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
JULY 8, 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. Consider approval of Resolution No. 2998, supporting the FY24-25 participation of Main Street Muskogee with the Oklahoma Main Street Center, or take other necessary action. (Katrina Bodenhamer)

3. Consider approval of Resolution No. 2898, a Resolution approving and adopting an amendment to the Muskogee Tourism Authority Bylaws, Section 2.2, b.1, allowing Trustees to serve a seven (7) year term, or take other necessary action. (Mayor W. Patrick Cale)

4. Receive report on the status of the construction of Grandview Park, and take other necessary action. (Councilors Jaime Stout and Dan Hall)

5. Consider approval to accept a grant from the Oklahoma Department of Environmental Quality (ODEQ), in the amount of $30,000.00 for reimbursement of funds to be expended on a Household Hazardous Waste Collection Event in FY2025, and authorize the City Manager to negotiate and execute a Reimbursement Contract between the ODEQ and the City of Muskogee, or take other necessary action. (Mike Stewart)

6. Consider the reappointment of Councilor Jaime Stout to the City of Muskogee Foundation Board, to serve a full two (2) year term, beginning August 1, 2024, and ending on July 31, 2026, or take other necessary action. (Councilor Shirley Hilton-Flanary)

ADJOURN

Public Works Committee **2.**

Meeting Date: 07/08/2024
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 Resolution No. 2998, supporting the FY24-25 participation of Main Street Muskogee with the Oklahoma Main Street Center, or take other necessary action. (Katrina Bodenhamer)

BACKGROUND:

This Resolution is necessary to allow Main Street Muskogee to apply for grant assistance.

RECOMMENDED ACTION:

Approve the Resolution.

Fiscal Impact

Attachments

Resolution #2998

RESOLUTION NO. 2998

A RESOLUTION IN SUPPORT OF AN AGREEMENT BETWEEN THE STATE OF OKLAHOMA, DEPARTMENT OF COMMERCE/ OKLAHOMA MAIN STREET CENTER AND MAIN STREET MUSKOGEE FOR ASSISTANCE IN THE REVITALIZATION OF THE DOWNTOWN/URBAN AREA, FOR FISCAL YEAR BEGINNING JULY 1, 2024

WHEREAS, the Oklahoma Main Street Center has been established in the Oklahoma Department of Commerce to assist small towns and cities to develop a public/private effort to revitalize their "Main Street" areas; and

WHEREAS, the City of Muskogee desires to continue participating in the Oklahoma Main Street Center; and

WHEREAS, Oklahoma Main Street will implement services to assist Main Street Muskogee in the revitalization of the downtown/urban area; and

WHEREAS, the State will provide training, workshops, market research, design assistance, membership dues and other valuable resources to assist Main Street Muskogee in its revitalization efforts for the downtown urban area; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MUSKOGEE THAT IT SUPPORTS MAIN STREET MUSKOGEE'S 2024-2025 PARTICIPATION IN THE OKLAHOMA MAIN STREET CENTER WITH THE SPECIFIC GOAL OF REVITALIZING THE HISTORIC CENTRAL BUSINESS DISTRICT USING THE MAIN STREET 4-POINT APPROACH TO ECONOMIC REVITALIZATION; AND

BE IT FURTHER RESOLVED THAT THE CITY OF MUSKOGEE UNDERSTANDS THAT THE MAIN STREET APPROACH IS A LONG-TERM PROCESS THAT RESULTS IN A CONTINUAL EFFORT TO MAINTAIN AND ENHANCE ITS DOWNTOWN/HISTORIC COMMERCIAL DISTRICT.

ADOPTED, PASSED AND APPROVED by the Council of the City of Muskogee to be effective immediately this _____ day of July, 2024.

_____
W. PATRICK CALE, Mayor

ATTEST:

(SEAL)

_____
TAMMY L. TRACY, City Clerk

APPROVED as to form and legality this ____ day of July, 2024.

_____
KATRINA BODENHAMER, City Attorney

Public Works Committee **3.**

Meeting Date: 07/08/2024
Submitted For: Mike Miller, City Manager
Initiator: Judy Villalobos, Executive Assistant
Department: City Manager
Staff Information Source:

Information

AGENDA ITEM TITLE:

Consider approval of Resolution No. 2898, a Resolution approving and adopting an amendment to the Muskogee Tourism Authority Bylaws, Section 2.2, b.1, allowing Trustees to serve a seven (7) year term, or take other necessary action. (Mayor W. Patrick Cale)

BACKGROUND:

The Muskogee Tourism Authority approved Resolution Number 2898 in their meeting on April 18, 2024, to amend their bylaws, Section 2, Terms of Office. The amendment extends the term of office for trustees from the current 5-year term to a 7-year term. The board of the Muskogee Tourism Authority unanimously approved this change.

RECOMMENDED ACTION:

Approve the Resolution

Fiscal Impact

Attachments

MTA Resolution
MTA minutes 4/18/2024

RESOLUTION NO. _____

A RESOLUTION ADOPTING THE AMENDED AND RESTATED BY-LAWS OF THE MUSKOGEE TOURISM AUTHORITY

BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE MUSKOGEE TOURISM AUTHORITY THAT:

ARTICLE I-THE AGENCY

Section 1.1. Name.

The name of the Trust shall be the "Muskogee Tourism Authority."

Section 1.2. Office of the Authority.

The office of the Trust shall be located at 220 West Okmulgee Street in Muskogee, Oklahoma.

ARTICLE II-BOARD OF TRUSTEES

Section 2.1. Appointment

There shall be nine (9) Trustees of this Trust, with eight (8) of the nine (9) Trustees being citizens and residents of the Beneficiary. All Trustees shall be selected by a majority of the City Council pursuant to nomination and confirmation methods effective at the time of the appointment. The City Manager of the City, and his successor, or at his option, his designee, shall serve as an ex-officio, non-voting Trustee.

Each successor Trustee in office so appointed and confirmed, upon vacancy by the original trustee, shall without any further act, deed or conveyance become a Trustee of this Trust and become fully vested with all of the estate, properties, rights, powers, duties, and obligations of his or her predecessor with like effects as if originally named Trustee herein.

Section 2.2 Terms of Office

a. All terms of office shall expire as of July 31st and new terms shall commence on August 1 of the calendar year.

b. The terms of office of all successor Trustees shall be seven years, except that:

   1. regardless of the calendar date when each Trustee is appointed, their terms shall expire on the July 31st closest to the seven-year term to which appointed; and

   2. each Trustee shall hold office until their successor has been appointed and qualified.

Section 2.3. Officers

The officers of the Board of Trustees shall be a Chairman, a Vice-Chairman, and a Secretary/Treasurer.

Section 2.4. Chairman and Vice-Chairman

The Trustees shall elect from the duly appointed Trust Authority members, a Chairman and a Vice-Chairman who shall serve terms of one year by a simple majority vote of its members. No Trustee may serve more than three (3) terms as Chairman. Trustee Jaime Stout shall serve as the initial Chairman of the Trust.

