Advisory Committee and we would like to do the same for the Public Works Committee/City Council. This would eliminate the need to convene Special Call meetings during working hours, in an effort to assemble the entire Committee/Council. At the end of the year, Halff and Associates will present the plan to City Council at a Council meeting prior to adoption.

**RECOMMENDED ACTION:**

Create and appoint members to the subcommittee.

---

**Fiscal Impact**

**Attachments**

*No file(s) attached.*

---

**Public Works Committee**

**10.**

**Meeting Date:** 06/10/2024

**Submitted For:** Jody King, Planning Dept

**Initiator:** Jody King, Planning Director

**Department:** Planning Dept

**Staff Information Source:**

**Information**

**AGENDA ITEM TITLE:**

Consider approval to apply for additional funding through the Certified Local Governments Subgrant from the Oklahoma State Historic Preservation Office for Historic Preservation in the City of Muskogee and set aside a city match in the amount of \$35,463, or take other necessary action. (Jody King)

**BACKGROUND:**

The Certified Local Governments program assists local governments that adopt and enforce historic preservation ordinances to strengthen their preservation programs. We were awarded \$17,500 in total funding for grant year 2024 (October 1, 2023–September 30, 2024). For grant year FY25, the focus of preservation was going to be on the downtown, specifically to designate the downtown as an historic and to list it on the National Register of Historic Places. In order to do this, the planning department was planning on using the next three years to conduct a survey of our historic resources and to complete and submit an application for status to the National Parks Service. \$53,195 has become available for this grant year. With the 60/40 cost match stipulated in the CLG Guidelines, we would have to match this funding with \$35,463 for a total funding amount of \$88,658. With this funding, we will be able to start our project in July and finish up with the nomination fully submitted in 12–18 months rather than up to 3 years or more. Getting this status has many perks. Not only does it act as a badge of honor, having a nationally registered historic downtown will help to promote tourism through redevelopment. Listing in the National Register is the first step towards eligibility for National Park Service-administered federal preservation tax credits that have leveraged more than \$45 billion in private investment and National Park Service grant programs like Save America's Treasures and Preserve America.

**RECOMMENDED ACTION:**

Approve request.

**Fiscal Impact**

**FUNDING SOURCE:**

General Fund - General Government - Grant Match 100-1010-411.35-70

**Attachments**

*No file(s) attached.*

**Public Works Committee**

**11.**

**Meeting Date:** 06/10/2024

**Submitted For:** Mark Wilkerson, Parks & Recreation

**Initiator:** Ashley Wallace

**Department:** Parks & Recreation

**Staff Information Source:**

**Information**

**AGENDA ITEM TITLE:**

Consider approval of the recommendation from Cowan Group Engineering to award the lowest and best bid for the Muskogee Swim and Fitness Center Roof Replacement, Project No. 2024002, to Heritage Hills Commercial Services, in the amount of \$298,500.00, or take other necessary action. (Mark Wilkerson)

**BACKGROUND:**

The Muskogee Swim and Fitness Center is undergoing interior renovations at this time and is in need of roof repairs or replacement. City Staff requested bids for repairs and replacement and believe it is in the best interest of the Swim and Fitness Center to receive new roof materials throughout the facility. The longevity of a new roof will provide a much better investment to the upgrades being provided inside and will come with much more guarantee and warranty than repairs to an aging roof. Many repairs have been attempted in the past and the current roof material has reached the end of its useful life. The project bid was provided in the newspaper and by online plan rooms. The City received two (2) competitive bids for the project and Staff is recommending an award to the low bidder Heritage Hills Commercial Services, for the full roof material replacement.

**RECOMMENDED ACTION:**

Approve awarding the Swim and Fitness Roof Replacement to Heritage Hills Commercial Services in the amount of \$298,500.00

**Fiscal Impact**

**FUNDING SOURCE:**

392-1520-413-69.50

**Attachments**

Engineer's Recommendation  
Bid Tab



May 24, 2024

Jeff Reeves, Project Manager  
City of Muskogee  
1401 S B Street  
Muskogee, OK 74403

Reference: Swim and Fitness Building Roof Repair  
Engineer's Recommendation for Award

Dear Mr. Reeves:

Pursuant to the bid opening held on May 9, 2024, attached please find the bid tabulation for the subject project. The bid consisted of two (2) responsive bidders. The bids were determined to be complete.

The project bid request included a base bid for repairs to the roof and an alternate bid for full roof material replacement with TPO covering. Pursuant to the review of the bid package, bonds, and bid tabulation, both bids are accurate and complete.

After careful review and consideration, Cowan Group Engineering recommends the City of Muskogee award the subject contract to Heritage Hills Commercial Services, LLC for the Alternate Bid amount of \$298,500.00.

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

Sincerely,

**COWAN GROUP ENGINEERING, LLC**

A handwritten signature in blue ink that reads "Michael Taylor". The signature is written in a cursive, flowing style.

Michael Taylor, P.E.  
Project Manager

# Swim & Fitness Building Roof Repair

OWNER: Muskogee Municipal Authority  
229 W Okmulgee Ave  
Muskogee, OK 74401



Cowan Group Engineering  
7100 N. Classen, Suite 500  
Oklahoma City, OK 73116

ENGINEER:

BID DATE: May 9, 2024 at 10:30 am  
Muskogee Municipal Authority

Contractor	Base Bid	Alternate Bid
Heritage Hills Commercial Services	90,100.00	298,500.00
Harness Roofing Inc.	435,898.00	508,223.00

**Public Works Committee**

**12.**

**Meeting Date:** 06/10/2024

**Submitted For:** Mike Stewart, Public Works

**Initiator:** Ashley Wallace

**Department:** Public Works

**Staff Information Source:**

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**Information**

**AGENDA ITEM TITLE:**

Consider approval of final payment to TLS Group, Inc., in the amount of \$42,902.99, for the US Highway 62 and Country Club Road Traffic Signal Improvements, Project No. 2023004, or take other necessary action. (Mike Stewart)

**BACKGROUND:**

Signal improvements were implemented at Hwy 62 and Country Club intersection to improve safety and traffic movement for north and south-bound traffic along Country Club Road. This included protected left turns along Country Club Road. The signalization system was modernized with new radar vehicle detection, smart sensors, and a remote monitoring system. The Oklahoma Department of Transportation (ODOT) participated financially in the amount \$250,000.00. These signalization improvements are part of future intersection improvements and were implemented prior to the street work scope due to ODOT funding support.

**RECOMMENDED ACTION:**

Approval of Final Payment in the amount of \$42,902.99 to TLS Group, Inc.

