

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

Council Rules of Decorum limit citizen comments on agenda items and public hearings to five (5) minutes and general comments for non-agenda items to three (3) minutes. Any person desiring to address the Council during such period is required to sign in with the City Clerk prior to the Council meeting between 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 MUSKOGEE CITY COUNCIL SEPTEMBER 22, 2025

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**

ROLL CALL

**APPROVAL OF MINUTES: CITY COUNCIL SPECIAL CALL SESSION AUGUST 11, 2025,
REGULAR SESSION AUGUST 25, 2025, AND SPECIAL CALL SESSION SEPTEMBER 2, 2025, OR
TAKE OTHER NECESSARY ACTION.**

CONSENT AGENDA

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

1. Approval of claims for all City departments August 6, 2025, through August 29, 2025, or take other necessary action.
2. Approval to purchase one (1) 2026 Ram 5500 Crew Cab, with utility bed and headache rack, for the amount \$76,769.00, from John Vance Motors via State Contract, No. SW-035, or take other necessary action. (Mike Stewart)

3. Approval to authorize the acceptance of real property, reverting property from Judy Hoffman to the City of Muskogee, or take other necessary action. (Katrina Bodenhamer)

REGULAR AGENDA

4. Hold a Public Hearing and consider approval of the Re-Plat for the Highway 69 Outlet Inc., Omega Walmart Addition development, consisting of 1.78 acres, or take other necessary action. (Sarah Winkle)
5. Consider approval of Ordinance No. 4274-A, an Ordinance of the City of Muskogee, amending Chapter 78, Traffic and Vehicles, Article XVII, Pedestrians, by adding Section 78-657, Definitions, and Section 78-658, Sitting, Lying Upon, or Standing in or Adjacent to a Roadway, adding repeater, severability, and setting an effective date, providing further direction to Staff, or take other necessary action. (Councilor Tracy Hoos)
6. Discuss and consider approval of Resolution No. 3054, a Resolution of the City of Muskogee, amending Appendix A, pertaining to the Schedule of Fees and Charges, adding a fine of \$150.00 for sitting, lying upon, or standing in or adjacent to a roadway, pursuant to Ordinance No. 4274-A, or take other necessary action. (Councilor Tracy Hoos)
7. Consider approval of Resolution No. 3055, approving a Resolution by the Trustees of the Muskogee County Public Safety Authority authorizing the issue of revenue bonds in the amount of \$43,000,000.00, selling the bonds at a discount, and waiving the competitive bidding act for the purpose of funding the acquisition of sites for, and construction of, the public safety building, or take other necessary action. (Katrina Bodenhamer)
8. Consider approval to accept the deed and transfer of real property, designated as "E" on the attachment, located on Okmulgee Avenue, to the City of Muskogee, Oklahoma, from the Muskogee County Public Safety Authority, or take other necessary action. (Katrina Bodenhamer)
9. Consider approval for the Muskogee Police Department to accept a donation from the Muskogee Citizens Police Alumni Association of a police K-9, in the amount of \$8,500.00, or take other necessary action. (Johnny Teehee)
10. Consider approval to execute a Mutual Aid Agreement between the Muskogee Fire Department and the Tahlequah Fire Department, or take other necessary action. (Chief Jody Moore)
11. Consider approval to authorize the City Manager to negotiate and execute an amendment to an existing contract between Cook Construction, Port Muskogee, and City of Muskogee and all other appropriate parties for the Southside Industrial Park Sewer Line Project or take other necessary action. (Mike Stewart)

12. Consider approval of the appointment of Councilor Mike Brawley to serve on the War Memorial Trust Authority, beginning October 1, 2025, and commensurate with his term on the City Council, replacing Councilor Dan Hall, or take other necessary action. (Councilor Melody Cranford)
13. Consider approval of the appointment of Angela Wilson to the Street Improvement Advisory Board to fill the expiring term of Lori Thompson, beginning October 1, 2025, and ending on September 30, 2030, or take other necessary action. (Councilor Melody Cranford)
14. Consider approval of the appointment of James Gulley to the Street Improvement Advisory Board to fill the expiring term of Ann Barker-Ong, beginning November 1, 2025, and ending on October 31, 2030, or take other necessary action. (Councilor Dan Hall)

RECOGNIZE CITIZENS WISHING TO SPEAK TO THE MAYOR AND COUNCIL.

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

ADJOURN

Regular City Council

1.

Meeting Date: 09/22/2025
Initiator: Jennifer Sharp, Admin II
Department: City Clerk
Staff Information Source:

Information

AGENDA ITEM TITLE:

APPROVAL OF MINUTES: CITY COUNCIL SPECIAL CALL SESSION AUGUST 11, 2025, REGULAR SESSION AUGUST 25, 2025, AND SPECIAL CALL SESSION SEPTEMBER 2, 2025, OR TAKE OTHER NECESSARY ACTION.

BACKGROUND:

RECOMMENDED ACTION:

Fiscal Impact

Attachments

08112025 SPCCMIN
08252025 ccmin
09022025 specmin

MINUTES

OF THE CITY COUNCIL OF THE CITY OF MUSKOGEE, OKLAHOMA MET IN A SPECIAL CALL SESSION IN COUNCIL CHAMBERS OF CITY HALL AUGUST 11, 2025

The City Council of the City of Muskogee, Oklahoma, met in a Special Call Session at 5:30 p.m., on August 11, 2025, in Council Chambers, Municipal Building, 229 W. Okmulgee Ave., Muskogee, Oklahoma, with Deputy Mayor Derrick A. Reed presiding.

Meeting was called to order by Deputy Mayor Derrick A. Reed, and the City Clerk called the roll as follows:

Present: Derrick Reed, Deputy Mayor; Jaime Stout, Councilmember; Tracy Hoos, Councilmember; Shirley Hilton-Flanary, Councilmember; Melody Cranford, Councilmember; Dan Hall, Councilmember; Tom Martindale, Councilmember; Mike Brawley, Councilmember

Absent: Patrick Cale, Mayor

Staff Present: Kendal Francis, City Manager; Katrina Bodenhamer, City Attorney; Tammy L. Tracy, City Clerk; Avery Rigney, Assistant Public Works Director; Sarah Winkle, City Planner; Kenna Terrell, Deputy City Clerk; Keri Spencer, Assistant City Attorney; Chad Farmer, Deputy Police Chief; Jeff Reeves, Project Manager

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

Councilmember Shirley Hilton-Flanary left the meeting at 6:26 p.m.

Motion was made by Councilmember Tracy Hoos, seconded by Councilmember Tom Martindale to approve to enter into Executive Session.

AYE: Deputy Mayor Derrick Reed, Councilmember Jaime Stout,
Councilmember Tracy Hoos, Councilmember Melody Cranford,
Councilmember Dan Hall, Councilmember Tom Martindale,
Councilmember Mike Brawley

Carried - Unanimously

Council convened into Executive Session at 6:28 p.m.

Councilmember Shirley Hilton-Flanary returned to the meeting at 6:29 p.m.

Council returned to Regular Session at 6:39 p.m.

Meeting was called to order by Deputy Mayor Derrick A. Reed, and the City Clerk called the roll as follows:

Present: Derrick Reed, Deputy Mayor; Jaime Stout, Councilmember; Tracy Hoos, Councilmember; Shirley Hilton-Flanary, Councilmember; Melody Cranford, Councilmember; Dan Hall, Councilmember; Tom Martindale, Councilmember; Mike Brawley, Councilmember

Absent: Patrick Cale, Mayor

- a (No Action) Pursuant to Section 307B.4, Title 25, Oklahoma Statutes, consider convening in Executive Session to discuss the lawsuit styled, Polaris Technologies, Inc. v. The City of Muskogee, CV-2025-4570, filed in the District Court in and for Muskogee County, Oklahoma, and if necessary, take appropriate action in Open Session. (Katrina Bodenhamer)
- b (No Action) Pursuant to Section 307 B.3, Title 25, Oklahoma Statutes, consider convening in Executive Session to confer on matters pertaining to an appraisal and possible purchase of property located in downtown Muskogee and if necessary, take appropriate action in Open Session. (Katrina Bodenhamer)

DERRICK A. REED, DEPUTY MAYOR

TAMMY L. TRACY, CITY CLERK

MINUTES

OF THE CITY COUNCIL OF THE CITY OF MUSKOGEE, OKLAHOMA, MET IN REGULAR SESSION IN COUNCIL CHAMBERS OF CITY HALL AUGUST 25, 2025

The City Council of the City of Muskogee, Oklahoma, met in Regular Session at 5:30 p.m., on August 25, 2025, in Council Chambers, Municipal Building, 229 W. Okmulgee Ave., Muskogee, Oklahoma, with Mayor W. Patrick Cale presiding.

Meeting was called to order by Mayor W. Patrick Cale and the Deputy City Clerk called the roll as follows:

Present: Mayor Patrick Cale; Deputy Mayor Derrick Reed; Councilmember Jaime Stout; Councilmember Tracy Hoos; Councilmember Shirley Hilton-Flanary; Councilmember Melody Cranford; Councilmember Dan Hall; Councilmember Tom Martindale; Councilmember Mike Brawley

Staff Present: Kendal Francis, City Manager; Katrina Bodenhamer, City Attorney; Kenna Terrell, Deputy City Clerk; Mike Stewart, Public Works Director; Avery Rigney, Assistant Public Works Director; Sarah Winkle, City Planner; Johnny Teehee, Police Chief; Tera Shows, Assistant City Manager; Schuyler Carter, Associate Planner; Morgan Waters, Office Administrator; Keri Spencer, Assistant City Attorney; Maggie Eaton, Human Resources Director

APPROVAL OF MINUTES: CITY COUNCIL SPECIAL CALL SESSION JULY 14, 2025, AND REGULAR SESSION JULY 28, 2025, OR TAKE OTHER NECESSARY ACTION.