It shall be the duty of the Chairman to call and preside over the meetings of the Board of Trustees, to direct the recording of minutes of deliberations, and to appoint committees and assign their respective activities. The Chair shall sign all resolutions, contracts, deeds and other legal instruments made by the Trust. The Chair shall be authorized to sign or countersign orders and checks for the disbursement of money.

The Vice-Chairman shall perform the duties of the Chairman in her or his absence or incapacity; provided, however, the Vice-Chair shall not sign or countersign orders or checks for the disbursement of money. In case of the resignation or death of the Chairman, the Vice-Chairman shall perform all duties as prescribed for the Chairman until such time as a new Chairman shall have been duly designated.

Section 2.5. Secretary/Treasurer

The Trustees shall elect a Treasurer from its membership by a simple majority vote of its members The Treasurer shall serve terms of one year. Should the office of Secretary become vacant, the Trust shall elect a successor from among its members at the next meeting, and such election shall be for the unexpired term of said office. The Treasurer shall attest to all resolutions, contracts, deeds and other legal instruments made by the Authority, and shall sign Certificates of the Recording Officer as required. The Secretary shall be authorized to sign or countersign orders and checks for the disbursement of money.

Section 2.6. Compensation

A Trustee shall receive no compensation for services, but shall be entitled to necessary expenses, including traveling expenses incurred in the discharge of office.

ARTICLE III – COMMITTEES

Section 3.1. Executive Committee

There is hereby established an Executive Committee comprised of the Past Chair, Chair, Vice-Chair, and Treasurer. If the Past Chair is no longer a trustee of the Board due to an expired term, the Board shall appoint a trustee to fill this vacancy. The Executive Committee shall be responsible for managing any volunteers which may be brought on to assist the Muskogee Tourism Authority in accordance with Article V. In the absence of a general manager of the Trust Estate, the Executive Committee shall also be charged with authorizing any vacation or sick leave of any employees of the Muskogee Tourism Authority. Beyond the limitations established herein, the Executive

Committee shall have no further authority over any employees of the Muskogee Tourism Authority, nor the day-to-day running of the business.

The Trustees shall have the authority to establish any other standing or special committees that in their discretion are, or may become, necessary to the efficient operations of the Muskogee Tourism Authority. Any committees so established shall be created by Resolution, approved by a majority of the Trustees. The Resolution shall establish: how members are appointed to the respective committee; the term of service of each member appointed; whether members are required to also be Trustees; the duties, responsibilities and obligations to be carried out by the respective committee; as well as, any other information which may be necessary to ensure transparency.

ARTICLE IV-EMPLOYEES

Section 4.1. General Manager

a. The Trustees may appoint a general manager for the Trust Estate and may, at their discretion, employ such other clerical, professional, legal, and technical assistance as may be deemed necessary in the discretion of the Trustees to properly operate the business of the Trust Estate, and may upon majority vote, fix their duties, terms of employment and compensation. All Trustees shall serve without compensation but may, upon majority approval from the Trustees, be reimbursed for reasonable expenses incurred in the performance of their duties hereunder.

b. In the event a general manager is appointed by the Trustees, the said general manager shall administer the business of the Trust Estates as directed from time to time by the Trustees. The general manager shall assume responsibility for the employment of any subordinate employees of the Trust as necessitated by the needs of the Trust. The Trustees themselves shall not deal directly with the subordinates of the general manager, but shall do so only through the general manager.

Section 4.2. Other Employees

The Trustees may appoint other employees as necessary.

ARTICLE V – VOLUNTEER MANAGEMENT

Section 5.1. Volunteers Generally

The Trustees shall have the authority to utilize non-paid, volunteers to assist with the work of the Muskogee Tourism Authority. All volunteers shall be selected and managed by the Executive Committee Director. The Trustees shall develop a program to solicit, develop, and manage all volunteers.

ARTICLE VI-MEETINGS

Section 6.1. Meetings

All meetings of the Muskogee Tourism Authority shall be open unless an executive session is authorized. The requirements of the Oklahoma Open Meetings Act shall be adhered to. All meetings shall be conducted in accordance with the most recent edition of Robert's Rules of Order.

Section 6.2. Regular Meetings

The Trustees of the Muskogee Tourism Authority shall hold regular meetings at least once each quarter at the Roxy Theater, 220 West Okmulgee, Muskogee, Oklahoma. However, the Trustees may, by a simple majority vote, cancel or change the date or location of the next regular meeting, subject to the requirements of the Oklahoma Open Meetings Act

Section 6.3. Special Meetings

The Chairman may, when deemed necessary, or shall upon the written request of two Trustees, call a special meeting of the Trustees for the purpose of transacting any business designated in the call. The written notice and agenda of a special meeting shall be delivered to the City Clerk of the City of Muskogee and each Trustee. Notices shall be posted as required by the Oklahoma Open Meetings Act.

Section 6.4. Annual Meeting

There shall be an Annual Meeting held each calendar year in May. The Trustees shall elect officers at the Annual Meeting for the coming year as prescribed by Article II, of these By-Laws.

Section 6.5. Quorum

A majority of the Trustees shall constitute a quorum for the purpose of conducting business and exercising the powers of the Authority and for all other purposes.

Section 6.6. Manner of Voting

The voting on all questions coming before the Trustees shall be by roll call; and the Aye's, Nay's, and abstention votes shall be entered on the Minutes of the meeting.

Section 6.7. Attendance

Each member of the Board of Trustees should make every effort to attend all meetings described in this Article of these By-Laws. In the event a member is unable to attend a Regular or Special meeting they should obtain an excused absence by notifying the Chairman prior to the meeting time. Three (3) unexcused absences within a one (1) year rolling period shall automatically serve as a forfeiture of the office of Trustee without further act or deed.

Section 6.8. Agenda Items

The Chair shall be responsible for the agenda of regular, special call, and annual meetings, as well as, emergency meetings, should one be required. The Chair may, at his or her discretion, add agenda items. Trustees may request agenda items be added to regular, special call, and annual meetings so long as trustees notify the Chair and Executive Director in writing of said request; this

request must be made in accordance with time requirements as stated in the Oklahoma Open Meetings Act. Each agenda item shall include the name of trustee(s) who has requested said item.

Section 6.9 Citizen Participation

Recognizing the importance of public participation, citizens shall be permitted five (5) minutes to speak on any agenda item. Should additional time be necessary for a full and complete understanding of any public comments, the Trustees, by majority vote, retain the authority to extend the time limitation.

ARTICLE VII-ANNUAL REPORT

Section 7.1. Annual Report

The Trustees shall prepare annually a report of the Authority's activities during the preceding fiscal year ending 30 June to include a complete financial statement setting forth its assets, liabilities, income and operating expenses as of the end of such fiscal year. This report shall be submitted to the City of Muskogee before 31 July of each calendar year. The Trustees shall submit to the City of Muskogee an interim report in April of each year in conjunction with a proposed budget and allocation request.