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**Fiscal Impact**

**Attachments**

Final Pay App

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**Application and Certificate For Payment**

To Owner: MUSKOGEE, CITY OF 229 W OKMULGEE AVE MUSKOGEE, OK 74401  From (Contractor): TLS Group, Inc. PO Box 14788 Oklahoma City, OK 73113  Phone: (405) 524-1341	Project No:  Project Location: Muskogee Hwy. 62 Sig. US-62 & County Club Rd Muskogee, OK  TLS Job Number: 223021  Contract For:	Application No: 6 FINAL Date: 04/30/2024 Period To: 04/30/24 Architect's Project No: Contract Date:
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**Contractor's Application For Payment**

Change Order Summary	Additions	Deductions
Change orders approved in previous months by owner		
Number	Date Approved	
Change orders approved this month	1 04/01/24	22,715.32
<b>Totals</b>		22,715.32
<b>Net change by change orders</b>		22,715.32

Original contract sum	407,739.50
Net change by change orders	22,715.32
Contract sum to date	430,454.82
Total completed and stored to date	426,468.62
Retainage	
0.0% of completed work	0.00
0.0% of stored material	0.00
Total retainage	0.00
Total earned less retainage	426,468.62
Less previous certificates of payment	383,565.63
Current sales tax	
0.000% of taxable amount	0.00
Current sales tax	0.00
Current payment due	<b>42,902.99</b>
Balance to finish, including retainage	0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Contractor: *[Signature]*  
 By: *[Signature]* Date: 5-10-23  
 State of: Oklahoma County of: Oklahoma  
 Subscribed and sworn to before me this 10th day of May  
2023 (year). Notary public: *[Signature]*  
 My commission expires 1-15-24



**Architect's Certificate for Payment**

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the Amount Certified.

Amount Certified: \$ 42,902.99

Architect: *[Signature]* Date: 5-13-2024

This Certification is not negotiable. The Amount Certified is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

**Application and Certificate For Payment -- page 2**

To Owner: MUSKOGEE, CITY OF  
 From (Contractor): TLS Group, Inc.  
 Project: Muskogee Hwy. 62 Sig.

Application No: 6 Date: 04/30/24 Period To: 04/30/24  
 Contractor's Job Number: 223021  
 Architect's Project No:

Item Number	Description	Unit Price	Contract Quantity	UM	Scheduled Value	Work Completed Previous Application		Work Completed This Period		Completed and Stored To Date			Retention	Memo
						Quantity	Amount	Quantity	Amount	Quantity	Amount	%		
<b>01</b>														
001	2" PVC SCH.40 PLASTIC CONDUIT C CONDUIT TRENCHED	30.0000	40.000	LF	1,200.00	30.000	900.00	.000	0.00	30.000	900.00	75.0	45.00	802(B)0324
002	3" PVC SCH.40 PLASTIC CONDUIT C CONDUIT TRENCHED	50.0000	130.000	LF	6,500.00	30.000	1,500.00	100.000	5,000.00	130.000	6,500.00	100.0	325.00	802(B)0332
003	3" HIGH DENSITY PE PIPE - BORE IPE - BORED	60.0000	320.000	LF	19,200.00	320.000	19,200.00	.000	0.00	320.000	19,200.00	100.0	960.00	802(C)0435
004	PULL BOX(SIZE I)	1,910.0000	3.000	EAC	5,730.00	3.000	5,730.00	.000	0.00	3.000	5,730.00	100.0	286.50	803(A)1210
005	PULL BOX(SIZE II)	2,000.0000	1.000	EAC	2,000.00	1.000	2,000.00	.000	0.00	1.000	2,000.00	100.0	100.00	803(A)1220
006	STRUCTURAL CONCRETE	1,590.0000	28.480	CY	45,283.20	20.500	32,595.00	7.980	12,688.20	28.480	45,283.20	100.0	2,264.16	804(A)2200
007	REINFORCING STEEL	2.4000	4,058.800	LB	9,741.12	3,035.000	7,284.00	1,023.800	2,457.12	4,058.800	9,741.12	100.0	487.06	804(B)2300
008	(PL)REMOVAL OF TRAFFIC SIGNAL IC SIGNAL EQUIPMENT	13,000.0000	1.000	LS	13,000.00	100.000 %	13,000.00	0.000 %	0.00	100.000 %	13,000.00	100.0	650.00	805(A)3256
009	32"MH POLE 40'TS & 10'LMA(G.ST 0'LMA(G.STL.)	30,000.0000	3.000	EAC	90,000.00	3.000	90,000.00	.000	0.00	3.000	90,000.00	100.0	4,500.00	806(A)4252
010	POLE & 50' TS MST.ARM(G.STL.) M(G.STL.)	38,000.0000	1.000	EAC	38,000.00	1.000	38,000.00	.000	0.00	1.000	38,000.00	100.0	1,900.00	806(A)4332
011	ROADWAY LUMINAIRE	998.0000	3.000	EAC	2,994.00	3.000	2,994.00	.000	0.00	3.000	2,994.00	100.0	149.70	809(A)7200
012	SERVICE POLE	2,500.0000	1.000	EAC	2,500.00	1.000	2,500.00	.000	0.00	1.000	2,500.00	100.0	125.00	810(A)8200
013	1/C NO.6 ELECT.COND.	2.7000	200.000	LF	540.00	123.000	332.10	.000	0.00	123.000	332.10	61.5	16.61	811 9120
014	1/C NO.10 ELECT.COND. .	1.6000	1,040.000	LF	1,664.00	950.000	1,520.00	90.000	144.00	1,040.000	1,664.00	100.0	83.20	811 9130
015	TRAFFIC SIGNAL CONTROLLER ASSEMBLY	45,560.0000	1.000	EAC	45,560.00	1.000	45,560.00	.000	0.00	1.000	45,560.00	100.0	2,278.00	825 8100
016	1WAY3SEC.ADJ.SIG.HD.S-6 S-6	922.0000	7.000	EAC	6,454.00	7.000	6,454.00	.000	0.00	7.000	6,454.00	100.0	322.70	831 3120
017	1WAY3SEC.ADJ.SIG.HD.S-9 S-9	922.0000	2.000	EAC	1,844.00	2.000	1,844.00	.000	0.00	2.000	1,844.00	100.0	92.20	831 3124
018	1WAY4SEC.ADJ.SIG.HD.S-13 S-13	1,130.0000	2.000	EAC	2,260.00	2.000	2,260.00	.000	0.00	2.000	2,260.00	100.0	113.00	831 3144
019	1WAY5SEC.ADJ.SIG.HD.S-19 S-19	1,590.0000	3.000	EAC	4,770.00	3.000	4,770.00	.000	0.00	3.000	4,770.00	100.0	238.50	831 3156
020	BACKPLATE	247.0000	14.000	EAC	3,458.00	14.000	3,458.00	.000	0.00	14.000	3,458.00	100.0	172.90	833 5100
021	5/C TRAFFIC SIGNAL ELECTRICAL CABLE	4.0000	512.000	LF	2,048.00	500.000	2,000.00	12.000	48.00	512.000	2,048.00	100.0	102.40	834(A)6205
022	7/C TRAFFIC SIGNAL ELECTRICAL CABLE	5.0000	270.000	LF	1,350.00	252.500	1,262.50	.000	0.00	252.500	1,262.50	93.5	63.13	834(A)6210
023	21/C TRAFFIC SIGNAL ELECTRICAL CABLE	12.0000	714.000	LF	8,568.00	600.000	7,200.00	114.000	1,368.00	714.000	8,568.00	100.0	428.40	834(A)6235
024	E.P.S. OPTICAL DETECTOR TOR	1,030.0000	4.000	EAC	4,120.00	4.000	4,120.00	.000	0.00	4.000	4,120.00	100.0	206.00	840(B)0300
025	E.P.S. OPTICAL DETECTOR CABLE TOR CABLE	4.3000	875.000	LF	3,762.50	780.000	3,354.00	95.000	408.50	875.000	3,762.50	100.0	188.13	840(C)0400
026	E.P.S. 2 CHANNEL PHASE SELECTOR	2,840.0000	2.000	EAC	5,680.00	2.000	5,680.00	.000	0.00	2.000	5,680.00	100.0	284.00	840(D)0500
027	MAST ARM MOUNTED SIGNS (ALUM.) NS(ALUM.)	52.5000	95.000	SF	4,987.50	95.000	4,987.50	.000	0.00	95.000	4,987.50	100.0	249.38	850(C)1400
028	TRAFFIC STRIPE(MULTI-POLY.)(4" -POLY.)(4" WIDE)	1.4000	4,035.000	LF	5,649.00	3,488.000	4,883.20	.000	0.00	3,488.000	4,883.20	86.4	244.16	856(A)8200
029	TRAFFIC STRIPE(MULTI-POLY.)(24 -POLY.)(24" WIDE)	21.0000	170.000	LF	3,570.00	165.000	3,465.00	5.000	105.00	170.000	3,570.00	100.0	178.50	856(A)8216