Motion was made by Councilmember Tracy Hoos, seconded by Councilmember Dan Hall to approve Minutes: City Council Special Call Session July 14, 2025, and Regular Session July 28, 2025.

AYE: Mayor Patrick Cale, Deputy Mayor Derrick Reed, Councilmember Jaime Stout, Councilmember Tracy Hoos, Councilmember Shirley Hilton-Flanary, Councilmember Melody Cranford, Councilmember Dan Hall, Councilmember Tom Martindale, Councilmember Mike Brawley

Carried - Unanimously

CONSENT AGENDA

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

Motion was made by Councilmember Tracy Hoos, seconded by Councilmember Shirley Hilton-Flanary to approve Consent Agenda Items one (1) through eight (8).

AYE: Mayor Patrick Cale, Deputy Mayor Derrick Reed, Councilmember Jaime Stout, Councilmember Tracy Hoos, Councilmember Shirley Hilton-Flanary, Councilmember Melody Cranford, Councilmember Dan Hall, Councilmember Tom Martindale, Councilmember Mike Brawley

Carried - Unanimously

- 1 Approval of final payment to Cook Consulting, LLC, in the amount of \$151,414.45, for the Smith Ferry Detention Pond, Project No. 2023007, or take other necessary action. (Mike Stewart)
- 2 Approval of the purchase of one (1) 550 Jet Vac, 1000 CFM, 4" Bauer, No Boom, from Contractor Solutions, in the total amount of \$98,468.00, per Sourcewell Contract #101221, or take other necessary action. (Mike Stewart)
- 3 Approval of an honorary street name for "Rougher Road", designating the area located on East Shawnee Road, extending from North York Street to North Country Club Road, as "Rougher Road," or take other necessary action. (Mike Stewart)
- 4 Approval of the reappointment of Coni Wetz to the Historic Preservation Commission, serving a full three (3) year term, beginning September 1, 2025, and ending August 31, 2028, or take other necessary action. (Councilor Mike Brawley)
- 5 Approval of the reappointment of Latisha Dawkins to the Martin Luther King Community Trust Authority, to serve a second five (5) year term beginning August 1, 2025, and ending on July 31, 2030, or take other necessary action. (Councilor Shirley Hilton-Flanary)
- 6 Approval of the reappointment of Patrick Herriman to the Urban Renewal Authority, to serve a full three (3) year term, beginning September 1, 2025, and ending August 31, 2028, or take other necessary action. (Councilor Shirley Hilton-Flanary)
- 7 Approval of the appointment of Linda Stowers to the Planning and Zoning Commission, filling the expired term of Judith Hoffman, beginning August 1, 2025, and ending July 31, 2028, or take other necessary action. (Councilor Melody Cranford)

- 8 Approval of the reappointment of Fred Hogle to the Muskogee City-County Port Authority and Muskogee City-County Trust Port Authority, to serve a four (4) year term beginning September 1, 2025, and ending August 31, 2028, or take other necessary action. (Mayor W. Patrick Cale)

REGULAR AGENDA

- 9 (Tabled) Consider approval of claims for all City departments from July 5, 2025, through August 1, 2025, or take other necessary action.

Motion was made by Councilmember Tracy Hoos, seconded by Councilmember Mike Brawley to table Agenda Item #9 until the Special Call City Council Meeting on September 9, 2025.

AYE: Mayor Patrick Cale, Deputy Mayor Derrick Reed, Councilmember Jaime Stout, Councilmember Tracy Hoos, Councilmember Shirley Hilton-Flanary, Councilmember Melody Cranford, Councilmember Dan Hall, Councilmember Tom Martindale, Councilmember Mike Brawley

Carried - Unanimously

- 10 Receive presentation of the Financial Audit for The City of Muskogee Foundation for FY2024-2025, and take other necessary action. (Kendal Francis)

Nancy Gaden presented the Financial Audit for The City of Muskogee Foundation.

Motion was made by Councilmember Jaime Stout, seconded by Councilmember Shirley Hilton-Flanary to approve to receive the report presented by The City of Muskogee Foundation.

AYE: Mayor Patrick Cale, Deputy Mayor Derrick Reed, Councilmember Jaime Stout, Councilmember Tracy Hoos, Councilmember Shirley Hilton-Flanary, Councilmember Melody Cranford, Councilmember Dan Hall, Councilmember Tom Martindale, Councilmember Mike Brawley

Carried - Unanimously

- 11 Hold a Public Hearing and take action on the approval of Resolution No. 3039, for the adoption of the City of Muskogee Comprehensive Plan & Future Land Use Map Update, with the provision for the plan to be revised and updated as needed, or take other necessary action. (Sarah Winkle)

****Note:** A complete copy of the Comprehensive Plan & Future Land Use Map can be found on the City of Muskogee Website.

Mayor W. Patrick Cale opened the Public Hearing.

Planning Director Sarah Winkle stated the Comprehensive Plan outlines community vision and provides guidance for future growth and development while providing a

framework for decision-making, consistent with what the community is aspiring toward. It is a 20-year plan, but will be reviewed at the five (5) and ten (10) year marks.

Mayor W. Patrick Cale closed the Public Hearing.

Motion was made by Councilmember Tom Martindale, seconded by Councilmember Tracy Hoos to approve Resolution No. 3039, for the adoption of the City of Muskogee Comprehensive Plan & Future Land Use Map Update, with the provision for the plan to be revised and updated as needed.

AYE: Mayor Patrick Cale, Deputy Mayor Derrick Reed, Councilmember Jaime Stout, Councilmember Tracy Hoos, Councilmember Shirley Hilton-Flanary, Councilmember Melody Cranford, Councilmember Dan Hall, Councilmember Tom Martindale, Councilmember Mike Brawley

Carried - Unanimously

- 12 Hold a Public Hearing and consider approval of the Preliminary and Final Plat for the Harris Village Subdivision, located on East Harris Road, consisting of 2.316 acres, to the City of Muskogee City Council, or take other necessary action. (Sarah Winkle)

Mayor W. Patrick Cale opened the Public Hearing.

Planning Director Sarah Winkle stated this is for the Harris subdivision as an option for those wishing to retire. Houses will be approximately 2,000 square feet, sitting on lots approximately 5,600 square feet in size. Staff recommended approval.

Mayor W. Patrick Cale closed the Public Hearing.

Motion was made by Councilmember Shirley Hilton-Flanary, seconded by Councilmember Mike Brawley to approve the Preliminary and Final Plat for the Harris Village Subdivision, located on East Harris Road, consisting of 2.316 acres, to the City of Muskogee City Council.

AYE: Deputy Mayor Derrick Reed, Councilmember Jaime Stout, Councilmember Tracy Hoos, Councilmember Shirley Hilton-Flanary, Councilmember Melody Cranford, Councilmember Dan Hall, Councilmember Tom Martindale, Councilmember Mike Brawley

Other: Mayor Patrick Cale (ABSTAIN)

Carried

- 13 Hold a Public Hearing and consider approval of Ordinance No. 4269-A, to rezone property located on East Harris Road, within Section Northwest 18, Township 15 North, Range 19 East, from A-1 Agricultural, to a Planned Unit Development (PUD) for the Harris Village Subdivision, and if approved, authorize Staff to update the Official Zoning Map of the City, or take other necessary action. (Sarah Winkle)

Mayor W. Patrick Cale opened the Public Hearing.

Planning Director Sarah Winkle stated this accompanies the previous agenda item, rezoning the property from A-1 Agricultural to a Planned Unit Development to accommodate the smaller lot sizes. Staff recommended approval.

Mayor W. Patrick Cale closed the Public Hearing.

Motion was made by Councilmember Dan Hall, seconded by Councilmember Shirley Hilton-Flanary to approve Ordinance No. 4269-A, to rezone property located on East Harris Road, within Section Northwest 18, Township 15 North, Range 19 East, from A-1 Agricultural, to a Planned Unit Development (PUD) for the Harris Village Subdivision, and authorize Staff to update the Official Zoning Map of the City.

AYE: Deputy Mayor Derrick Reed, Councilmember Jaime Stout, Councilmember Tracy Hoos, Councilmember Shirley Hilton-Flanary, Councilmember Melody Cranford, Councilmember Dan Hall, Councilmember Tom Martindale, Councilmember Mike Brawley

Other: Mayor Patrick Cale (ABSTAIN)

Carried

- 14 Hold a Public Hearing and consider approval of Ordinance No. 4270-A, a request to rezone the property located at 609 East Okmulgee Street, from C-1, Local Commercial, to R-1, Single Family, and if approved, authorize Staff to update the Official Zoning Map of the City, or take other necessary action. (Sarah Winkle)

Mayor W. Patrick Cale opened the Public Hearing.

Planning Director Sarah Winkle stated the property owner would like to convert this into a family home. Staff recommended approval.

Mayor W. Patrick Cale closed the Public Hearing.

Motion was made by Councilmember Dan Hall, seconded by Councilmember Jaime Stout to approve Ordinance No. 4270-A, a request to rezone the property located at 609 East Okmulgee Street, from C-1, Local Commercial, to R-1, Single Family, and authorize Staff to update the Official Zoning Map of the City.

AYE: Mayor Patrick Cale, Deputy Mayor Derrick Reed, Councilmember Jaime Stout, Councilmember Tracy Hoos, Councilmember Shirley Hilton-Flanary, Councilmember Melody Cranford, Councilmember Dan Hall, Councilmember Tom Martindale, Councilmember Mike Brawley

Carried - Unanimously

- 15 Hold a Public Hearing and consider approval of Resolution No. 3046, Future Land Use Amendment, for the property located at 609 E. Okmulgee Street, or take other necessary action. (Sarah Winkle)

Mayor W. Patrick Cale opened the Public Hearing.