ARTICLE VIII-AMENDMENTS

Section 8.1. Amendments to By-Laws

The Bylaws of the Trust may be amended with the approval of at least two-thirds of the Trustees of the Authority in attendance at a regular or a special meeting. Except by unanimous consent of all the Trustees, no proposed amendment to the Bylaws shall be voted upon until the same shall have been reduced to writing, filed with the Secretary, and read at the regular meeting immediately preceding the meeting at which the same is voted upon.

IX - RECORDS AND RECORDS RETENTION

Section 9.1 Record Keeping

Insofar as practical, the Muskogee Tourism Authority shall retain its records in accordance with the time frames set forth in City Council Policy 1-6. At least once per year, an agenda item shall appear on a Regular meeting calling for the destruction of any records for which the time frame for retention has expired. The agenda item shall set forth the category of the proposed records to be destroyed with the beginning and end dates identified. Upon approval, the records shall be destroyed in the most efficient means possible.

Section 9.2 Custodian

Unless the Trustees shall direct otherwise, the Secretary/Treasurer of the Muskogee Tourism Authority shall serve as the custodian of records for purposes of compliance with the Oklahoma Open Records Act ("Act"). The fee for mechanical reproduction of records shall be the same as the maximum established by the Act.

NOW THEREFORE, BE IT RESOLVED BY THE MUSKOGEE TOURISM AUTHORITY that the foregoing amended bylaws of the Muskogee Tourism Authority are hereby approved in all respects.

ADOPTED this _____ day of _____, 20_____.

_____
CHAIRMAN

Attest:

_____
SECRETARY

APPROVED AS TO FORM AND LEGALITY THIS _____ DAY OF _____, 20_____.

_____
JOHN TYLER HAMMONS
ATTORNEY FOR THE AUTHORITY

MINUTES
BOARD OF TRUSTEES OF THE
MUSKOGEE TOURISM AUTHORITY
APRIL 18, 2024

The Board of Trustees of the Muskogee Tourism Authority met at 4:00 p.m., on Thursday, April 18, 2024, at Muskogee Tourism Office, 216 W. Broadway, Muskogee, Oklahoma, with Chairman Evelyn Hibbs residing.

Item 1: Roll call and recognize Citizens wishing to speak. **(Evelyn Hibbs, Chairman)**

The meeting was called to order at 4:00 by Chairman Evelyn Hibbs and the roll was called as follows:

Present: Chair; Evelyn Hibbs Vice Chair Daniel Chepkaukas; Secretary/Treasury Tracy Cole; Trustee Mike Gragg; Trustee Traci McGee; Trustee Mark Patel; Trustee Tim Wheeler; Trustee Aanje Wilkerson, Trustee Patrick Cale; Ex-Officio Non Voting Member: Mike Miller

Absent: None

Staff Present: Marlon Coleman, Executive Director; John Tyler Hammons, Attorney; Avery Frix, President Oxford Productions, Melissa Lee, Grants & Sponsorship Administrator, Demi Smith, Deputy Executive Director of Tourism.

Item 2: Consider approval of Meeting Minutes of January 2024 or take other necessary action. (Evelyn Hibbs, Chairman)

Motion made by Vice Chair Daniel Chepkaukas, seconded by Trustee Aanje Wilkerson.

AYE: Chair; Evelyn Hibbs; Vice Chair Daniel Chepkaukas ; Secretary/Treasury Tracy Cole; Trustee Patrick Cale; Trustee Mike Gragg; Trustee Traci McGee; Trustee Mark Patel; Trustee Tim Wheeler; Trustee Aanje Wilkerson

NAY: None

OTHER: None

The Chairman declared the motion approved.

Item 3: Consider Approval of Financials and Claims for January, February, and March 2024 or take other necessary action. (Secretary/Treasurer Cole)

Motion made by Chairman Evelyn Hibbs to approve financials and claims, seconded by Vice Chair Daniel Chepkaukas.

AYE: Chair Evelyn Hibbs; Vice Chair Daniel Chepkaukas; Secretary/Treasury Tracy Cole; Trustee Mike Gragg; Trustee Traci McGee; Trustee Mark Patel; Trustee Tim Wheeler; Trustee Aanje Wilkerson; Trustee Patrick Cale

NAY:

OTHER: None

The Chairman declared the motion approved.

Item 4: Receive report from Oxford Productions, Inc. on staffing and provide a consent as necessary. (Chair Hibbs)

Motion made by Trustee Aanje Wilkerson to approve the recommended staffing changes seconded by Trustee Traci McGee.

AYE: Chair Evelyn Hibbs; Vice Chair Daniel Chepkaukas; Secretary/Treasury Tracy Cole; Trustee Mike Gragg; Trustee Traci McGee; Trustee Tim Wheeler; Trustee Aanje Wilkerson, Trustee Mark Patel; Trustee Patrick Cale

NAY: None

OTHER: None

The Chairman declared the motion approved.

Item 5. Consider the removal of Daniel Chepkauskas as an authorized signer from all Muskogee Tourism Authority bank accounts and add Evelyn Hibbs as an authorized signer for all Muskogee Tourism Authority bank accounts or take other necessary action. (Secretary/Treasurer Cole)

Motion made by Secretary/Treasurer Cole to approve the changes seconded by Trustee Mike Gragg.

AYE: Chair Evelyn Hibbs; Vice Chair Daniel Chepkaukas; Secretary/Treasury Tracy Cole; Trustee Mike Gragg; Trustee Traci McGee; Trustee Tim Wheeler; Trustee Aanje Wilkerson, Trustee Mark Patel; Trustee Patrick Cale

NAY: None

OTHER: None

The Chairman declared the motion approved.

Item 6: Consider removing Jerri Stoutermire as an authorized signer from all Muskogee Tourism Authority bank accounts and add Marlon Coleman as an authorized signer for all Muskogee Tourism Authority bank accounts or take other necessary action.

Motion made by Trustee Mike Gragg to approve changes, seconded by Trustee Tim Wheeler.

AYE: Chair Evelyn Hibbs; Vice Chair Daniel Chepkaukas; Secretary/Treasury Tracy Cole; Trustee Mike Gragg; Trustee Traci McGee; Trustee Tim Wheeler; Trustee Aanje Wilkerson, Trustee Mark Patel; Trustee Patrick Cale

NAY: None

The Chairman declared the motion approved.

Item 9: Read aloud the amendment to the bylaws, to be voted on at the next regular meeting, or take other necessary action. (Chair Hibbs)

Motion to approve amendment made by Trustee Mike Gragg, seconded by Patrick Cale.

AYE: Chair Evelyn Hibbs; Vice Chair Daniel Chepkaukas; Secretary/Treasury Tracy Cole; Trustee Mike Gragg; Trustee Traci McGee; Trustee Tim Wheeler; Trustee Aanje Wilkerson, Trustee Mark Patel; Trustee Patrick Cale

NAY: None

The Chairman declared the motion approved.