**Application and Certificate For Payment -- page 3**

To Owner: MUSKOGEE, CITY OF  
 From (Contractor): TLS Group, Inc.  
 Project: Muskogee Hwy. 62 Sig.

Application No: 6 Date: 04/30/24 Period To: 04/30/24  
 Contractor's Job Number: 223021  
 Architect's Project No:

Item Number	Description	Unit Price	Contract Quantity	UM	Scheduled Value	Work Completed Previous Application		Work Completed This Period		Completed and Stored To Date			Retention	Memo
						Quantity	Amount	Quantity	Amount	Quantity	Amount	%		
030	TRAFFIC STRIPE(MULTI-POLY.) (AR -POLY.)(ARROWS)	275.0000	19.000	EAC	5,225.00	16.000	4,400.00	.000	0.00	16.000	4,400.00	84.2	220.00	856(B)8304
031	PAVEMENT MARKING REMOVAL (TRAFF OVAL(TRAFFIC STRIPE)	0.7500	3,662.000	LF	2,746.50	3,000.000	2,250.00	662.000	496.50	3,662.000	2,746.50	100.0	137.33	857(F)9700
032	PAVEMENT MARKING REMOVAL (ARROW OVAL(ARROWS)	150.0000	13.000	EAC	1,950.00	5.000	750.00	.000	0.00	5.000	750.00	38.5	37.50	857(F)9710
033	PAVEMENT MARKING REMOVAL (WORDS OVAL(WORDS)	150.0000	4.000	EAC	600.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	857(F)9720
034	CONSTRUCTION TRAFFIC CONTROL CONTROL	5,000.0000	1.000	LS	5,000.00	100.00 %	5,000.00	0.00 %	0.00	100.00 %	5,000.00	100.0	250.00	880(J)7110
035	(PL)TRAFFIC ITEMS (RADAR VEHIC ADAR VEHICLE DETECTION)	72,500.0000	1.000	LS	72,500.00	100.00 %	72,500.00	0.00 %	0.00	100.00 %	72,500.00	100.0	3,624.97	890 1100
<b>Total</b>					430,454.82		403,753.30		22,715.32		426,468.62		0.00	
<b>90 STORED MATERIAL</b>														
001	Traffic Signal Controller Assy 01 01 Econolite Inv 218355	15,781.1000	.000	EA	0.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	
<b>Total STORED MATERIAL</b>					0.00		0.00		0.00		0.00		0.00	
<b>Application Total</b>					430,454.82		403,753.30		22,715.32		426,468.62		0.00	

**Public Works Committee**

**13.**

Meeting Date: 06/10/2024  
Submitted For: Mike Stewart, Public Works  
Initiator: Avery Rigney, Asst. Public Works Director  
Department: Public Works  
Staff Information Source:

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Information

AGENDA ITEM TITLE:

Consider approval of final payment to Oklahoma Natural Gas (ONG) in the amount of \$155,958.78, for the relocation of 1,423 linear feet of gas line pertaining to a storm water project for the City of Muskogee, located on Country Club Road, approximately 500 feet north of Chandler Road, or take other necessary action. (Mike Stewart)

BACKGROUND:

This item is the final payment for an agreement that went to City Council in early 2023. The City of Muskogee has a project underway to install a larger culvert under Country Club to improve overall drainage in the Civitan Drainage Basin. The culvert project is yet to bid, however, it was necessary to relocate the gas line prior to beginning the project. The gas line has been relocated, all punch list items have been completed. The storm water project is being funded out of the Clean Water State Revolving Fund.

RECOMMENDED ACTION:

Staff recommends approval.

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Fiscal Impact

FUNDING SOURCE:

500-6560-432.62-94

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Attachments

*No file(s) attached.*

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**Public Works Committee**

14.

**Meeting Date:** 06/10/2024

**Submitted For:** Mike Stewart, Public Works

**Initiator:** Ashley Wallace

**Department:** Public Works

**Staff Information Source:**

**Information**

**AGENDA ITEM TITLE:**

Consider approval of final payment to Cook Consulting, LLC, in the amount of \$105,795.52, for Smith Ferry Orchard Parkway Culvert, Project No. 2022031, or take other necessary action. (Mike Stewart)

**BACKGROUND:**

The Orchard Parkway 10'x3' Reinforced Concrete Box (RCB) project, which received official approval as Project 2022031, is now substantially complete. This project aimed to address the deteriorating condition of the existing 3-48" Corrugated Metal Pipes beneath Orchard Parkway, replacing the cross drain to ensure continued functionality and improve the safety of the overall drainage system.

During the course of construction, an unexpected challenge emerged: two (2) 18" corrugated metal stormwater culverts running north and south were discovered beneath two (2) existing homes, specifically, 605 Damson Ct and 606 Elberta Ct. These existing pipes served as primary drainage conduits for the curb inlets of Damson Ct and Elberta Ct. Their condition had significantly deteriorated, posing a potential risk of collapse, which would compromise the structural integrity of the homes and increase the likelihood of flooding in the area.

To address this issue, a strategic plan was developed. Utilizing an existing utility easement, the two (2) corrugated metal pipes were rerouted from their original location to a more secure and resilient position approximately 50 feet to the east. This relocation not only ensured the safety of the existing homes but also contributed to a reduced flood risk, as the existing drainage system would have been severely compromised if the existing pipes were to have failed.