Planning Director Sarah Winkle stated the property owner would like to convert this into a family home. Staff recommends approval, as the property sits in an area acceptable for housing and/or commercial.

Mayor W. Patrick Cale closed the Public Hearing.

Motion was made by Councilmember Melody Cranford, seconded by Councilmember Dan Hall to approve Resolution No. 3046, Future Land Use Amendment, for the property located at 609 E. Okmulgee Street.

AYE: Mayor Patrick Cale, Deputy Mayor Derrick Reed, Councilmember Jaime Stout, Councilmember Tracy Hoos, Councilmember Shirley Hilton-Flanary, Councilmember Melody Cranford, Councilmember Dan Hall, Councilmember Tom Martindale, Councilmember Mike Brawley

Carried - Unanimously

- 16 Discuss and consider approval of Ordinance No. 4271-A, Amending Chapter 2, Administration, Article V, Boards and Commissions, Division 10, Port Authority, by Amending Section 2-402, Areas of Jurisdiction and Section 2-403, General Powers, adding repealer, severability, and setting an effective date, or take other necessary action. (Katrina Bodenhamer)

City Attorney Katrina Bodenhamer stated this ordinance will extend the jurisdiction of the Port Authority to include any foreign trade under the State. Ms. Bodenhamer explained this will make the Port more attractive and stimulate economic activity, instead of limiting the Port to the County. It will allow for federal trade, which is very much to the City's benefit.

Mike Gragg spoke about trade restrictions and strategies in place when this is in effect.

Jeff Underwood, Port of Muskogee, stated these areas are highly federally regulated, and will allow much more business through the Port.

Motion was made by Councilmember Dan Hall, seconded by Councilmember Tracy Hoos to approve Ordinance No. 4271-A, Amending Chapter 2, Administration, Article V, Boards and Commissions, Division 10, Port Authority, by Amending Section 2-402, Areas of Jurisdiction and Section 2-403, General Powers, adding repealer, severability, and setting an effective date.

AYE: Mayor Patrick Cale, Deputy Mayor Derrick Reed, Councilmember Jaime Stout, Councilmember Tracy Hoos, Councilmember Shirley Hilton-Flanary, Councilmember Melody Cranford, Councilmember Dan Hall, Councilmember Tom Martindale, Councilmember Mike Brawley

Carried - Unanimously

- 17 Consider approval for the City Manager to negotiate and execute an agreement with Oklahoma Natural Gas, in the amount of \$366,602.00, for a gas line relocation on South Country Club Road, or take other necessary action. (Mike Stewart)

Public Works Director Mike Stewart stated this relocation is necessary to expand South Country Club Road to three (3) lanes. Mr. Stewart explained 66% of the lines are in a private easement, and the cost to the City will be \$366,602.00. He explained the State will pay the remainder, which totals \$550,000.00. Staff recommended approval.

Motion was made by Councilmember Tracy Hoos, seconded by Councilmember Dan Hall to approve the City Manager to negotiate and execute an agreement with Oklahoma Natural Gas, in the amount of \$366,602.00, for a gas line relocation on South Country Club Road.

AYE: Mayor Patrick Cale, Deputy Mayor Derrick Reed, Councilmember Jaime Stout, Councilmember Tracy Hoos, Councilmember Shirley Hilton-Flanary, Councilmember Melody Cranford, Councilmember Dan Hall, Councilmember Tom Martindale, Councilmember Mike Brawley

Carried - Unanimously

- 18 Consider approval to accept a Mutual Police Assistance Agreement between the City of Muskogee, and the Jack C. Montgomery Veteran Affairs Medical Center, or take other necessary action. (Katrina Bodenhamer)

Motion was made by Councilmember Dan Hall, seconded by Councilmember Mike Brawley to approve to accept a Mutual Police Assistance Agreement between the City of Muskogee, and the Jack C. Montgomery Veteran Affairs Medical Center.

AYE: Mayor Patrick Cale, Deputy Mayor Derrick Reed, Councilmember Jaime Stout, Councilmember Tracy Hoos, Councilmember Shirley Hilton-Flanary, Councilmember Melody Cranford, Councilmember Dan Hall, Councilmember Tom Martindale, Councilmember Mike Brawley

Carried - Unanimously

- 19 Consider approval to receive a donation of a parcel of land located at 611 Marietta Street in Muskogee, Oklahoma, from the Oklahoma Housing Finance Agency, or take other necessary action. (Tera Shows)

Motion was made by Councilmember Dan Hall, seconded by Councilmember Tracy Hoos to approve to receive a donation of a parcel of land located at 611 Marietta Street in Muskogee, Oklahoma, from the Oklahoma Housing Finance Agency.

AYE: Mayor Patrick Cale, Deputy Mayor Derrick Reed, Councilmember Jaime Stout, Councilmember Tracy Hoos, Councilmember Shirley Hilton-Flanary, Councilmember Melody Cranford, Councilmember Dan Hall, Councilmember Tom Martindale, Councilmember Mike Brawley

Carried - Unanimously

- 20 Consider approval of the appointment of C.B. Abel to the Muskogee City-County Port Authority and Muskogee City-County Trust Port Authority, to serve a four (4) year term beginning September 1, 2025, and ending August 31, 2028, filling the expiring term of Rowdy Fewel, or take other necessary action. (Mayor W. Patrick Cale)

Motion was made by Mayor Patrick Cale, seconded by Councilmember Shirley Hilton-Flanary to approve the appointment of C.B. Abel to the Muskogee City-County Port Authority and Muskogee City-County Trust Port Authority, to serve a four (4) year term beginning September 1, 2025, and ending August 31, 2028, filling the expiring term of Rowdy Fewel.

AYE: Mayor Patrick Cale, Deputy Mayor Derrick Reed, Councilmember Jaime Stout, Councilmember Tracy Hoos, Councilmember Shirley Hilton-Flanary, Councilmember Melody Cranford, Councilmember Dan Hall, Councilmember Tom Martindale, Councilmember Mike Brawley

Carried - Unanimously

- 21 Consider approval of the appointment of Kaleb Biglow as the Ward 3 Commissioner to the Urban Renewal Authority, replacing Doug Buse, to serve a three (3) year term beginning September 1, 2025, and expiring August 31, 2028, or take other necessary action. (Councilor Melody Cranford)

Motion was made by Councilmember Melody Cranford, seconded by Deputy Mayor Derrick Reed to approve the appointment of Kaleb Biglow as the Ward 3 Commissioner to the Urban Renewal Authority, replacing Doug Buse, to serve a three (3) year term beginning September 1, 2025, and expiring August 31, 2028.

AYE: Mayor Patrick Cale, Deputy Mayor Derrick Reed, Councilmember Jaime Stout, Councilmember Tracy Hoos, Councilmember Shirley Hilton-Flanary, Councilmember Melody Cranford, Councilmember Dan Hall, Councilmember Tom Martindale, Councilmember Mike Brawley

Carried - Unanimously

RECOGNIZE CITIZENS WISHING TO SPEAK TO THE MAYOR AND COUNCIL.

Council Rules of Decorum limit citizen comments to three (3) minutes. Any person desiring to speak is required to sign-in with the City Clerk, provide their name 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.

Charles Crawford announced the Muskogee Homecoming Parade would be held on October 3, 2025, and invited Council to attend and participate.

Shana Breazeale shared information regarding spending laws.

Nina Ground raised awareness about education in Oklahoma, and expressed a desire for a user-friendly website for citizens of Muskogee to locate information about the community.

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

Motion was made by Councilmember Tracy Hoos, seconded by Councilmember Mike Brawley to approve to enter into Executive Session.

AYE: Mayor Patrick Cale, Deputy Mayor Derrick Reed, Councilmember Jaime Stout, Councilmember Tracy Hoos, Councilmember Shirley Hilton-Flanary, Councilmember Melody Cranford, Councilmember Dan Hall, Councilmember Tom Martindale, Councilmember Mike Brawley

Carried - Unanimously

Council convened in Executive Session at 6:38 p.m.

Council returned to Regular Session at 7:32 p.m.

Meeting was called to order by Mayor W. Patrick Cale and the Deputy City Clerk called the roll as follows:

Present: Mayor Patrick Cale; Deputy Mayor Derrick Reed; Councilmember Jaime Stout; Councilmember Tracy Hoos; Councilmember Shirley Hilton-Flanary; Councilmember Melody Cranford; Councilmember Dan Hall; Councilmember Tom Martindale; Councilmember Mike Brawley

- a Pursuant to Section 307 B.4, Title 25, consider convening in executive session to hold confidential communications between the City Council and its attorney concerning the settling of certain claims in *Muskogee, City of v. Cephalon, Inc., et al., Case No. 1:20-op-45162-DAP*, pending in the United States District Court for the Northern District of Ohio, and related litigation, including potential resolution of certain claims against Purdue Pharma LP and its affiliated entities and members of the Sackler family (the “Sacklers”), related to lawsuits against pharmaceutical supply chain participants of opioid prescription drugs, and, if necessary, take appropriate action in open session, including possible authorization to settle claims, to execute the Subdivision Participation Form for the City of Muskogee’s participation in the GESA, and approve Resolution No. 3048, or take other necessary action. (Katrina Bodenhamer)

Motion was made by Councilmember Tracy Hoos, seconded by Councilmember Dan Hall to approve Resolution No. 3048 with the subdivision participation form and participate in the settlement of these cases.