Item 10: Consider approval of fiscal year 24-25 budget request to the City of Muskogee and the Muskogee Redevelopment Authority for carry-over lodging tax funds or take other necessary action. (Chair Hibbs)

AYE: Chair Evelyn Hibbs; Vice Chair Daniel Chepkaukas; Secretary/Treasury Tracy Cole; Trustee Mike Gragg; Trustee Traci McGee; Trustee Tim Wheeler; Trustee Aanje Wilkerson, Trustee Mark Patel; Trustee Patrick Cale

NAY: None

The Chairman declared the motion approved.

Item 11: Receive report from Oxford Productions, Inc. on the operation of the Visit Muskogee Tourism Program and the Roxy Theater or take other necessary action. (Chair Hibbs)

AYE: Chair Evelyn Hibbs; Vice Chair Daniel Chepkaukas; Secretary/Treasury Tracy Cole; Trustee Mike Gragg; Trustee Traci McGee; Trustee Tim Wheeler; Trustee Aanje Wilkerson, Trustee Mark Patel; Trustee Patrick Cale

AYE: Chair Evelyn Hibbs; Vice Chair Daniel Chepkaukas; Secretary/Treasury Tracy Cole; Trustee Mike Gragg; Trustee Traci McGee; Trustee Tim Wheeler; Trustee Aanje Wilkerson, Trustee Mark Patel; Trustee Patrick Cale

NAY: None

OTHER: None

The Chairman declared the motion approved.

Item 7: Consider an Amendment to Resolution #2, or take other necessary action. (Chair Hibbs)

Motion to approve amendment made by Trustee Mike Gragg, seconded by Patrick Cale.

The Chairman declared the motion approved

AYE: Chair Evelyn Hibbs; Vice Chair Daniel Chepkaukas; Secretary/Treasury Tracy Cole; Trustee Mike Gragg; Trustee Traci McGee; Trustee Tim Wheeler; Trustee Aanje Wilkerson, Trustee Mark Patel; Trustee Patrick Cale

NAY: None

OTHER: None

The Chairman declared the motion approved.

Item 8: Consider an amendment of the Advisory Committee Grant Recommendations or take other necessary action. (Chair Hibbs)

Motion made to approve the following recommendations by Trustee Tim Wheeler, seconded by Trustee Mark Patel:

Bedouin Shrine SCSA Convention-approve a grant of $2500
True Roots Cultural Arts-a grant of $500
MLK 50th Celebration & Gala-Grant full amount as requested of $5000
MHS Golf Boosters-approve a grant of $3000
APT Golf approved a grant of sponsorship grant of $5000

NAY: None

The Chairman declared the motion approved.

There being no other business before the Board of Trustees, the Chair declared the meeting adjourned at 5:33 pm.

Evelyn Gibbs Chairman

ATTEST:

Tracy Cole
Secretary/Treasurer

Public Works Committee			**4.**
Meeting Date:	07/08/2024		
Submitted For:	Mike Miller, City Manager	**Initiator:**	Mike Miller, City Manager
Department:	City Manager		
Staff Information Source:			

Information

AGENDA ITEM TITLE:

Receive report on the status of the construction of Grandview Park, and take other necessary action. (Councilors Jaime Stout and Dan Hall)

BACKGROUND:

The project, Grandview park-Trail and Bike Park, is a park renovation to include concrete and primitive trails constructed within an existing park property. The park was previously funded with Land and Water Conservation Funds in the 1970s and is need of redevelopment. The purpose of the proposed project is to transform this park land into a more inclusive park with the opportunity for year-round recreational use and activity.

The Master Plan features a ½ mile paved trail loop, a bike park with a pump track and an adventure playground, both unique to the Muskogee Park system. A primitive trail will add an "off road" element for cyclists, with bike skills elements along the trail. Natural elements (dirt, rock, wood ramps, etc.) will be used in the existing landscape to create a different biking experience for cyclists.

Our desire is to create a destination park and trail that will attract residents in the neighborhoods to the north and south and also visitors from all over town. The covered pavilions with seating, open lawn space, and an adventure playground will enhance this park as well.

The current construction cost estimate is $1,260,000. City of Muskogee has secured a match for both the Recreational Trail Program Application ($240,000) and the Land and Water Conservation Fund Application ($240,000 CIP) to be matched with $480,000 of City Grant match program. In addition, $100,000 from the City of Muskogee Foundation, $100,000 of CIP funds and $100,000 private contribution for the Russell Ruby Family Trust.

Due to the wet conditions of the construction site in late May, the contractor Ascend Commercial Builders, LLC requested to suspend work until drier conditions. Ascend will mobilize back to the site on July 8th to continue their work. A new substantial completion date has yet to be finalized but is expected to be into September.

RECOMMENDED ACTION:

Receive Report

Fiscal Impact

Attachments

No file(s) attached.

Public Works Committee			**5.**
Meeting Date:	07/08/2024		
Submitted For:	Mike Stewart, Public Works	**Initiator:**	Kristal Keim, PW Office Admin II
Department:	Public Works		
Staff Information Source:			

Information

AGENDA ITEM TITLE:

Consider approval to accept a grant from the Oklahoma Department of Environmental Quality (ODEQ), in the amount of $30,000.00 for reimbursement of funds to be expended on a Household Hazardous Waste Collection Event in FY2025, and authorize the City Manager to negotiate and execute a Reimbursement Contract between the ODEQ and the City of Muskogee, or take other necessary action. (Mike Stewart)

BACKGROUND:

City Staff applied for and received a Grant from the Oklahoma Department of Environmental Quality to reimburse the costs of a household hazardous waste collection event in Fiscal Year 2025. The maximum value for the Grant is $30,000.00.

Household Hazardous Waste Collection Events are provided for the residents of the City of Muskogee to assist the citizens to clean up their properties and therefore clean up the City. The event is similar to the Azalea Cleanup, but the City will accept hazardous waste such as paints, oils, and other chemicals that should not be collected with regular municipal waste. This is a great event for the City, which comes at a cost, such as wages, equipment, and ultimately, a disposal contact which has historically been approved by Council. Therefore, the City is pleased to have the opportunity for a reimbursement of $30,000.00.

RECOMMENDED ACTION:

Consider approval

Fiscal Impact

FUNDING SOURCE:

504-6010-430.39-90

Currently, $60,000 is budgeted for 2 Household Hazardous Waste Collection Events annually.