In summary, the project scoped encompassed both the original objective of replacing the failing Orchard Parkway CGMP culverts and the additional necessary actions to address the unexpected discovery of deteriorating pipes beneath the two (2) homes, 605 Damson Ct and 606 Elberta Ct. This project improved the safety and functionality of the drainage system and mitigates potential flood risks in the area, aligning with the broader goals of the City of Muskogee Public Works Department.

**RECOMMENDED ACTION:**

Approve Final Pay to Cook Consulting, LLC in the amount of \$105,795.52 for Smith Ferry Orchard Parkway Culvert Project No. 2022031

**Fiscal Impact**

**Attachments**

Final Pay App





**Contractor's Application for Payment No. 3 FINAL**

To (Owner): City of Muskogee	Application Period: 5/21/2024	Application Date: 5/21/2024
Project: Smith Ferry Drainage	From (Contractor): Cook Consulting, LLC	Via (Engineer): Olsson Jacob Burton, PE
Engineer's Contract No.:	Contract: Smith Ferry Road Off R/W Drainage Improvements	
	Contractor's Project No.:	

**Application For Payment**

**Change Order Summary**

Approved Change Orders		
Number	Additions	Deductions
CO#1	\$32,510.50	
TOTALS	\$32,510.50	
NET CHANGE BY CHANGE ORDERS		\$32,510.50

1. ORIGINAL CONTRACT PRICE.....	\$	\$591,615.00
2. Net change by Change Orders.....	\$	\$32,510.50
3. Current Contract Price (Line 1 ± 2).....	\$	\$624,125.50
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates).....	\$	\$624,125.50
5. RETAINAGE:		
a. X \$624,125.50 Work Completed.....	\$	
b. 5% X _____ Stored Material.....	\$	
c. Total Retainage (Line 5.a + Line 5.b).....	\$	
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$	\$624,125.50
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$	\$518,329.98
8. TOTAL AMOUNT DUE THIS APPLICATION.....	\$	\$105,795.52
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above).....	\$	0

**Contractor's Certification**

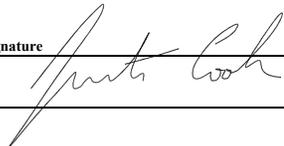
The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

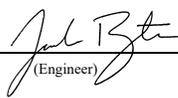
(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

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**Contractor Signature**  
 By:  Date: 5/21/2024

Payment of: \$ 105,795.52  
 (Line 8 or other - attach explanation of the other amount)

is recommended by:  05/29/2024  
 (Engineer) (Date)

Payment of: \$ \_\_\_\_\_  
 (Line 8 or other - attach explanation of the other amount)

is approved by: \_\_\_\_\_ (Date)  
 (Owner)

Approved by: \_\_\_\_\_ (Date)  
 OWRB

**Progress Estimate - Lump Sum Work**

For (Contract): Smith Ferry Drainage								Application Number: 3 FINAL			
Application Period: 5/21/2024								Application Date: 5/21/2024			
				Work Completed				F		G	
A				B	C		D		Total Completed and Stored to Date (C + D)	% (F / B)	Balance to Finish (B - F)
Bid Item	Description	Quantity	Unit Cost	Scheduled Value (\$)	From Previous Applications		This Period				
					Quantity	Total	Quantity	Total			
1	CLEARING AND GRUBBING	1	\$ 10,000.00	\$ 10,000.00	1	\$10,000.00		\$0.00	\$10,000.00	100.0%	\$0.00
2	UNCLASSIFIED EXCAVATION	2245	\$ 35.00	\$ 78,575.00	2,245	\$78,575.00		\$0.00	\$78,575.00	100.0%	\$0.00
3	TEMPORARY SILT FENCE	776	\$ 4.00	\$ 3,104.00	776	\$3,104.00		\$0.00	\$3,104.00	100.0%	\$0.00
4	TEMPORARY ROCK FILTER DAM TYPE 1	2	\$ 200.00	\$ 400.00	2	\$400.00		\$0.00	\$400.00	100.0%	\$0.00
5	TEMPORARY ROCK FILTER DAM TYPE 3	9	\$ 200.00	\$ 1,800.00	9	\$1,800.00		\$0.00	\$1,800.00	100.0%	\$0.00
6	SOLID SLAB SODDING	1787	\$ 5.00	\$ 8,935.00		\$0.00	1787	\$8,935.00	\$8,935.00	100.0%	\$0.00
7	AGG BASE TYPE A	36	\$ 60.00	\$ 2,160.00	36	\$2,160.00		\$0.00	\$2,160.00	100.0%	\$0.00
8	FULL DEPTH PC CONCRETE PATCHING (PLACEMENT)	96	\$ 75.00	\$ 7,200.00		\$0.00	96	\$7,200.00	\$7,200.00	100.0%	\$0.00
9	PC CONCRETE FOR PAVEMENT	16	\$ 180.00	\$ 2,880.00		\$0.00	16	\$2,880.00	\$2,880.00	100.0%	\$0.00
10	STRUCTURAL EXCAVATION UNCLASSIFIED	321	\$ 50.00	\$ 16,050.00	321	\$16,050.00		\$0.00	\$16,050.00	100.0%	\$0.00
11	CLASS AA CONCRETE	494	\$ 510.00	\$ 251,940.00	434	\$221,340.00	60	\$30,600.00	\$251,940.00	100.0%	\$0.00
12	REINFORCING STEEL	94454	\$ 1.50	\$ 141,681.00	84,454	\$126,681.00	10,000	\$15,000.00	\$141,681.00	100.0%	\$0.00
13	COMBINED CURB & GUTTER (6" BARRIER)	80	\$ 32.00	\$ 2,560.00		\$0.00	80	\$2,560.00	\$2,560.00	100.0%	\$0.00
14	REMOVAL OF CONCRETE PAVEMENT	96	\$ 40.00	\$ 3,840.00		\$0.00	96	\$3,840.00	\$3,840.00	100.0%	\$0.00
15	REMOVAL OF EXISTING PIPE	1299	\$ 10.00	\$ 12,990.00	1,299	\$12,990.00	-	\$0.00	\$12,990.00	100.0%	\$0.00
16	MOBILIZATION	1	\$ 30,000.00	\$ 30,000.00	1	\$30,000.00		\$0.00	\$30,000.00	100.0%	\$0.00
17	DELIVER PORTABLE LONGITUDINAL BARRIER	50	\$ 100.00	\$ 5,000.00		\$0.00	50	\$5,000.00	\$5,000.00	100.0%	\$0.00
18	RELOCATION OF PORTABLE LONGITUDINAL BARRIER	50	\$ 50.00	\$ 2,500.00		\$0.00	50	\$2,500.00	\$2,500.00	100.0%	\$0.00
19	CONSTRUCTION TRAFFIC CONTROL	1	\$ 10,000.00	\$ 10,000.00	1	\$10,000.00		\$0.00	\$10,000.00	100.0%	\$0.00
CO#1	290 LF OF 18" STORM	1	\$ 32,510.50	\$ 32,510.50	1	\$32,510.50		\$0.00	\$32,510.50	100.0%	\$0.00
<b>Totals</b>				<b>\$ 624,125.50</b>		<b>\$545,610.50</b>		<b>\$78,515.00</b>	<b>\$624,125.50</b>		<b>\$0.00</b>