AYE: Mayor Patrick Cale, Deputy Mayor Derrick Reed, Councilmember Jaime Stout, Councilmember Tracy Hoos, Councilmember Shirley Hilton-Flanary, Councilmember Melody Cranford, Councilmember Dan Hall, Councilmember Tom Martindale, Councilmember Mike Brawley

Carried - Unanimously

- b Pursuant to Section 307 B.4, Title 25, consider convening in executive session to discuss confidential communications between the City Council and its attorney concerning the settling of certain claims in *Muskogee, City of v. Cephalon, Inc., et al., Case No. 1:20-op-45162-DAP*, pending in the United States District Court for the Northern District of Ohio, and related litigation, including potential resolution of certain claims against opioids manufacturers, Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sandoz, Sun, and Zydus and, if necessary, take appropriate action in open session, including possible authorization to settle claims, to execute the Subdivision Participation Form, and approve Resolution No. 3049, or take other necessary action. (Katrina Bodenhamer)

Motion was made by Councilmember Tracy Hoos, seconded by Councilmember Shirley Hilton-Flanary to approve Resolution No. 3049, including execution of the subdivision participation form and participation in the settlement.

AYE: Mayor Patrick Cale, Deputy Mayor Derrick Reed, Councilmember Jaime Stout, Councilmember Tracy Hoos, Councilmember Shirley Hilton-Flanary, Councilmember Melody Cranford, Councilmember Dan Hall, Councilmember Tom Martindale, Councilmember Mike Brawley

Carried - Unanimously

- c Pursuant to Section 307 C.11, Title 25 consider convening in Executive Session to confer on matters pertaining to Economic Development Project Ed-2025-12, including a proposal to entice a business to locate in the northwestern quadrant of the City, and if necessary, take appropriate action in Open Session. (Tera Shows)

Motion was made by Councilmember Tracy Hoos, seconded by Deputy Mayor Derrick Reed to approve the incentive as discussed in Executive Session.

AYE: Deputy Mayor Derrick Reed, Councilmember Jaime Stout, Councilmember Tracy Hoos, Councilmember Shirley Hilton-Flanary, Councilmember Melody Cranford, Councilmember Dan Hall, Councilmember Tom Martindale, Councilmember Mike Brawley

NAY: Mayor Patrick Cale

Carried

- d Pursuant to Section 307 B.4, Title 25, Oklahoma Statutes, consider convening in Executive Session to discuss Worker's Compensation Claim No. 10-23-26, and if necessary, take appropriate action in Open Session. (Katrina Bodenhamer)

Motion was made by Councilmember Tracy Hoos, seconded by Councilmember Tom Martindale to approve the settlement as discussed in Executive Session.

AYE: Mayor Patrick Cale, Deputy Mayor Derrick Reed, Councilmember Jaime Stout, Councilmember Tracy Hoos, Councilmember Shirley Hilton-Flanary, Councilmember Melody Cranford, Councilmember Dan Hall, Councilmember Tom Martindale, Councilmember Mike Brawley

Carried - Unanimously

- e (No Action) Pursuant to Section 307 B.2, Title 25, Oklahoma Statutes, consider convening in Executive Session to discuss negotiations with the American Federation of State, County, and Municipal Employees, Local No. 2465, and if necessary, take appropriate action in Open Session. (Maggie Eaton)
- f (No Action) Pursuant to Section 307 B.2, Title 25, Oklahoma Statutes, consider convening in Executive Session to discuss negotiations with the Fraternal Order of Police, Lodge No. 95, and if necessary, take appropriate action in Open Session. (Maggie Eaton)
- g (No Action) Pursuant to Section 307 B.2, Title 25, Oklahoma Statutes, consider convening in Executive Session to discuss negotiations with the International Association of Firefighters, Local No. 57, and if necessary, take appropriate action in Open Session. (Kendal Francis)
- h Pursuant to Section 307 B.2, Title 25, consider convening in Executive Session to review and discuss the compensation of Chad Locke as Juvenile/First Alternate Municipal Judge and, if necessary, take any appropriate action in open session. (Mayor W. Patrick Cale)

Motion was made by Councilmember Tracy Hoos, seconded by Councilmember Mike Brawley to approve the contract amendment as discussed in Executive Session.

AYE: Mayor Patrick Cale, Deputy Mayor Derrick Reed, Councilmember Jaime Stout, Councilmember Tracy Hoos, Councilmember Shirley Hilton-Flanary, Councilmember Melody Cranford, Councilmember Dan Hall, Councilmember Tom Martindale, Councilmember Mike Brawley

Carried - Unanimously

ADJOURN

W. PATRICK CALE, MAYOR

KENNA TERRELL, DEPUTY CITY CLERK

MINUTES

OF THE CITY COUNCIL OF THE CITY OF MUSKOGEE, OKLAHOMA MET IN A SPECIAL CALL SESSION IN COUNCIL CHAMBERS OF CITY HALL SEPTEMBER 2, 2025

The City Council of the City of Muskogee, Oklahoma, met in a Special Call Session at 5:30 p.m., on September 2, 2025, in Council Chambers, Municipal Building, 229 W. Okmulgee Ave., Muskogee, Oklahoma, with Mayor W. Patrick Cale presiding.

Invocation was led by Mayor W. Patrick Cale.

Flag Salutes were led by Mayor W. Patrick Cale.

Meeting was called to order by Mayor W. Patrick Cale and the City Clerk called the roll as follows:

Present: Patrick Cale, Mayor; Derrick Reed, Deputy Mayor; Jaime Stout, Councilmember; Shirley Hilton-Flanary, Councilmember; Melody Cranford, Councilmember; Dan Hall, Councilmember; Tom Martindale, Councilmember; Mike Brawley, Councilmember

Absent: Tracy Hoos, Councilmember

Staff Kendal Francis, City Manager; Katrina Bodenhamer, City Attorney; Tammy L. Tracy, City

Present: Clerk; Tera Shows, Assistant City Manager; Keri Spencer, Assistant City Attorney

- 1 Pursuant to Section 307B.4, Title 25, Oklahoma Statutes, consider convening in Executive Session to discuss the lawsuit styled, Polaris Technologies, Inc. v. The City of Muskogee, CV-2025-457, filed in the District Court in and for Muskogee County, Oklahoma, and Ordinance 4266-A, and if necessary, take appropriate action in Open Session. (Katrina Bodenhamer)

Motion was made by Councilmember Dan Hall, seconded by Deputy Mayor Derrick Reed to approve to enter into Executive Session.

AYE: Mayor Patrick Cale, Deputy Mayor Derrick Reed, Councilmember Jaime Stout, Councilmember Shirley Hilton-Flanary, Councilmember Melody Cranford, Councilmember Dan Hall, Councilmember Tom Martindale, Councilmember Mike Brawley

Carried - Unanimously

Council convened into Executive Session at 5:33 p.m.

Council returned to Regular Session at 5:55 p.m.

Meeting was called to order by Mayor W. Patrick Cale and the City Clerk called the roll as follows:

Present: Patrick Cale, Mayor; Derrick Reed, Deputy Mayor; Jaime Stout, Councilmember; Shirley Hilton-Flanary, Councilmember; Melody Cranford, Councilmember; Dan Hall, Councilmember; Tom Martindale, Councilmember; Mike Brawley, Councilmember
Absent: Tracy Hoos, Councilmember

Motion was made by Councilmember Tom Martindale, seconded by Councilmember Dan Hall to authorize Staff to take appropriate action on the three (3) items as discussed in Executive Session.

AYE: Mayor Patrick Cale, Deputy Mayor Derrick Reed, Councilmember Shirley Hilton-Flanary, Councilmember Melody Cranford, Councilmember Dan Hall, Councilmember Tom Martindale, Councilmember Mike Brawley

NAY: Councilmember Jaime Stout

Carried

W. PATRICK CALE, MAYOR

TAMMY L. TRACY, CITY CLERK

Regular City Council

1.

Meeting Date: 09/22/2025

Submitted For: Tammy Tracy, City Clerk

Initiator: Tammy Tracy, City Clerk

Department: City Clerk

Staff Information Source: Dennis Read

Information

AGENDA ITEM TITLE:

Approval of claims for all City departments August 6, 2025, through August 29, 2025, or take other necessary action.

BACKGROUND:

RECOMMENDED ACTION:

Approve claims

Fiscal Impact

Attachments

No file(s) attached.

Regular City Council**2.**

Meeting Date: 09/22/2025
Submitted For: Avery Rigney, Public Works
Initiator: Avery Rigney, Asst. Public Works Director
Department: Public Works
Staff Information Source:

Information**AGENDA ITEM TITLE:**

Approval to purchase one (1) 2026 Ram 5500 Crew Cab, with utility bed and headache rack, for the amount \$76,769.00, from John Vance Motors via State Contract, No. SW-035, or take other necessary action. (Mike Stewart)

BACKGROUND:

Water Distribution is in need of a new service truck. Both Fleet and Public Works agree a truck size increase is a wise decision to support the daily hauling of equipment with a larger frame and larger engine truck. These trucks pull a 12,000 lb mini ex on a daily basis along with attachments and tools they need, as well as a heavy-duty utility bed which increases the weight significantly, and the current trucks are sustaining wear and tear at a faster rate than we would like. This is the first of the trucks to be upgraded with planned upgrades throughout the coming years if the budget allows.

This is a budgeted item and is available on state contract from a dealership we have used in the past.

RECOMMENDED ACTION:

Approve

Fiscal Impact**FUNDING SOURCE:**

Act# 213-6540-461.64-10

Attachments

No file(s) attached.

Regular City Council

3.

Meeting Date: 09/22/2025
Submitted For: Katrina Bodenhamer, City Attorney
Initiator: Leslie Arnold, Legal Assistant
Department: City Attorney
Staff Information Source: City Attorney

Information

AGENDA ITEM TITLE:

Approval to authorize the acceptance of real property, reverting property from Judy Hoffman to the City of Muskogee, or take other necessary action. (Katrina Bodenhamer)

BACKGROUND:

The City of Muskogee was contacted by Ms. Judy Hoffman, stating that she is no longer physically able to take care of the property located at 416 Houston and 500 Houston Street. This property was deeded over to her in 2016 so that a Peace Garden could be established. This Peace Garden has been maintained by Ms. Hoffman since that time. In the Quit Claim Deed that was given to her by the City 2016, there was a reversionary clause that states if the City of Muskogee must commence an action for abatement or expend public funds to remedy said condition(s), then the property would revert to the City of Muskogee. Due to the physical limitations of the current owner, she is asking that the City take back ownership of this property.