Attachments

Reimbursement Contract

REIMBURSEMENT CONTRACT

This Contract made for the reimbursement of the cost to collect Household Hazardous wastes, electronic wastes, medical phamasuetecals, medical sharps, tires, Alkaline batteries, lithium batteries NiCad batteries, fluorescent light bulbs, CFL, flammable liquids at two one-day collection events for purposes of administering the Oklahoma Solid Waste Management Act by and between the State of Oklahoma, ex.rel. The Department of Environmental Quality hereinafter referred to as "Department" and/or DEQ and City of Muskogee hereinafter referred to as "Contractor". In consideration of the provisions set forth herein; the parties mutually agree to the following provisions and any Addenda attached hereto and incorporated herein; Therefore, in consideration of the foregoing and the mutual Contracts set forth, Contractor and Department agree as follows:

I. STATUTORY AUTHORITY AND EFFECTIVE DATES OF CONTRACT

i. This contract is authorized pursuant to and in accordance with the provisions of Title 74 O.S. §581 and/or Title 74 O.S. §1001 through §1008; and 27A O.S. § 1-3-101 and 27A O.S. § 2-10-202, 27A O.S. §§ 2-3-201, 2-3-202 and 27A O.S. § 2-10-802(C);

ii. DEQ hereby agrees to grant the Contractor funding for reimbursement of expenses related to completion of the project as agreed by both parties, as further described by the scope of work and budget in Attachment A.

iii. In consideration of Contractor's completion of the work described, DEQ shall reimburse Contractor for eligible costs not otherwise reimbursed by another funding source. The maximum value of this Agreement shall not exceed $30,000.00; however, DEQ must be billed for exact cost of the allowable services under this agreement; no overage will be paid.

iv. The Contract shall be in effect for the period from the date the contract is signed by both parties, or the day an
executed Purchase Order has been issued, whichever is later through June 30, 2025.

II. REQUIREMENTS FOR DEQ FUNDS:

i. If equipment purchases are included as part of the project scope it shall be listed along with the work description
of the project on Attachment A.

ii. Records shall be maintained and accounts, including property, personnel and financial records that properly
document and account for all contract funds in conformance with Generally Accepted Accounting Principles (GAAP), which can be found here if needed: https://asc.fasb.org/. Effective control and accountability is maintained for all funds, property and other assets.

iii. Equipment means tangible, non-expendable, personal property having useful life of more than one (1) year and
an acquisition cost of $5,000 or more per unit.

iv. Contractor is responsible for properly maintaining equipment and for obtaining all necessary permits associated
with use.

v. Contractor certifies that equipment proposed for administering this Contract is not already on hand and is required for the operation of the Contract. Equipment acquired with DEQ funds must be used in the program or
project for which it was acquired.

vi. Contractor must maintain records of property acquired with DEQ funds from the date of acquisition through final
disposition. A control system must be developed to ensure adequate safeguards against loss, damage, or theft,
adequate property records must be maintained, and a physical inventory must be completed at least once every
two years.

vii. Contractor may use, manage, and dispose of equipment purchased in accordance with State laws and procedures.
Equipment purchased with DEQ funds may not be offered as collateral in any transactions or sold within three (3)
years from the date of purchase unless otherwise agreed by DEQ.

viii. In consideration of the mutual covenants, Contracts, terms, conditions and provisions hereof, the Parties agree as
follows:

III. COMPLIANCE

i. Contractor agrees to possess and demonstrate compliance with all licenses, certifications, and permits that are
required to lawfully perform the duties under this contract, including but not limited to Department Certification.
Loss of required certification, permit, or license by the Contractor shall automatically terminate this contract.

ii. DEQ reserves the right to request copies of licensure at any time and Contractor agrees to provide proof of
licensure.

iii. The products and services supplied under the Contract shall comply with all applicable Federal, State, and local
laws, including any regulations and rules promulgated by any governmental authorities which are applicable to
the Contract.

iv. Observance of and compliance with these requirements shall be the sole responsibility of Contractor, without
reliance on or direction by Department.

v. The Contract agrees to comply with the State of Oklahoma Contractor Registration Requirements. Requirements
and Registration is available at:
https://www.ok.gov/DCS/Central_Purchasing/Contractor_Registration/index.html

vi. The Contractor certifies that it and all proposed subcontractors, whether known or unknown at the time this
contract is executed or awarded, are in compliance with 25 O.S. §1313 and participate in the Status Verification
System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free
Employee Verification Program (E-Verify) available at https://www.uscis.gov/e-verify.

vii. Termination of Contract shall be based on:

a. TERMINATION FOR CAUSE: The Contractor may terminate the Contract for default or other just cause with a 30-day written request and upon written approval from the Central Purchasing Division. The State may terminate the Contract for default or any other just cause upon a 30-day written notification to the Contractor. The State may terminate the Contract immediately, without a 30-day written notice to the Contractor, when violations are found to be an impediment to the function of an agency and detrimental to its cause, when conditions preclude the 30-day notice, or when the State Purchasing Director determines that an administrative error occurred prior to Contract performance. If the Contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.

b. TERMINATION FOR CONVENIENCE: The State may terminate the Contract, in whole or in part, for convenience if the State Purchasing Director determines that termination is in the State's best interest.

The State Purchasing Director shall terminate the Contract by delivering to the Contractor a Notice of Termination for Convenience specifying the terms and effective date of Contract termination. The Contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by the State Purchasing Director. If the Contract is terminated, the State shall be liable only for products and/or services delivered and accepted, and for costs and expenses (exclusive of profit) reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the Contractor.

IV. COMPENSATION AND APPROPRIATIONS

i. COMPENSATION: In consideration of the faithful performance by the Contractor of the services identified in the
Statement of Work and in conformity with the administrative procedures set forth herein, the Department agrees
to compensate Contractor an amount not to exceed thirty thousand Dollars | $30,00.00 unless amended in writing and approved by Contractor and Department. Compensation may be less than that requested in Contractor’s application.

ii. INVOICES AND PAYMENTS Invoices shall be submitted monthly along with monthly progress reports. Upon
submission of an accurate and proper invoice, the invoice shall be paid in arrears after products have been delivered or services provided and in accordance with applicable law. Invoices shall contain the purchase order
number, a description of the products delivered, or services provided, and the dates of such delivery or provision
of services. An invoice is considered proper if sent to the proper recipient and goods or services have been received. State Acquisitions are exempt from sales taxes and federal excise taxes. Pursuant to 74 O.S. §85.44(B),
invoices will be paid in arrears after products have been delivered or services provided. Payment terms will be
net 45. Interest on late payments made by the State of Oklahoma is governed by 62 O.S. § 34.72. Additional terms
which provide discounts for earlier payment may be evaluated when making an award. Any such additional terms
shall be no less than ten (10) days increasing in five (5) day increments up to thirty (30) days. The date from which
the discount time is calculated shall be the date of a proper invoice.

iii. TAX EXEMPTION: State agency acquisitions are exempt from sales taxes and federal excise taxes. Contractors
shall not include these taxes in price quotes.

iv. APPROPRIATIONS: The terms of any Contract resulting from any Purchase Order issued for multiple years under
the Contract are contingent upon sufficient appropriations being made by the Legislature or other appropriate
government entity. Notwithstanding any language to the contrary in the solicitation, purchase order, or any other
Contract document, the procuring agency may terminate its obligations under the Contract if sufficient appropriations are not made by the Legislature or other appropriate governing entity to pay amounts due for multiple year Contracts. The Requesting (procuring) Agency's decisions as to whether sufficient appropriations
are available shall be accepted by the contractor and shall be final and binding This contract is made subject to
the availability of State and/or Federal funds and if such funds become unavailable during the term of this contract, then this Contract may be immediately reduced or terminated by the Department.