**Public Works Committee**

**15.**

**Meeting Date:** 06/10/2024  
**Submitted For:** Katrina Bodenhamer, City Attorney  
**Initiator:** Katrina Bodenhamer, City Attorney  
**Department:** City Attorney  
**Staff Information Source:** Katrina Bodenhamer

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**Information**

**AGENDA ITEM TITLE:**

Consider approval of Resolution 2997, a Resolution approving and adopting an amendment to the Muskogee Medical Center Authority Bylaws to allow Trustees to serve two (2) consecutive terms of seven (7) years each, and to allow trustees to reside outside the Muskogee City Limits within 100 miles, or take other necessary action. (Katrina Bodenhamer)

**BACKGROUND:**

The proposed amendments to the bylaws will make it easier to fill vacancies on the board with qualified members. Resolution No. 2997 adopts the amendment to the bylaws as approved by the Muskogee Medical Center Authority pursuant to its March 26, 2024 meeting.

**RECOMMENDED ACTION:**

Approve Resolution No. 2997

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**Fiscal Impact**

**Attachments**

*No file(s) attached.*

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**Public Works Committee**

**Meeting Date:** 06/10/2024  
**Submitted For:** Katrina Bodenhamer, City Attorney  
**Initiator:** Leslie Arnold, Legal Assistant  
**Department:** City Attorney  
**Staff Information Source:** City Attorney

**Information**

**AGENDA ITEM TITLE:**

Consider approval of nine (9) annual outside water 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, or take other necessary action. (Katrina Bodenhamer)

**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 City 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. Resolution #2977 was passed on March 25, 2024, increasing the rate per unit from \$1.69 to \$2.06 beginning in July 2024.

Allocations per month:

Porter PWA	8,020 units
RWD #5	21,840 units
Haskell PWA	26,070 units
RWD #2	6,684 units
Okay PWA	3,342 units
RWD #6	18,012.8 units
Taft PWA	2,674 units
RWD #9	3,200 units
RWD #1	17,380 units

**RECOMMENDED ACTION:**

Approve the 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.

**Fiscal Impact**

**Attachments**

Haskell Agreement

Okay Agreement

Porter Agreement

Taft Agreement

RWD #1 Agreement

RWD #2 Agreement

RWD #5 Agreement

RWD #6 Agreement

RWD #9 Agreement

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**WATER PURCHASE AGREEMENT**

**THIS AGREEMENT** made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, 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

<u>Maximum/Month</u>	
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, as amended and more thoroughly explained in the attached “EXHIBIT A”.

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. See the base rate set out in Appendix A of the Muskogee City Code, as amended and more thoroughly explained in the attached “EXHIBIT A”.

**C. Rate Adjustment**

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 BUYER for that billing period. BUYER shall pay all invoices received from SELLER by the date stated on the bill. In the event that BUYER fails to make timely payment of any sums by the due date, a late fee of 10% per annum of the total invoiced amount that is not paid by the applicable due date will be charged. Further, SELLER reserves the right to cease Services upon BUYER'S failure to pay all amounts owed under this Contract. 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, 2024 through midnight June 30, 2025. 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 1<sup>st</sup> and end on a June 30<sup>th</sup> of the next calendar year unless either party

gives written notice to the other one (1) year 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 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 SELLER'S 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, SELLER agrees to indemnify, defend and hold harmless the BUYER 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.

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
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**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.

**14. FORCE MAJEURE**

A "Force Majeure Event" is defined as an event or effect that can be neither anticipated nor controlled which renders performance of the terms of this Agreement impossible, impracticable, or unsafe. If a Force Majeure Event occurs, the City of Muskogee may not be able to temporarily perform its obligations in connection with this Agreement and shall be held harmless therefrom.

**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 \_\_\_\_\_, 2024.

THE CITY OF MUSKOGEE, OKLAHOMA  
A municipal corporation,

\_\_\_\_\_  
W. PATRICK CALE, MAYOR

ATTEST:

(SEAL)

\_\_\_\_\_  
TAMMY L. TRACY, CITY CLERK

APPROVED as to form and legality for the City of Muskogee this \_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
KATRINA BODENHAMER, CITY ATTORNEY

TOWN OF HASKELL, OKLAHOMA  
HASKELL PUBLIC WORKS AUTHORITY

\_\_\_\_\_  
MAYOR/CHAIRMAN

ATTEST:

\_\_\_\_\_  
TOWN CLERK

EXHIBIT A

Base Rate From July 1—July 24, 2024	\$1.69 per 100 Cubic Feet (1 Unit)
New Base Rate Effective July 25, 2024, as per City of Muskogee Resolution #2977 which has been previously provided to you	\$2.06 per 100 Cubic Feet (1 Unit)

## WATER PURCHASE AGREEMENT

**THIS AGREEMENT** made and entered into this \_\_\_ day of \_\_\_\_\_, 2024, by and between the City of Muskogee, Oklahoma, a municipal corporation organized under the laws of the State of Oklahoma, hereinafter "SELLER," and the Okay Public Works Authority, hereinafter "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

<u>Maximum/Month</u>	
2,499,816	gallons
334,220	cubic feet
3342	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 Okay, Oklahoma and the Okay Municipal 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, as amended and more thoroughly explained in the attached “EXHIBIT A”.

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 2,499,816 gallons or converted to units 3342 units. See the base rate set out in appendix A of the Muskogee City Code, as amended and more thoroughly explained in the attached "EXHIBIT A".

C. Rate Adjustment. 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 BUYER for that billing period. BUYER shall pay all invoices received from SELLER by the date stated on the bill. In the event that BUYER fails to make timely payment of any sums by the due date, a late fee of 10% per annum of the total invoiced amount that is not paid by the applicable due date will be charged. Further, SELLER reserves the right to cease Services upon BUYER'S failure to pay all amounts owed under this Contract. 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. 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 the date of execution through midnight June 30, 2025. 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 1<sup>st</sup> and end on a June 30<sup>th</sup> of the next fiscal 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 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; or
- 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 SELLER'S 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. 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.

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 Okay  
                            P. O. Box 317  
                            Okay, OK 74446

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 \_\_\_\_\_, 2024.

THE CITY OF MUSKOGEE, OKLAHOMA

A municipal corporation,

\_\_\_\_\_  
W. PATRICK CALE, MAYOR

ATTEST:

\_\_\_\_\_  
TAMMY L. TRACY, CITY CLERK

APPROVED as to form and legality for the City of Muskogee this \_\_\_ day of \_\_\_\_\_,  
2024.