Each lot is 6,125 square feet.

RECOMMENDED ACTION:

Approve acceptance of the property for the City of Muskogee

Fiscal Impact

Attachments

No file(s) attached.

Meeting Date: 09/22/2025

Initiator: Sarah Winkle, Director of Planning and Community Development

Information

AGENDA ITEM TITLE:

Hold a Public Hearing and consider approval of the Re-Plat for the Highway 69 Outlet Inc., Omega Walmart Addition development, consisting of 1.78 acres, or take other necessary action. (Sarah Winkle)

LEGAL DESCRIPTION:

OUTLOT "D"

A TRACT OF LAND LOCATED IN WAL-MART TRACT NO.1 IN THE OMEGA WAL-MART CENTER, AND ADDITION TO THE CITY OF MUSKOGEE, ACCORDING TO THE OFFICIAL PLAT THEREOF;RECORDED IN BOOK 2018 ON PAGE 318, MUSKOGEE COUNTY, STATE OF OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

A PART OF THE SW/4 OF SECTION 18, TOWNSHIP 15 NORTH, RANGE 19 EAST OF THE I.B.&M., MUSKOGEE COUNTY, STATE OF OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS; COMMENCING AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY OF THE NORTH FRONTAGE ROAD ALONG U.S. HIGHWAY #62 AND THE EASTERLY

RIGHT-OF-WAY OF OKLAHOMA HIGHWAY #16; THENCE S 47°25'37" EA DISTANCE OF 18.87 FEET; THENCE S 77°25'37" EA DISTANCE OF 150.00 FEET; THENCE S 52°56'05" EA DISTANCE OF 398.00 FEET; THENCE S 77°25'37" EA DISTANCE OF 150.45 FEET TO THE POINT OF BEGINNING; THENCE N 01°37'14" WA DISTANCE OF 228.35 FEET; THENCE N 90°00'00" EA DISTANCE OF 147.86 FEET; THENCE S 01 °38'43" EA DISTANCE OF 261.58 FEET; THENCE N 77°25'37" WA DISTANCE OF 152.57 FEET TO THE POINT OF BEGINNING THE POINT OF BEGINNING,

OUTLOT "E"

A TRACT OF LAND LOCATED IN DEVELOPERS TRACT NO.2 AND WAL-MART TRACT NO.1 IN THE OMEGA WAL-MART CENTER, AND ADDITION TO THE CITY OF MUSKOGEE, ACCORDING TO THE OFFICIAL PLAT THEREOF;RECORDED IN BOOK 2018 ON PAGE 318, MUSKOGEE COUNTY, STATE OF OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

A PART OF THE SW/4 OF SECTION 18, TOWNSHIP 15 NORTH, RANGE 19 EAST OF THE I.B.&M., MUSKOGEE COUNTY, STATE OF OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS; COMMENCING AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY OF THE NORTH FRONTAGE ROAD ALONG U.S. HIGHWAY #62 AND THE EASTERLY

RIGHT-OF-WAY OF OKLAHOMA HIGHWAY #16; THENCE S 47°25'37" EA DISTANCE OF 18.87 FEET; THENCE S 77°25'37" EA DISTANCE OF 150.00 FEET; THENCE S 52°56'05" EA DISTANCE OF 319.58 FEET TO THE POINT OF BEGINNING; THENCE N 01°38'11" WA DISTANCE OF 148.32 FEET; THENCE N 90°00'00" EA DISTANCE OF 207.10 FEET; THENCE S 01°37'14" EA DISTANCE OF 228.35 FEET; THENCE N 77°25'37" WA DISTANCE OF 150.45 FEET; THENCE N 52°56'05" WA DISTANCE OF 78.42 FEET TO THE POINT OF BEGINNING

BACKGROUND:

The application was submitted by David Swezey on behalf of Highway 69 Outlet Inc., and indicated the property is being re-platted in preparation to sell the lots off for commercial development.

This went to the Subdivision Review Committee on Friday, August 29, 2025, and was approved with the condition that the sanitary sewer easement be re-located on the final plat.

The Planning Commission meeting was held on Tuesday, September 2, 2025, and approval of the plat was recommended.

RECOMMENDED STAFF ACTION:

Approve the re- plat.

Fiscal Impact	
Attachments	
Survey Plat	
Map	
Final Plat	

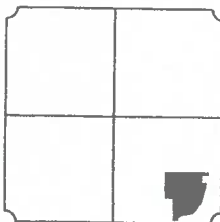
FINAL PLAT

R-18-E

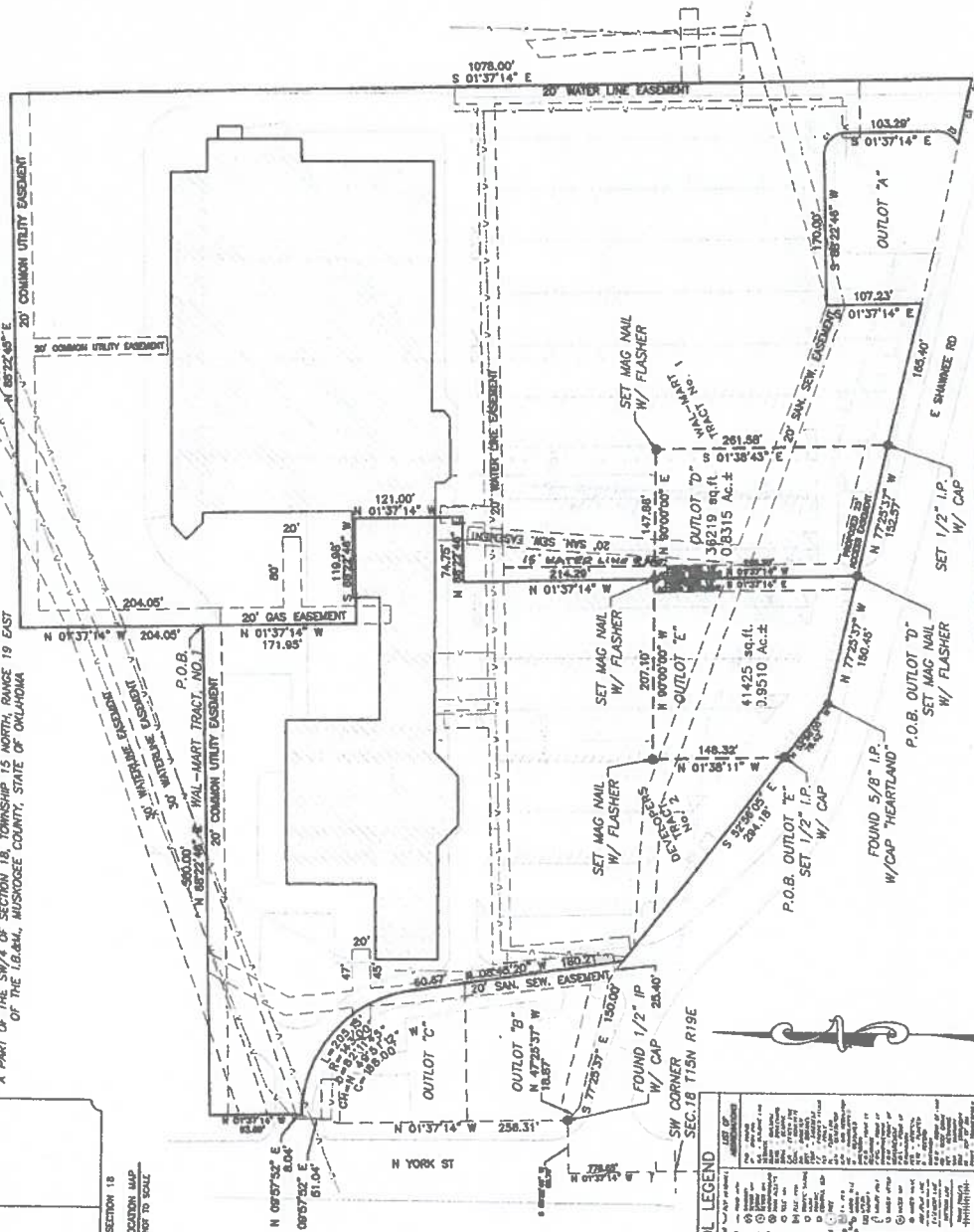
T 15 20

81 MOLLUSCS

LOCATION MAP
NOT TO SCALE



A PART OF THE SW/4 OF SECTION 18, TOWNSHIP 15 NORTH, RANGE 19 EAST
OF THE I.B.&M., MUSKOGEE COUNTY, STATE OF OKLAHOMA



31925 JUNE 1957

[illegible]

Consent

State of Oklahoma }
County of Muskogee }

[illegible]

PARCELS 1 & 2 OF QUANTA INC. ARE ADJACENT TO THE CITY OF MONTROVIA, MONTROVIA COUNTY, COUNTY OF ORANGE, ACCORDING TO THE OFFICIAL PLAT RECORD.

holders on the independent primary judge is and for the County of Madison, State of Mississippi, previously approved Highway 90. On the 1st day of April, 1900, the said primary judge, who was then the Acting Auditor and Controller of the said County, was and was then the Acting Auditor and Controller of the said County, and died for the reason, death, and death.

Study 2

CHART 10

[illegible]

Sunday

_____ is day _____

Figure 1

7. Conclusions *in press*

CONSUMER'S CHOICE

the 1960s and 1970s, the FBI was heavily involved in the investigation of the activities of the Black Panther Party (BPP) and the Black Liberation Movement (BLM). The FBI was also heavily involved in the investigation of the activities of the Southern Christian Leadership Conference (SCLC) and the Southern Christian Leadership Conference (SCLC).