V. GENERAL PROVISIONS

i. PROVISIONS BINDING: The provisions of this Contract shall be binding on and ensure to the benefit of the
Department and the Contractor and their respective successors and permitted assigns.

ii. ASSIGNMENT AND SUBCONTRACTING: This Contract may not be assigned without written approval from the
Department. If approved, the assignment is subject to the terms of this contract or grantor agency; and, if the
source of funding is federal, subcontractor is also subject to sub-recipient terms and conditions of that funding.
The Contractor shall not engage in any subcontract to provide the services herein without prior written approval

of the Department. If approved, the Contractor shall be liable for any act of the subcontractor, including any act
that constitutes a breach of this contract. An approved subcontractor shall be subject to the terms of this contract
or grantor agency. Any subcontracts shall be terminated if a conflict of interest arises between the subcontractor
and the Department.

iii. FORCE MAJEURE: Performance may be suspended by either party in case of an Act of God, war, riots, fire,
explosion, strike, injunction, inability to obtain fuel, labor, or transportation, accident, national defense
requirement, or any cause beyond the control of such party, which prevents the performance of such party. In the
event of any of the aforementioned circumstance, Contractor shall be obligated to provide for and Department
to pay for only such services as are actually rendered.

iv. AFFIRMATION OF STATE EMPLOYMENT: Contractor, by execution of this Contract, acknowledges and affirms that
he/she (1) is not a current employee of the Department, an agency of the State of Oklahoma and (2) has not been
an employee of the Department, an agency of the State of Oklahoma within the twelve (12) months next preceding
the effective date of this Contract.

v. INDEPENDENT CONTRACTOR: In the performance of all services rendered under this Contract, Contractor shall act
solely as an independent contractor and nothing herein shall at any time be construed so as to create the
relationship of employer and employee, partnership, principal and agent, or joint venture between the parties,
and accordingly shall not be eligible for rights or benefits accruing to state employees.

vi. AUDIT AND RECORDS CLAUSE: As used in this clause, records include books, documents, accounting procedures
and practices, and other data, regardless of type and regardless of whether such items are in written form, in the
form of computer data or in any other form. In accepting any contract with the State, the contractor agrees

any
pertinent State or Federal agency will have the right to examine and audit all records relevant to the execution of
the resultant contract. The contractor is required to retain all records and supporting documentation relative to
this contract for the duration of the contract term and a period of seven years following completion and/or termination of the contract. If an audit, litigation, or other action involving such records is started before the end
of the seven-year period, the records are required to be maintained for seven years from the date that all issues
arising out of the action are resolved or until the end of the seven-year retention period, whichever is later. Contractor agrees the review of all records as they relate to the performance of professional services are to be
subject to examination by the Department, the State Auditor and Inspector and the State Purchasing Director.

vii. NO GRANT OF AUTHORITY: Nothing herein shall be construed as conferring upon Contractor the authority to
assume or incur any liability or any obligation of any kind, express or implied, in the name of or on behalf of the
Department, and Contractor agrees not to assume or incur any such liability or obligation without the prior express
written consent of the Department.

viii. NO OTHER CONTRACT: Contractor certifies and warrants that it has entered into no other Contract that would
prevent performance of the services agreed to herein on the terms and conditions stated. Contractor further certifies and warrants that no such Contract will be entered into during the pendency of this Contract.

ix. ENTIRE CONTRACT: This Contract, along with any quotes, the purchase order, change orders if applicable,
amendments if applicable, and other attachments or supporting documentation constitutes the entire Contract
and understanding between the parties with respect to the matters contained herein and supersedes all other
Contracts between and representations by the parties with respect to such matters.

x. AMENDMENT AND MODIFICATION: No oral statement of any person shall modify or otherwise affect

the terms,
conditions, or contract stated in the solicitation. All amendments to the solicitation shall be made in writing by
the Agency. The Contract is issued under the authority of the State Purchasing Director who signs the Contract.
The Contract may be modified only through a written Addendum, signed by the State Purchasing Director and the
Contractor. Any change to the Contract, including but not limited to the addition of work or materials, the revision

of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized
by the Agency in writing, or made unilaterally by the Contractor, is a breach of the Contract. Unless otherwise
specified by applicable law or rules, such changes, including unauthorized written Addendums, shall be void and
without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.
No oral statement of any person shall modify or otherwise affect the terms, conditions, or contract stated in the
resultant Contract.

xi. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS: The prospective
primary participant and any subcontractor certifies to the best of their knowledge and belief, that they and their
principals or participants: A.) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or local department or agency; B.) Have not within a three-
year period preceding this proposal been convicted of or pled guilty or had a civil judgment rendered against them
for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a
public (Federal, State or local) contract; or for violation of Federal or State antitrust statutes or commission of
embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving
stolen property; C.) Are not presently indicted for or otherwise criminally or civilly charged by a governmental
entity (Federal, State, or local); D.) Have not within a three-year period preceding this application/proposal had
one or more public (Federal, State, or local) contracts terminated for cause or default.

xii. NOTICES: Any notice hereunder to be given by either party to the other shall be in writing and shall be effective
when received.

xiii. NO WAIVER: Waiver by the Department of any breach of any provision of this Contract by Contractor shall not
operate or be construed as a waiver of any subsequent breach by Contractor.

xiv. SEVERABILITY: The Contracts and covenants contained herein are severable, and in the event any of them shall be
held to be invalid by a court of competent jurisdiction, this Contract shall be interpreted as if such invalid Contracts
or covenants were not contained herein.

xv. CHOICE OF LAW: Any claims, disputes, or litigation relating to the solicitation, or the execution, interpretation,
performance, or enforcement of the Contract shall be governed by the laws of the State of Oklahoma.

xvi. CHOICE OF VENUE: Venue for any action, claim, dispute or litigation relating in any way to the Contract shall be in
Oklahoma County, Oklahoma.

xvii. INDEMNIFICATION: The Contractor shall obtain and retain insurance, including workers' compensation,
automobile insurance, medical malpractice if appliable, and general liability insurance of no less than $1,000,000.00 to adequately compensate persons for injury to their person or property occasioned by an act of
negligence by the Contractor, its agents, employees or the like. Contractor may not cancel or transfer the policy
without giving the State thirty (30) days written notice prior to the cancellation or transfer. The Contractor shall
timely renew the policies to be carried pursuant to this section throughout the term of the contract and provide
the State with evidence of such insurance and renewals upon request. Notice of Self Insurance can also constitute
policies and shall be provided for proof at the beginning of any renewal. Contractor shall be entirely responsible
during the existence of the Contract for the liability and payment of taxes payable by or assessed to Contractor or
its employees, agents and subcontractors of whatever kind, in connection with the Contract. Contractor further
agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages,
taxes, insurance, and Workers' Compensation. Neither Customer nor the State shall be liable to the Contractor,

its employees, agents, or others for the payment of taxes or the provision of unemployment insurance and/or
Workers' Compensation or any benefit available to a State or Customer employee. The Policy Certificate Holder
shall be listed as State of Oklahoma Department of Environmental Quality 707 N. Robinson | Post Office Box 1677
Oklahoma City, Oklahoma 73101-1677 on all insurance certificates.

xviii. DELIVERY: F.O.B. DESTINATION: Delivery, Inspection and Acceptance: Unless otherwise specified in the contract documents, all deliveries shall be F.O.B. Destination. The Contractor(s) awarded the Contract shall prepay all packaging, handling, shipping and delivery charges and firm prices quoted in the bid shall include all such charges.