\_\_\_\_\_  
KATRINA BODENHAMER, City Attorney

TOWN OF OKAY, OKLAHOMA

\_\_\_\_\_  
MAYOR

ATTEST

\_\_\_\_\_  
TOWN CLERK

EXHIBIT A

Base Rate From July 1—July 24, 2024	\$1.69 per 100 Cubic Feet (1 Unit)
New Base Rate Effective July 25, 2024, as per City of Muskogee Resolution #2977 which has been previously provided to you	\$2.06 per 100 Cubic Feet (1 Unit)

## WATER PURCHASE AGREEMENT

**THIS AGREEMENT** made and entered into this \_\_ day of \_\_\_\_\_, 2024, by and between the City of Muskogee, Oklahoma, a municipal corporation, hereinafter called the "SELLER," and the Town of Porter and/or the Porter 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

<u>Maximum/Month</u>	
5,998,960	gallons
802,000	cubic feet
8,020	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 Porter, Oklahoma and/or the Porter Public Works Authority or as noted in paragraph 9.

### **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, as amended and more thoroughly explained in the attached “EXHIBIT A”.

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 5,998,960 gallons or converted to units 8,020 units. See the base rate set out

in appendix A of the Muskogee City Code, as amended and more thoroughly explained in the attached "EXHIBIT A".

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 BUYER for that billing period. BUYER shall pay all invoices received from SELLER by the date stated on the bill. In the event that BUYER fails to make timely payment of any sums by the due date, a late fee of 10% per annum of the total invoiced amount that is not paid by the applicable due date will be charged. Further, SELLER reserves the right to cease Services upon BUYER'S failure to pay all amounts owed under this Contract. 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, city, private water association, water district or town with the exception of the sale of water to the Town of Tullahassee. Any sale of water to the Town of Tullahassee will be sold at cost with only the addition of reasonable administrative expenses. BUYER shall provide an accounting of all water sales and administrative expenses related to water sold to the Town of Tullahassee annually or as requested by the SELLER. 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 the date of execution through midnight June 30, 2025. 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 1<sup>st</sup> and end on a June 30<sup>th</sup> 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**

If Buyer is required to construct improvements on Seller's 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**

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.

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 Porter  
                            P.O. Box 149  
                            Porter, OK 74454

**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 \_\_\_\_\_, 2024.

THE CITY OF MUSKOGEE, OKLAHOMA  
A municipal corporation,

\_\_\_\_\_  
W. PATRICK CALE, MAYOR

ATTEST:

\_\_\_\_\_  
TAMMY L. TRACY, CITY CLERK

APPROVED as to form and legality for the City of Muskogee this \_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
KATRINA BODENHAMER, City Attorney

TOWN OF PORTER, OKLAHOMA  
PORTER PUBLIC WORKS AUTHORITY

\_\_\_\_\_  
MAYOR

ATTEST

\_\_\_\_\_  
TOWN CLERK

EXHIBIT A

Base Rate From July 1—July 24, 2024	\$1.69 per 100 Cubic Feet (1 Unit)
New Base Rate Effective July 25, 2024, as per City of Muskogee Resolution #2977 which has been previously provided to you	\$2.06 per 100 Cubic Feet (1 Unit)

**WATER PURCHASE AGREEMENT**

**THIS AGREEMENT** made and entered into this \_\_ day of \_\_\_\_\_, 2024, by and between the City of Muskogee, Oklahoma, a municipal corporation, hereinafter called the "SELLER," and the Town of Taft and/or the Taft 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

<u>Maximum/Month</u>	
2,000,152	gallons
267,400	cubic feet
2,674	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 Taft, Oklahoma and/or the Taft 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, as amended and more thoroughly explained in the attached “EXHIBIT A”.

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 2,000,152 gallons or converted to units 2,674 units. See the base rate set out in appendix A of the Muskogee City Code, as amended and more thoroughly explained in the attached "EXHIBIT A".

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 BUYER for that billing period. BUYER shall pay all invoices received from SELLER by the date stated on the bill. In the event that BUYER fails to make timely payment of any sums by the due date, a late fee of 10% per annum of the total invoiced amount that is not paid by the applicable due date will be charged. Further, SELLER reserves the right to cease Services upon BUYER'S failure to pay all amounts owed under this Contract. 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 wholesale 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 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 the date of execution through midnight June 30, 2025. 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 1<sup>st</sup> and end on a June 30<sup>th</sup> 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**

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**

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.

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 Taft  
                            P.O. Box 313  
                            Taft, OK 74463

**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 \_\_\_\_\_, 2024.

THE CITY OF MUSKOGEE, OKLAHOMA  
A municipal corporation,

\_\_\_\_\_  
W. PATRICK CALE, MAYOR

ATTEST:

(SEAL)

\_\_\_\_\_  
TAMMY L. TRACY, CITY CLERK

APPROVED as to form and legality for the City of Muskogee this \_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
KATRINA BODENHAMER, City Attorney

TOWN OF TAFT, OKLAHOMA  
TAFT PUBLIC WORKS AUTHORITY

\_\_\_\_\_  
MAYOR

ATTEST

\_\_\_\_\_  
TOWN CLERK

EXHIBIT A

Base Rate From July 1—July 24, 2024	\$1.69 per 100 Cubic Feet (1 Unit)
New Base Rate Effective July 25, 2024, as per City of Muskogee Resolution #2977 which has been previously provided to you	\$2.06 per 100 Cubic Feet (1 Unit)

## WATER PURCHASE AGREEMENT

**THIS AGREEMENT** made and entered into this \_\_\_ day of \_\_\_\_\_, 2024, 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>	
13,000,240	gallons
1,738,000	cubic feet
17,380	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, as amended and more thoroughly explained in the attached "EXHIBIT A".

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. See the base rate set out in appendix A of the Muskogee City Code, as amended and more thoroughly explained in the attached "EXHIBIT A".

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 BUYER for that billing period. BUYER shall pay all invoices received from SELLER by the date stated on the bill. In the event that BUYER fails to make timely payment of any sums by the due date, a late fee of 10% per annum of the total invoiced amount that is not paid by the applicable due date will be charged. Further, SELLER reserves the right to cease Services upon BUYER'S failure to pay all amounts owed under this Contract. 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, 2025. 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 1<sup>st</sup> and end on a June 30<sup>th</sup> 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.

IIN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_\_ day of \_\_\_\_\_, 2024.

THE CITY OF MUSKOGEE, OKLAHOMA  
A municipal corporation,

\_\_\_\_\_  
W. PATRICK CALE, MAYOR

ATTEST:

\_\_\_\_\_  
TAMMY L. TRACY, CITY CLERK

APPROVED as to form and legality for the City of Muskogee this \_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
KATRINA BODENHAMER, City Attorney

Muskogee County Rural Water District #1

\_\_\_\_\_  
CHAIRMAN

\_\_\_\_\_  
SECRETARY

EXHIBIT A

Base Rate From July 1—July 24, 2024	\$1.69 per 100 Cubic Feet (1 Unit)
New Base Rate Effective July 25, 2024, as per City of Muskogee Resolution #2977 which has been previously provided to you	\$2.06 per 100 Cubic Feet (1 Unit)

## WATER PURCHASE AGREEMENT

**THIS AGREEMENT** made and entered into this \_\_\_ day of \_\_\_\_\_, 2024, by and between the City of Muskogee, Oklahoma, a municipal corporation, hereinafter called the "SELLER," and Muskogee Rural Water District #2 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. § 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. §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>
4,999,632 gallons
668,400 cubic feet
6,684 unit's

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 BUYER 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, as amended and more thoroughly explained in the attached "EXHIBIT A".