[illegible]

Department of Community &
Social Services, 1000

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1000

— **Methodology** —

— *Chief of Montague* —

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COFFMAN SURVEYING
218 EASTSIDE BLVD.
MUSKOGEE, OK 74403
(918)-462-8144
L.S.1121



R-19-E



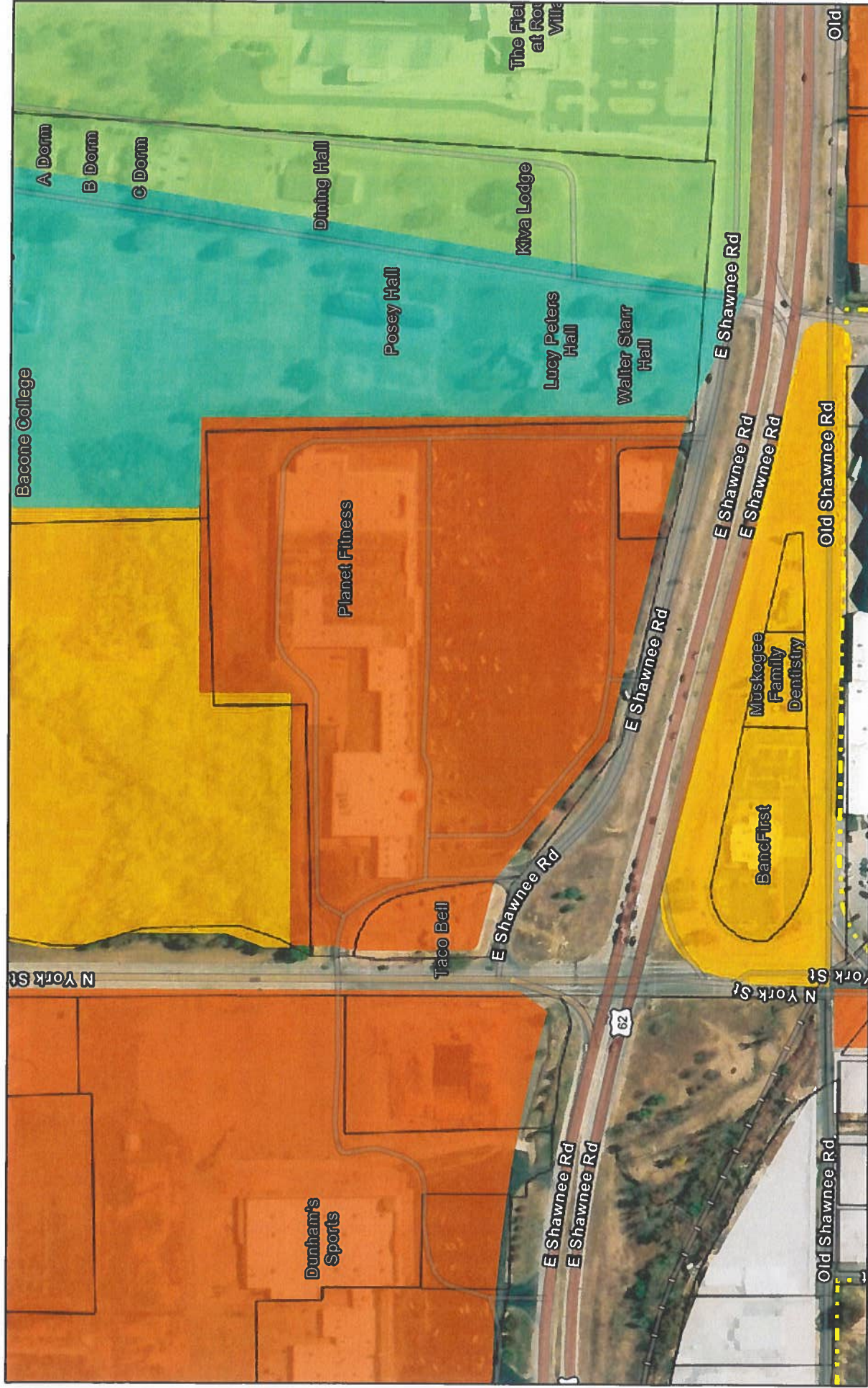
LOCATION MAP
NOT TO SCALE



SYMBOL LEGEND		LIST OF ABBREVIATIONS	
SD #1 100	○	○	○
SD #2 100	○	○	○
SD #3 100	○	○	○
SD #4 100	○	○	○
SD #5 100	○	○	○
SD #6 100	○	○	○
SD #7 100	○	○	○
SD #8 100	○	○	○
SD #9 100	○	○	○
SD #10 100	○	○	○
SD #11 100	○	○	○
SD #12 100	○	○	○
SD #13 100	○	○	○
SD #14 100	○	○	○
SD #15 100	○	○	○
SD #16 100	○	○	○
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SD #98 100	○	○	○
SD #99 100	○	○	○
SD #100 100	○	○	○

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(918) 682-8144
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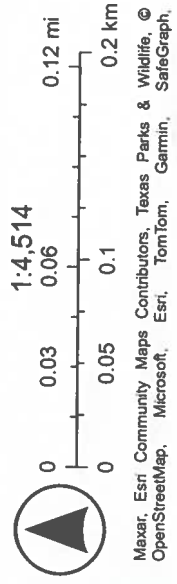
City of Muskogee Zoning Map



8/14/2025

- Zoning Districts**
- A
 - C-1
 - C-2
 - I-1
 - PP
- Muskogee City Limits**
- Muskogee City Limits

- World Imagery**
- Low Resolution 15m Imagery
 - High Resolution 60cm Imagery
- High Resolution 30cm Imagery**
- Citations
 - 1.2m Resolution Metadata



A PART OF THE SW/4 OF SECTION 18, TOWNSHIP 15 NORTH, RANGE 19 EAST OF THE I.B.&M., MUSKOGEE COUNTY, STATE OF OKLAHOMA

LOCATION MAP
NOT TO SCALE



State of Oklahoma)
)SS
County of Muskogee)

KNOW ALL MEN BY THESE PRESENT, that Highway 69 Outlet Inc., as joint tenants and not as tenants in common, certify that I am the Owner of and the Person(s) having any right, title or interest to the following described tract of land, to-wit:

TRACS 1 & 2 OF OMEGA WAL-MART ADDITION TO THE CITY OF MUSKOGEE, MUSKOGEE COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

Before me, the undersigned, a notary public in and for the County of Muskogee, State of Oklahoma, personally appeared Highway 69 Outlet Inc, to me known to be the identical person(s) who executed the foregoing instrument and acknowledged to me that They executed the same as Their free and voluntary act and deed for the purpose therein set forth.

WITNESS my hand and seal this _____ day of _____, 2025.

Notary Public

my commission expires,

CERTIFICATION OF SURVEY

KNOW ALL MEN BY THESE PRESENTS, that I, Lynn Coffman, a resident of Muskogee County, State of Oklahoma, do hereby certify that I have carefully and accurately surveyed and platted into a lot the above described property and that this plat is a true and correct representation thereof. I further certify that this plat meets the minimum standards for the practice of land surveying in the State of Oklahoma.

WITNESS my hand and seal this 27th day of AUGUST, 2025

Yann Lefman
Yann Lefman, Oklahoma, PLS 1121



WITNESS my hand and seal this _____ day of _____, 2025.

Notary Public

My Commission expires: _____

TREASURER'S CERTIFICATE

I hereby certify that as to all real estate involved in the Plot of Highway 69 Outlet, all taxes have been paid for the 2024 and reflected by the current tax roll and that there are no taxes due for previous years, and security has been provided for 2025 taxes not as yet certified to me.

COUNTY TREASURER

CERTIFICATE OF COUNTY CLERK

This Plat of Highway 69 Outlet, has been filed in the office of the County Clerk, Muskogee County, State of Oklahoma, this _____ day of _____, 2025 in Book _____, Page _____.

County Clerk _____ Date: _____

APPROVED: City of Muskogee

Date: _____

Mayor of Muskogee: _____

City Clerk of Muskogee: —

I, , owner, developer, successor, or assignee, hereby agree that no transfer of deeds or building permits will be transacted until all streets and utility improvements have been completed and accepted by the city or appropriate financial guarantees as required by section 70-80(d) have been submitted and accepted.

COFFMAN SURVEYING

218 EASTSIDE BLVD.
MUSKOGEE, OK 74403
N 291.179,426
E 2,761,443.895
CITY OF MUSKOGEE MON

V-5
CITY OF MUSKOGEE MON
N 291,684,466
E 2,757,638,576

Regular City Council

5.

Meeting Date: 09/22/2025
Submitted For: Katrina Bodenhamer, City Attorney
Initiator: Katrina Bodenhamer, City Attorney
Department: City Attorney
Staff Information Source: Katrina Bodenhamer

Information

AGENDA ITEM TITLE:

Consider approval of Ordinance No. 4274-A, an Ordinance of the City of Muskogee, amending Chapter 78, Traffic and Vehicles, Article XVII, Pedestrians, by adding Section 78-657, Definitions, and Section 78-658, Sitting, Lying Upon, or Standing in or Adjacent to a Roadway, adding repeater, severability, and setting an effective date, providing further direction to Staff, or take other necessary action.
(Councilor Tracy Hoos)

BACKGROUND:

According to the National Highway Traffic Safety Administration data, 17% of all fatality crashes involve pedestrians, and 74% of these pedestrian injuries happen at non--intersection locations, including pedestrians standing on medians or sidewalks or adjacent to roadways. There have been numerous pedestrian deaths in Northeastern Oklahoma, and this Ordinance may help prevent such injuries and deaths in the City of Muskogee, as well as providing an enforcement mechanism for police. Currently, MPD has had issues with pedestrians on roadways, on sidewalks extending body parts onto the roadways, and standing in medians, on curbs, or at intersections for extended periods of time. This reduces visibility for drivers, distracts drivers, and impedes normal pedestrian flow.