All products and/or services to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the State at destination. "Destination" shall mean delivered to the receiving dock or other point specified in the purchase order. The State assumes no responsibility for goods until accepted by the State at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the Contractor until accepted by the receiving agency. The Contractor(s) awarded the Contract shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance. Contractor(s) awarded the Contract shall be required to deliver products and services as bid on or before the required date.

Deviations, substitutions or changes in products and services shall not be made unless expressly authorized in writing by the Agency.

xix. COMPLIANCE WITH THE OKLAHOMA TAXPAYER AND CITIZEN PROTECTION ACT OF 2007: The Contractor certifies that they, and any proposed subcontractors, are in compliance with 25 O.S. 1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security and available at www.dhs.gov/E-Verify.

xx. COMPLIANCE WITH APPLICABLE LAWS: The products and services supplied under the Contract shall comply with all applicable Federal, State, and local laws, and the Contractor shall maintain all applicable licenses and permit requirements.

xxi. MONITORING AND FINANCIAL COMPLIANCE REVIEW: DEQ, through any authorized representative, has the

authority, at reasonable times, to inspect, investigate or otherwise evaluate the services performed under this
Contract and financial transactions related thereto. Such inspections, investigations or evaluations may be conducted on the premises where the services are being performed. If any inspection, investigation or evaluation
is conducted by DEQ, Contractor shall provide all reasonable assistance necessary. All inspections, investigations
or evaluations shall be performed in such manner as will not unduly interfere with the Contractor's performance
of the services. DEQ shall have access to and the authority to examine and copy all records related to this Contract
and the services to be provided under it at any time during the period such records are required to be maintained
or retained by the Contractor. DEQ will not impose an unreasonable administrative burden on Contractor. Contractor shall establish and maintain confidential files or otherwise make such files available at the service
delivery site for all program personnel and service recipients.

xxii. UNALLOWABLE COSTS: In the event any audit, audit resolution, review, monitoring, or any other oversight results
in the determination that Contractor has expended DEQ funds on unallowable costs on this or any previous Contract, Contractor shall reimburse DEQ in full for all such costs on demand. DEQ may, at its sole discretion,
deduct and withhold such amounts from subsequent payments to be made to the Contractor under this or other
contracts.

xxiii. APPEAL: In the event any audit resolution, review, monitoring, or oversight results in the determination that DEQ
has overpaid the Contractor for this or any previous Contract, Contractor has a right to file a written appeal to the
DEQ Executive Director. DEQ will consider the appeal before final action or reimbursement is sought by DEQ.
Payments under the Contract will continue while the appeal is pending unless the Contract is otherwise terminated.

xxiv. Proper Invoice: An invoice is considered proper if sent to the proper recipient and goods or services have been
received. Contractor shall invoice DEQ monthly for the costs specified within the contract and/or purchase

orders.
The proper recipient of invoices is DEQ Accounts Payable. Invoices shall be sent to: Oklahoma Department of
Environmental Quality Attention: Accounts Payable P.O. Box 1677 Oklahoma City, Oklahoma 73101-1677
or

mailto: AccountsPayable@deq.ok.gov . Failure to comply may result in late payments. Invoices shall contain the

xxv. Unauthorized Obligation: At no time during the performance of this contract shall the vendor have the authority to obligate DEQ for payment of any goods or services over and above the awarded contract. If the need arises for goods or services over and above the awarded contract for this project, vendor shall cease the project and contact the DEQ contract administrator for approval prior to proceeding. All work performed without an Executed Notice to Proceed and Purchase Order is an Unauthorized Obligation in which the agency will not be liable for.

In witness whereof, this Contract, consisting of fourteen (14) pages has been executed and delivered effective as of the
date first above written.

Electronic Signature page will replace this page if applicable.

City of Muskogee

PO Box 1927

Muskogee, OK 74402

Signature of Authorized Representative

Printed Name of Authorized Representative

Title of Authorized Representative

State of Oklahoma

Oklahoma Department of

Environmental Quality

707 N. Robinson, P.O. Box 1677, Oklahoma City,
Oklahoma, 73101-1677

Signature of Authorized Representative

Printed Name of Authorized Representative

Title of Authorized Representative

Attachment A: Application

Community Based Environmental Protection Projects

Oklahoma Department of Environmental Quality

Request to Enter Contract for Reimbursement

Collection Event Grant Application FY25

The Oklahoma Department of Environmental Quality (DEQ) has the jurisdictional area of environmental responsibility over the prevention, control and abatement of pollution caused by solid waste which presents a threat to human health or the environment, under provisions of 27A O.S. § 1-3-101 and 27A O.S. § 2-10-202; and

The Executive Director of DEQ is authorized under the provisions of 27A O.S. §§ 2-3-201 and 2-3-202 to enter into contracts for the purpose of carrying out any of the purposes, objectives or provisions of the Environmental Quality Code, Title 27A of the Oklahoma Statutes, for which DEQ has jurisdiction.

DEQ is authorized under the provisions of 27A O.S. § 2-10-802(C) to expend funds and enter into contracts with units of local government and political subdivisions of this State for purposes of administering the Oklahoma Solid Waste Management Act.

DEQ does not reimburse for buildings, vehicles, laptops, or drones.

Grant money is not guaranteed. Funding is limited. DEQ’s ability to fund requests to local governments is entirely dependent on the amount of money available to DEQ to issue grants.

Basic Information:

• Grants are provided on a reimbursement basis.
• Grantees must enter into a formal Agreement with DEQ as vendors. Until a fully executed Agreement and Purchase Order are issued, no funds are available. Funds spent prior to a formal Agreement and Purchase Order are not reimbursable.
• All awarded funding must be spent in the fiscal year granted.
• Agreements expire June 30, 2025.
• Final invoices are due by August 31, 2025. Invoices submitted after August 2025 may not be reimbursed.

Process for Receiving Funds

1. Submit application.
2. DEQ reviews application. Discussion between DEQ and applicant may occur at this time. Applicant sends revised Scope of Work and Budget to DEQ, if necessary.
3. DEQ writes formal Agreement and sends through state's procurement process for approval.
4. DEQ sends applicant formal Agreement to sign and return, electronically.
5. DEQ signs, then sends an electronic copy of fully executed Agreement and Purchase Order to applicant.
6. Applicant may now begin to spend funds intended for reimbursement. Funds spent prior to a fully executed Agreement and Purchase Order (between steps 1-5) are not reimbursable.
7. Applicant sends invoices and monthly reports to DEQ.
8. DEQ Reimburses invoices within 45 days.