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 (per unit) of water usage over the MAXIMUM/MONTH usage which is 4,999,632 gallons or converted to units 6,684 units. See the base rate set out in appendix A of the Muskogee City Code, as amended and more thoroughly explained in the attached "EXHIBIT A".

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 BUYER for that billing period. BUYER shall pay all invoices received from SELLER by the date stated on the bill. In the event that BUYER fails to make timely payment of any sums by the due date, a late fee of 10% per annum of the total invoiced amount that is not paid by the applicable due date will be charged. Further, SELLER reserves the right to cease Services upon BUYER'S failure to pay all amounts owed under this Contract. 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 # 2 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.

#### 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, 2025. This agreement will automatically be extended for additional one (1) year term under the same identical terms and conditions as are set out herein. Any additional one year term will commence on a July 1<sup>st</sup> and end on a June 30<sup>th</sup> 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 on SELLERS side of the master meter 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  
                            Manager  
                            Muskogee County Rural Water District #2  
                            2310 S. Woodland Rd.  
                            Muskogee, OK 74403

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.

IIN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_\_ day of \_\_\_\_\_, 2024.

THE CITY OF MUSKOGEE, OKLAHOMA  
A municipal corporation,

\_\_\_\_\_  
W. PATRICK CALE, MAYOR

ATTEST:

\_\_\_\_\_  
TAMMY L. TRACY, CITY CLERK

APPROVED as to form and legality for the City of Muskogee this \_\_\_ day of \_\_\_\_\_,  
2024.

\_\_\_\_\_  
KATRINA BODENHAMER, City Attorney

Muskogee County Rural Water District #2

\_\_\_\_\_  
CHAIRMAN

\_\_\_\_\_  
SECRETARY

EXHIBIT A

Base Rate From July 1—July 24, 2024	\$1.69 per 100 Cubic Feet (1 Unit)
New Base Rate Effective July 25, 2024, as per City of Muskogee Resolution #2977 which has been previously provided to you	\$2.06 per 100 Cubic Feet (1 Unit)

## WATER PURCHASE AGREEMENT

**THIS AGREEMENT** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the City of Muskogee, Oklahoma, a municipal corporation, hereinafter called the "SELLER," and Muskogee Rural Water District #5 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. § 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. §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

16,335,320 gallons

2,184,000 cubic feet

21,840 unit's

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 BUYER 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 BUYERR'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, as amended and more thoroughly explained in the attached "EXHIBIT A".

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 (per unit) of water usage over the MAXIMUM/MONTH usage which is 16,336,220 gallons or converted to units 21840 units. See the base rate set out in appendix A of the Muskogee City Code, as amended and more thoroughly explained in the attached "EXHIBIT A".

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 BUYER for that billing period. BUYER shall pay all invoices received from SELLER by the date stated on the bill. In the event that BUYER fails to make timely payment of any sums by the due date, a late fee of 10% per annum of the total invoiced amount that is not paid by the applicable due date will be charged. Further, SELLER reserves the right to cease Services upon BUYER'S failure to pay all amounts owed under this Contract. 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 that is not currently a customer of BUYER. 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 #5 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.

#### 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, 2025. 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 1<sup>st</sup> and end on a June 30<sup>th</sup> 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 on SELLERS side of the master meter 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  
                            Director  
                            Muskogee Rural Water District #5  
                            7181 S. Cherokee  
                            Muskogee, OK 74403

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 \_\_\_\_\_, 2024.

THE CITY OF MUSKOGEE, OKLAHOMA  
A municipal corporation,

\_\_\_\_\_  
W. PATRICK CALE, MAYOR

ATTEST:

\_\_\_\_\_  
TAMMY L. TRACY, CITY CLERK

APPROVED as to form and legality for the City of Muskogee this \_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
W. PATRICK CALE, CITY ATTORNEY

Muskogee County Rural Water District #5

\_\_\_\_\_  
CHAIRMAN

\_\_\_\_\_  
SECRETARY

EXHIBIT A

Base Rate From July 1—July 24, 2024	\$1.69 per 100 Cubic Feet (1 Unit)
New Base Rate Effective July 25, 2024, as per City of Muskogee Resolution #2977 which has been previously provided to you	\$2.06 per 100 Cubic Feet (1 Unit)

## WATER PURCHASE AGREEMENT

**THIS AGREEMENT** made and entered into this \_\_\_ day of \_\_\_\_\_, 2024, 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

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, as amended and more thoroughly explained in the attached "EXHIBIT A".

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. See the base rate set out in appendix A of the Muskogee City Code, as amended and more thoroughly explained in the attached "EXHIBIT A".

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 BUYER for that billing period. BUYER shall pay all invoices received from SELLER by the date stated on the bill. In the event that BUYER fails to make timely payment of any sums by the due date, a late fee of 10% per annum of the total invoiced amount that is not paid by the applicable due date will be charged. Further, SELLER reserves the right to cease Services upon BUYER'S failure to pay all amounts owed under this Contract. 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, 2025. 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 1<sup>st</sup> and end on a June 30<sup>th</sup> 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.

IIN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_\_ day of \_\_\_\_\_, 2024.

THE CITY OF MUSKOGEE, OKLAHOMA  
A municipal corporation,

\_\_\_\_\_  
W. PATRICK CALE, MAYOR

ATTEST:

\_\_\_\_\_  
TAMMY L. TRACY, CITY CLERK

APPROVED as to form and legality for the City of Muskogee this \_\_\_ day of \_\_\_\_\_,  
2024.

\_\_\_\_\_  
KATRINA BODENHAMER, City Attorney

Muskogee County Rural Water District #6

\_\_\_\_\_  
CHAIRMAN

\_\_\_\_\_  
SECRETARY

EXHIBIT A

Base Rate From July 1—July 24, 2024	\$1.69 per 100 Cubic Feet (1 Unit)
New Base Rate Effective July 25, 2024, as per City of Muskogee Resolution #2977 which has been previously provided to you	\$2.06 per 100 Cubic Feet (1 Unit)

## WATER PURCHASE AGREEMENT

**THIS AGREEMENT** made and entered into this \_\_\_ day of \_\_\_\_\_, 2024, 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, as amended and more thoroughly explained in the attached "EXHIBIT A".

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. See the base rate set out in appendix A of the Muskogee City Code, as amended and more thoroughly explained in the attached "EXHIBIT A".