Council may want to review this proposed ordinance and provide further direction to staff.

RECOMMENDED ACTION:

Approve the Ordinance or provide further direction to staff

Fiscal Impact

Attachments

Ordinance No. 4274-A

ORDINANCE NO. 4274-A

AN ORDINANCE AMENDING THE CITY OF MUSKOGEE, OKLAHOMA, CODE OF ORDINANCES BY AMENDING CHAPTER 78, TRAFFIC AND VEHICLES; ARTICLE XVII, PEDESTRIANS, BY ADDING SECTION 78-657, DEFINITIONS; AND SECTION 78-658, SITTING, LYING UPON OR STANDING IN OR ADJACENT TO A ROADWAY; ADDING REPEALER, SEVERABILITY, AND SETTING AN EFFECTIVE DATE

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

Section 1. The City of Muskogee Code of Ordinances, Chapter 78, Traffic and Vehicles; Article XVII, Pedestrians; Section 78-657, Definitions; Section 78-658, Sitting, Lying Upon or Sanding in or Adjacent to a Roadway, is hereby added to read as follows:

78-657, DEFINITIONS

Definitions: The following definitions shall apply for the purposes of this section.

1. "Roadway Median" shall mean the reserved area that separates lanes of traffic on divided Roadways; whether curbed, painted, or unmarked; and whether or not the area is elevated above the surface of the Roadway designated for vehicular traffic.

2. "Roadway" means that portion of a highway or street improved, designed, or ordinarily used for vehicular travel, exclusive of the sidewalk or shoulder even though such sidewalk or shoulder is used by persons riding bicycles

2. Intersection: A point or line common to lines or surfaces that intersect, or where two or more things intersect, especially roads and sidewalks.

3. Sidewalks: A paved or unpaved path for pedestrians at the side of a road.

78-657, SITTING, LYING UPON OR STANDING IN OR ADJACENT TO A ROADWAY

1. Sitting, lying upon or standing in or adjacent to a Roadway:

(a) It shall be illegal and an offense for any person to sit, lie upon, stand in or on, or extend any body part or object, or allow any animal under the person's control, into or within eighteen (18) inches of the Roadway or sidewalk adjacent to roadway, for any period of time longer than is reasonably necessary to cross the Roadway safely or pass through an intersection.

(b) It shall be illegal and an offense for any person to sit, lie upon, stand in or on, a Roadway Median, or extend any body part or object or allow any animal under the person's control, for any

period of time longer than is reasonably necessary to cross a Roadway safely.

(c) Any person guilty of this offense shall be fined in accordance with a sum set out in Schedule A.

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

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

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MUSKOGEE,
OKLAHOMA, THIS 22nd DAY OF SEPTEMBER, 2025.

CITY OF MUSKOGEE

W. PATRICK CALE, MAYOR

(Seal)

ATTEST:

TAMMY L. TRACY, CITY CLERK

Approved as to Form and Legality this ____ day of _____, 2025:

KATRINA BODENHAMER, CITY ATTORNEY

Regular City Council

6.

Meeting Date: 09/22/2025
Submitted For: Katrina Bodenhamer, City Attorney
Initiator: Katrina Bodenhamer, City Attorney
Department: City Attorney
Staff Information Source: Katrina Bodenhamer

Information

AGENDA ITEM TITLE:

Discuss and consider approval of Resolution No. 3054, a Resolution of the City of Muskogee, amending Appendix A, pertaining to the Schedule of Fees and Charges, adding a fine of \$150.00 for sitting, lying upon, or standing in or adjacent to a roadway, pursuant to Ordinance No. 4274-A, or take other necessary action. (Councilor Tracy Hoos)

BACKGROUND:

This fine is for violation of Ordinance No. 4274-A, Sitting, Lying Upon, or Standing Adjacent to a Roadway, Section 78-658 of the City of Muskogee Code of Ordinances. This fine will help deter pedestrians endangering themselves and others by standing, sitting, or lying on medians or sidewalks adjacent to a roadway and help provide the Muskogee Police Department with an enforcement provision.

RECOMMENDED ACTION:

Approve the Resolution or provide further direction to staff.

Fiscal Impact

Attachments

Resolution 3054

RESOLUTION NO. 3054

A RESOLUTION ADOPTING AMENDMENT TO APPENDIX A OF THE MUSKOGEE CITY CODE PERTAINING TO SCHEDULES OF FEES AND CHARGES PER ATTACHED LIST (SITTING, LYING UPON OR STANDING IN OR ADJACENT TO A ROADWAY 78-658)

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

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

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

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

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

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

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

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

ADOPTED this ____ day of _____, 2025, by the City Council of the City of Muskogee.

W. PATRICK CALE, MAYOR

ATTEST:

(Seal)

TAMMY L TRACY, CITY CLERK

Approved as to form and legality this ____ day of _____, 2025.

Katrina Bodenhamer, City Attorney

Amendment to Appendix A

SITTING, LYING UPON OR STANDING IN OR ADJACENT TO A ROADWAY 78-658	\$150.00/per occurrence
--	-------------------------

Regular City Council

7.

Meeting Date: 09/22/2025
Submitted For: Katrina Bodenhamer, City Attorney
Initiator: Katrina Bodenhamer, City Attorney
Department: City Attorney
Staff Information Source: City Attorney

Information

AGENDA ITEM TITLE:

Consider approval of Resolution No. 3055, approving a Resolution by the Trustees of the Muskogee County Public Safety Authority authorizing the issue of revenue bonds in the amount of \$43,000,000.00, selling the bonds at a discount, and waiving the competitive bidding act for the purpose of funding the acquisition of sites for, and construction of, the public safety building, or take other necessary action. (Katrina Bodenhamer)

BACKGROUND:

The Muskogee County Public Safety Authority has approved a Resolution to issue revenue bonds not to exceed \$43,000,000.00 for the acquisition of sites for, and construction of, the Public Safety Building. The Resolution also designates a financial advisor, underwriter and bond counsel, waives the competitive bidding on said bond, and offers the sale of the bonds at a discount. The Resolution passed by the County is attached. The City of Muskogee, as a beneficiary of the Trust, has to approve the Muskogee County Public Safety Authority's Resolution by a city resolution, which is also attached.

RECOMMENDED ACTION:

Approve Resolution 3055

Fiscal Impact

Attachments

MCPSA Bond Resolution
Resolution 3055 MCPSA Bond

THE TRUSTEES OF THE MUSKOGEE COUNTY PUBLIC SAFETY AUTHORITY MET IN SPECIAL SESSION IN THE COMMISSIONERS BOARD ROOM, SUITE 10, IN THE OFFICE OF THE BOARD OF COUNTY COMMISSIONERS OF MUSKOGEE COUNTY, OKLAHOMA, 400 W. BROADWAY, MUSKOGEE, OKLAHOMA, ON THE 16TH DAY OF SEPTEMBER, 2025, AT 10:00 O'CLOCK A.M.

PRESENT: 8

ABSENT: 1

Written notice of this special meeting of the Authority having been given to the County Clerk of Muskogee County, Oklahoma forty-eight (48) hours prior to such meeting, and public notice of this meeting having been posted in prominent view on the first floor bulletin board at the Office of the Board of County Commissioners, 400 W. Broadway, Muskogee, Oklahoma, twenty-four (24) hours prior to this meeting, excluding Saturdays, Sunday and legal holidays, all in compliance with the Oklahoma Open Meeting Act.

(OTHER PROCEEDINGS)

THEREUPON, a Resolution was introduced and read in full and considered by sections. Upon motion of Trustee K. Payne, seconded by Trustee P. Cole, the Resolution was finally passed with the following vote:

AYE: 8

NAY: 0

The Resolution was thereupon signed by the Chairman of Trustees of the Authority and attested and sealed with the seal of the Authority by the Secretary of Trustees and is as follows:



Gene L. Stouderman
9-16-2025

RESOLUTION

A RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$43,000,000 MUSKOGEE COUNTY PUBLIC SAFETY AUTHORITY REVENUE BONDS, SERIES 2025; DESIGNATING THE FINANCIAL ADVISOR, UNDERWRITER AND BOND COUNSEL; WAIVING COMPETITIVE BIDDING ON SAID BONDS AND AUTHORIZING THE SALE OF THE BONDS AT A DISCOUNT; AUTHORIZING THE BOND DOCUMENTS AND SUCH OTHER DOCUMENTS AND AGREEMENTS AS MAY BE NECESSARY OR REQUIRED; AND CONTAINING OTHER PROVISIONS RELATING THERETO.