For more information and application deadlines, visit the DEQ website at https://www.deq.ok.gov/land-protection-division/waste-management/solid-waste/funding-opportunities-for-community-based-environmental-protection-projects/.

Application Submittal Instructions

Return by e-mail to SWGrants@deq.ok.gov with the subject line,

"[Organization] FY25 [grant type] Grant Application DEQ"

e.g., Oklahoma County FY25 Equipment Grant Application DEQ

Or send a hard copy to:

Oklahoma Department of Environmental Quality

Attn: Libby McCaskill, Land Protection Division

P.O. Box 1677

Oklahoma City, OK 73101-1677

Phone: 405-702-5100

Fax: 405-702-5101

Collection Event Grant

Collection event grants are for hosting the collection of household hazardous waste (HHW) and typically also
include the collection of electronic waste (e-waste), tires, unwanted residential pharmaceuticals, and used medical sharps, scrap metal, and/or other difficult-to-manage waste streams. These grants are typically provided for one, or a series of, discrete collection events.

• The contractor shall use an R2 or e-Steward certified electronics recycler. Contractor shall utilize vendors that are compliant with DEQ rules.
o Find a Recycler - e-Stewards
o Find An R2 Certified Facility - SERI - Sustainable Electronics Recycling International
o Often, HHW collection services partner with a certified electronics recycler

• The contractor shall coordinate with the Oklahoma Bureau of Narcotics for coordination on pharmaceuticals.
o Beau Ratke: (918) 446-1616: BRatke@Obn.ok.gov

• Used tires may be collected for recycling for free using DEQ's Tire Program.
o Kole Kennedy: (405) 702-5177: Kole.Kennedy@deq.ok.gov

• The contractor shall ensure medical sharps are safely collected and properly disposed. This can be done through coordination with the HHW collection vendor and a regulated medical waste disposal facility. Sharps collection may also be arranged directly through appropriate vendors. For a list of sharps disposal vendors that service Oklahoma, see Figure 4 on page 23 of the Oklahoma Meds and Sharps Disposal Committee's (OMSDC) "Building a Municipal Program for Home-Generated Medical Sharps" guide. You can find the guide on the OMSDC website: Safe Disposal of Pharmaceuticals and Medical Sharps in Oklahoma (oksafemeddisposal.org)-
• After each collection event, the contractor shall provide an invoice including a description of the event, photos, and the types and amounts of waste collected.

Oklahoma Clean Community

If you collect tires at a collection event, you may be eligible to become an Oklahoma Clean Community.

For more information, e-mail okcleancommunity@deq.ok.gov. Find the application here: 2020_CleanCommunity_Application.pdf (ok.gov)

Collection Event Grant Application FY25

The following information must be provided before a contract for reimbursement will be considered. Scoring will be based on the following categories: types of materials being collected, environmental improvement, feasibility, collaboration, scope of work, budget, quality of proposal, and past performance, if applicable. This form has been prepared to be applicable to a wide range of projects and as a result some of the questions
may not seem directly applicable to what you propose. Please answer the questions to the best of your ability based on the information you have.

February 22nd 2024

1. Date:

Name of entity that reimbursements will be issued to:

City of Muskogee

30,000

2. Dollar amount being requested:

3. Contact information

Name/Title:

Abigail Wright, environmental Technician

Phone Number:

918-684-6239

E-mail Address:

awright@msukogeeonline.org

4. Signatory Authority with legal authority to sign contract with DEQ:

Name/Title:

Mike Miller, City Manager

Phone Number:

918-682-6602

E-mail Address:

mmiller@muskogeeonline.org

5. Addresses

The contract will be sent here for signature (name and e-mail):

Mike Miller mmiller@muskogeeonline.org

Reimbursements will go to this mailing address:

PO Box 1927

Muskogee, OK 74402

6.

How did you hear about DEQ's
Solid Waste Management
Grant Program?

Via email

7. Project Description. Answer each question in its answer box to the right.

Environmental Improvement

Question

Answer

a. What type of solid waste will be collected: HHW, electronic waste, medical pharmaceuticals, medical sharps, tires, scrap metal, others?

Household Hazardous wastes, electronic wastes, medical phamasuetecals, medical sharps, tires, Alkaline batteries, lithium batteries NiCad batteries, fluorescent light bulbs, CFL, flammable liquids.

b. When do you anticipate holding the event(s)? Please provide an estimated time of year, or specific date.

The city of Muskogee will hold the events on June 8 and October 12 2024. Muskogee holds these type of events in June and October every year.

c. Describe your plans for advertising the event(s).

We put a water bill insert into the water bills to advertise for both events. We also put up signs for the events around the city at intersections for people to see.

d. Who will be served by the program: municipalities, counties, region, population estimate?

The City of Muskogee will benefit with a population of around 40,000 people. The HHW events are for Citizens of Muskogee only.

Cost

Question

Answer

e. What is the total cost of this program?

Approximately 30,000 is spent on each HHW event. This does not include city personnel who work at the event.

f. Are you partnering with anyone else to implement this program? To make more efficient use of limited dollars DEQ will prioritize applications that propose partnerships and collaboration.

We Partner with Waste Management who holds free dump days for regular household trash on the same day as our HHW events. We also Partner with Muskogee Police department who collects Pharmaceuticals and sharps from residents at our event.

g. Have you received a previous grant from the DEQ? If yes, what years, what dollar amount of funding was provided, and how much of that funding did you spend?

Yes, we received a collection grant in 2021 for $30,000 and we spent around 36,312.30 on the event. We also received an equipment reimbursement grant for $39,072 for FY 24 that is in the process of being used. .

Scope of Work & Budget

Question

Answer

h. Detailed scope

The City of Muskogee partners with Clean earth to collect household hazardous wastes and electronics. We also use ODEQ's Tire Recycling program. Our Police department collects pharmaceuticals and sharps for proper disposal. Please see attached invoice for the cost of the last event and Manifest of what HHW was accepted.

Additional Information

Question

Answer

i. Is there any other information that you would like to share?

Thank you for your consideration.

Public Works Committee **6.**

Meeting Date: 07/08/2024

Initiator: Tammy Tracy, City Clerk

Department: City Clerk

Staff Information Source: Councilor Shirley Hilton-Flanary

Information

AGENDA ITEM TITLE:

Consider the reappointment of Councilor Jaime Stout to the City of Muskogee Foundation Board, to serve a full two (2) year term, beginning August 1, 2024, and ending on July 31, 2026, or take other necessary action. (Councilor Shirley Hilton-Flanary)

BACKGROUND:

In August 2024, Councilor Jaime Stout was appointed to fill the unexpired term of Councilor Alex Reynolds upon his departure from City Council. This term expires July 31, 2024. Councilor Stout is eligible for reappointment for a full two (2) year term. This is for one of two seats designated on the Foundation Board of Directors that are reserved for City Councilors.

RECOMMENDED ACTION:

Approve the appointment.

Fiscal Impact

Attachments

No file(s) attached.