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 BUYER for that billing period. BUYER shall pay all invoices received from SELLER by the date stated on the bill. In the event that BUYER fails to make timely payment of any sums by the due date, a late fee of 10% per annum of the total invoiced amount that is not paid by the applicable due date will be charged. Further, SELLER reserves the right to cease Services upon BUYER'S failure to pay all amounts owed under this Contract. 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, 2025. 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 1<sup>st</sup> and end on a June 30<sup>th</sup> 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 #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.

IIN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_\_ day of \_\_\_\_\_, 2024.

THE CITY OF MUSKOGEE, OKLAHOMA  
A municipal corporation,

\_\_\_\_\_  
W. PATRICK CALE, MAYOR

ATTEST:

\_\_\_\_\_  
TAMMY L. TRACY, CITY CLERK

APPROVED as to form and legality for the City of Muskogee this \_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
KATRINA BODENHAMER, City Attorney

Muskogee County Rural Water District #9

\_\_\_\_\_  
CHAIRMAN

\_\_\_\_\_  
SECRETARY

EXHIBIT A

Base Rate From July 1—July 24, 2024	\$1.69 per 100 Cubic Feet (1 Unit)
New Base Rate Effective July 25, 2024, as per City of Muskogee Resolution #2977 which has been previously provided to you	\$2.06 per 100 Cubic Feet (1 Unit)

**Public Works Committee**

**17.**

Meeting Date: 06/10/2024

Submitted For: Katrina Bodenhamer, City Attorney Initiator: Seth Campbell, Legal Intern

Department: City Attorney

Staff Information Source:

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Information

**AGENDA ITEM TITLE:**

Discuss the animal control ordinances and enforcement of said ordinances within the City of Muskogee, or take other necessary action. (Deputy Mayor Derrick Reed)

**BACKGROUND:**

Deputy Mayor Derrick Reed would like to discuss and review the existing animal control ordinances, evaluate their enforcement practices, to ensure that the animal control needs of the City of Muskogee are met.

**RECOMMENDED ACTION:**

Discuss

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Fiscal Impact

Attachments

City of Muskogee Animal Control Ordinances Concerning Animals At Large, and Penalties for Unsecured Animals

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## **Sec. 14-26. Conditions of confinement of dangerous dogs and other animals.**

- (a) The owner shall confine within a building or secure enclosure any dangerous or vicious dog or other animal, and not take such dog or other animal out of such building or secure enclosure unless such animal is securely muzzled. A vicious or dangerous animal shall not be, or permitted to be, at large.
- (b) Any vicious, wild or dangerous animal found at large shall be impounded by the city and shall not be redeemed by the owners until such redemption is authorized as may be provided in section 14-71.
- (c) Any animal described in subsection (a) or (b) of this section found at large shall be impounded by the city and may be redeemed by the owners as provided in this chapter.
- (d) When in the judgment of the animal control officer an animal should be destroyed for humane reasons, such animal may not be redeemed.

(Code 1993, § 5-108)

## **Sec. 14-27. Proceedings against vicious or dangerous animals; hearing; impoundment.**

- (a) It is the duty of the city manager or his designated representative, upon receipt of a verified complaint, to cause the animal involved to be impounded pending a vicious animal determination as required by this article. The owner shall immediately surrender possession of the animal when presented with a copy of the complaint. Each day that the owner fails or refuses to allow the city manager to impound an animal shall be a separate offense. Any and all expenses associated with the impoundment, including costs of shelter, food, handling and veterinary care shall be borne by the owner of such animal during the period of impoundment.
- (b) Upon receipt of a verified complaint, the city manager or his designated representative shall promptly hold a hearing to determine if an animal shall be declared vicious or dangerous. The verified complaint may be filed by a citizen, a police officer, or an animal control officer and shall clearly state the facts and circumstances surrounding the incident.
- (c) The city manager shall be empowered to make one of the following determinations at the hearing:
  - (1) That the animal is in fact not vicious. In that event the city manager shall cause it to be surrendered to the owner;
  - (2) That the animal is in fact vicious and should be destroyed; or
  - (3) That the animal is vicious but that for good cause shown the animal should not be destroyed. In that event, the city manager shall order the animal permanently removed from the city limits.
- (d) The owner may appeal the determination of the city manager to municipal court by requesting a hearing within five days of the determination. The municipal judge shall hold a hearing de novo within ten days of the impoundment to determine if the animal is vicious and shall be empowered to make a determination based upon subsection (c) of this section.

(Prior Code, §§ 4-31.1, 4-31.2; Code 1993, § 5-109; Ord. No. 3075-A, 8-24-1987)

## **Sec. 14-30. Control of animals required; stray animals; confinement in season.**

- (a) It is unlawful for any owner or person to:
  - (1) Fail to prevent any animal from running at large within the city;
  - (2) Perform, do or carry out any inhumane treatment against any animal; or

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(Supp. No. 25, Update 1)

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(3) Keep, possess, own, control, maintain, use or otherwise exercise dominion over any animal which by reason of noise, odor or sanitary conditions become offensive to a reasonable and prudent person of ordinary tastes and sensibilities, or which constitutes or becomes a health hazard as determined by the health officer or animal control officer.

(b) Stray animals shall be treated in the manner provided in 4 O.S. ch. 4.

(c) Every female dog or cat in season (heat) shall be kept confined in such a manner that such female dog or cat cannot come in contact with other animals, except for controlled breeding purposes. Female animals picked up by the animal warden which are in season (heat) shall be kept separate from male animals at all times.

(Code 1993, § 5-112)

### **Sec. 14-31. Running at large; owners cited.**

Any animal, including fowl, running at large in the city shall be taken up by the animal control officer and impounded at the animal shelter. The animal control officer may, at his discretion, cite the owner of such dog, cat, or other impounded animal, if ownership can be determined, to appear in municipal court to answer charges of violation of this chapter.

(Prior Code, § 4-7; Code 1993, § 5-113)

### **Sec. 14-32. Offenses.**

It is an offense under the terms of this article for any owner within the corporate limits of the city to:

(1) Own, keep, possess, harbor or allow to remain on premises under his control any dog or cat unless such dog or cat over four months old has a current vaccination against rabies as required herein;

(2) Fail or refuse to deliver to the animal control officer, upon demand, any animal suspected of having rabies, any dog found at large, or any animal the keeping or harboring of which is declared to be an offense;

(3) Harbor, keep or have possession of any vicious animal or animal which is a nuisance;

(4) Remove or fail to affix or attach to the collar or harness worn by dogs a current tag, as provided for in section 14-29;

(5) Keep any animal, wild by nature or dangerous, except when kept by a licensed circus or show or in a zoo or accredited school; or

(6) Own, keep, possess or harbor any dog outdoors which is not confined in a yard, a substantial and secure pen, or under control by leash. Each time such dog shall not be confined and shall be running at large shall constitute a separate offense. The animal warden shall promptly impound each and every dog that is running at large in the city and which is not confined with a secure leash.

(Prior Code, § 4-26; Code 1993, § 5-114; Ord. No. 1801-A, 8-10-1981; Ord. No. 3033, 11-24-1986)