WHEREAS, the Authority was created by a Declaration of Trust dated as of November 15, 2024, (the "Trust Indenture"), for the use and benefit of Muskogee County, Oklahoma (the "County"), and the City of Muskogee, Oklahoma (the "City") under authority of and pursuant to the provisions of Title 60, Oklahoma Statutes 2021, Section 176 to 180.3, inclusive, as amended and supplemented, and other applicable statutes of the State of Oklahoma; and

WHEREAS, the County pursuant to Resolution adopted October 15, 2024 (the "Resolution"), which was approved by the qualified electors of Muskogee County at an election held for that purpose on January 14th, 2025, is levying a sales tax of Eight Hundred Forty Nine Thousandths of one percent (.849%) in accordance with Title 68, Oklahoma Statutes 2021, Section 1370, as amended (the "Sales Tax"), to provide funds for the purpose of the acquisition of sites and the construction, erecting, furnishing, equipping, operating, maintaining, remodeling and repairing of public safety buildings and facilities and operating public safety programs, operations and purposes, including police, fire, emergency management, 911, sheriff, ambulance and other public safety programs, operations and purposes, and/or to be applied or pledged toward the payment of principal and interest on any indebtedness, including refunding indebtedness, incurred by or on behalf of Muskogee County for such purpose; and

WHEREAS, the County has determined upon a project consisting of construction, erecting, furnishing, and equipping public safety buildings and facilities as authorized in the resolution authorizing the Sales Tax which are estimated not to exceed \$43,000,000 (the "Project"); and

WHEREAS, in order to finance the costs and expenses of the Project the Trustees of the Authority have determined to issue their revenue bonds in the aggregate principal amount of not to exceed \$43,000,000,(the "Bonds"), pursuant to a Bond Indenture (the "Indenture"), between the Authority and BOKF, National Association (the "Trustee"); and

WHEREAS, in order to induce the Authority to issue the Bonds, the County and the Authority will enter into a Sales Tax Agreement (the "Sales Tax Agreement"), relating to the Bonds, wherein the Authority agrees to issue the Bonds and the County agrees to appropriate the Sales Tax to the Authority for payment of debt service on the Bonds subject to the limitations set forth therein; and

WHEREAS, the Authority has determined in connection with the issuance and sale of the Bonds that The Baker Group, LP will be engaged as Financial Advisor, and Hilborne & Weidman,

a professional corporation, be appointed as Bond Counsel (the "Bond Counsel") and SAMCO, Inc. be appointed as Underwriter (the "Underwriter") and that competitive bidding be waived for purpose of approving and contracting for the negotiated sale of the Bonds; and

WHEREAS, the Underwriter has offered to purchase the Bonds and the Authority has determined to sell the Bonds to the Underwriter under the terms and conditions hereinafter set forth in the Bond Purchase Agreement described below.

BE IT RESOLVED BY THE TRUSTEES OF THE MUSKOGEE COUNTY PUBLIC SAFETY AUTHORITY:

Section 1. The Bond Counsel, Authority Counsel and the staff of the Authority are hereby authorized and directed to prepare all documents and instruments necessary or convenient for the sale, issuance and delivery of the Bonds, including the Sales Tax Agreement, the Indenture, the Bond Purchase Agreement between the Authority and the Underwriter, the Continuing Disclosure Agreement of the Authority, the Arbitrage and Use of Proceeds Certificate, and the Preliminary and Final Official Statements (all such documents and agreements shall be referred to herein as the "Bond Documents").

Section 2. The Bond Documents be, and hereby are, approved, and the Chairman or Vice Chairman of Trustees and the Secretary or any Assistant Secretary of Trustees of the Authority be, and they hereby are, authorized, directed and empowered to execute and deliver in the name of the Authority the Bond Documents, and other documents and agreements in said forms and containing substantially the terms and provisions as shall be approved by the officers executing the Bond Documents and other documents and agreements, the execution thereof by such officers being conclusive evidence of such approval, and to execute and deliver in the name and on behalf of the Authority all documents, closing papers, certificates and such other documents as are necessary to accomplish the issuance and sale of the Bonds.

Section 3. The signatures of the officers of the Authority appearing on the Bond Documents and other agreements, documents, closing papers and certificates executed and delivered pursuant to this Resolution shall be conclusive evidence of their approval thereof and of their authority to execute and deliver such agreements and documents on behalf of the Authority.

Section 4. The Chairman or Vice Chairman of Trustees and the Secretary or any Assistant Secretary of Trustees of the Authority be, and they hereby are, authorized and empowered for and on behalf of the Authority, to execute and deliver such further agreements and documents and to take such action as such officer or officers may deem necessary or desirable in order to carry out and perform the Bond Documents and any contracts, documents, or instruments executed and delivered in connection with the issuance of the Bonds, and to effect the purposes thereof and to consummate the transactions contemplated thereby.

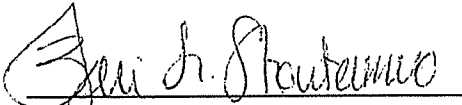
Section 5. It is hereby determined to be necessary and in the best interest of the trust estate that the Bonds be issued and the issuance thereof in the aggregate principal amount of not to exceed \$43,000,000, the specific principal amount thereof to be determined by the Chairman or Vice Chairman of the Authority and set forth in a written certificate of determination prior to the issuance

of the Bonds is hereby authorized and approved. It is further hereby determined to be necessary and in the best interest of the trust estate that the aforesaid offer of the Underwriter be accepted and that the Bonds be issued and sold to it at a price equal to not less than ninety-nine percent (99.00%) of the principal amount thereof, the specific purchase price to be determined by the Chairman or Vice Chairman of the Authority and set forth in a written Certificate of Determination at or before the issuance of the Bonds, and competitive bidding is hereby specifically waived with respect to the sale of the Bonds and the sale of the Bonds for a purchase price determined as aforesaid, which purchase price may constitute an underwriter's discount of not to exceed one percent (1.00%) of the principal amount of the Bonds is hereby specifically approved. The Chairman or Vice Chairman of the Authority is hereby authorized, empowered and directed to determine and establish the interest rate or rates on the Bonds, which shall not exceed an average interest rate of five and percent (5.00%) per annum, and to establish the maturity dates of the Bonds, which maturities of the Bonds shall not exceed eleven (11) years and to set forth such interest rate or rates and maturities in a Certificate of Determination at or prior to the issuance of the Bonds.

ADOPTED the 16th of September, 2025.

ATTEST:


Chairman of Trustees


Secretary of Trustees

(SEAL)

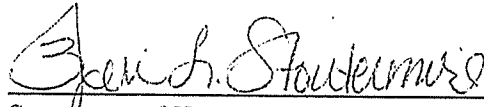


STATE OF OKLAHOMA)
)ss
COUNTY OF MUSKOGEE)

I, the undersigned, the duly qualified and acting Secretary of Trustees of the Muskogee County Public Safety Authority, hereby certify that the foregoing is a true, correct and complete copy of a Resolution of the Trustees of the Authority held on the date therein stated as the same appears in the minutes of said meeting on file in my office as a part of the official records thereof.

I hereby certify that attached hereto as Exhibit A is a true and complete copy of the written notice of the special meeting of the Authority held September 16, 2025, which was given to the County Clerk of Muskogee County, Oklahoma forty-eight (48) hours prior to such meeting, and that attached hereto as Exhibit "B" is a true and correct copy of the Agenda posted in prominent public view on the first floor bulletin board at the Office of the Board of County Commissioners, 400 W. Broadway, Muskogee, Oklahoma, twenty-four (24) hours prior to the date of the meeting therein described, excluding Saturdays, Sundays and legal holidays.

WITNESS my hand and seal of said Authority this 16th day of September, 2025.


Secretary of Trustees

(SEAL)



RESOLUTION No. 3055

A RESOLUTION RELATING TO THE INCURRING OF INDEBTEDNESS BY THE TRUSTEES OF THE MUSKOGEE COUNTY PUBLIC SAFETY AUTHORITY; AND WAIVING COMPETITIVE BIDDING

WHEREAS, the Authority was created by a Declaration of Trust dated as of November 15, 2024, (the "Trust Indenture"), for the use and benefit of Muskogee County, Oklahoma (the "County"), and the City of Muskogee, Oklahoma (the "City") under authority of and pursuant to the provisions of Title 60, Oklahoma Statutes 2021, Section 176 to 180.3, inclusive, as amended and supplemented, and other applicable statutes of the State of Oklahoma; and

WHEREAS, the County pursuant to Resolution adopted October 15, 2024 (the "Resolution"), which was approved by the qualified electors of Muskogee County at an election held for that purpose on January 14th, 2025, is levying a sales tax of Eight Hundred Forty Nine Thousandths of one percent (.849%) in accordance with Title 68, Oklahoma Statutes 2021, Section 1370, as amended (the "Sales Tax"), to provide funds for the purpose of the acquisition of sites and the construction, erecting, furnishing, equipping, operating, maintaining, remodeling and repairing of public safety buildings and facilities and operating public safety programs, operations and purposes, including police, fire, emergency management, 911, sheriff, ambulance and other public safety programs, operations and purposes, and/or to be applied or pledged toward the payment of principal and interest on any indebtedness, including refunding indebtedness, incurred by or on behalf of Muskogee County for such purpose; and

WHEREAS, the County has determined upon a project consisting of construction, erecting, furnishing, and equipping public safety buildings and facilities as authorized in the resolution authorizing the Sales Tax which are estimated not to exceed \$43,000,000 (the "Project"); and

WHEREAS, the Authority has determined that it would be economically advantageous at this time to issue its revenue bonds in the aggregate principal amount of not to exceed \$43,000,000 (the "Bonds") for the purpose of paying the costs and expenses of the Project and to pay the costs of issuance of such bonds; and

WHEREAS, the Trustees of the Authority have received an offer from SAMCO Inc. (the "Underwriter"), to purchase the Bonds under the terms and conditions set forth in a contract of purchase between the Underwriter and the Authority; and

WHEREAS, there has been presented to this meeting a form of Sales Tax Agreement (the "Sales Tax Agreement"), between the Authority and the County relating to the Bonds.

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

Section 1. The incurring of indebtedness by the Trustees of the Muskogee County Public Safety Authority in the aggregate principal amount of not to exceed \$43,000,000 to be evidenced by the Bonds of the Authority is hereby approved by the City Council of the City of Muskogee, Oklahoma, the governing body of said City.

Section 2. Competitive bidding is hereby specifically waived with respect to the issuance and sale of the Bonds and the issuance and sale of such Bonds to the Underwriter for a purchase price of not less than ninety-nine percent (99.0%) of the principal amount of the Bonds, all pursuant to the terms of the Purchase Contract, which purchase price may constitute an underwriter's discount equal to not more than one percent (1.00%) of the principal amount of the Bonds is hereby specifically approved.

Section 3. The Mayor or Vice Mayor, and the City Clerk or any Assistant City Clerk of the City of Muskogee, Oklahoma be, and they hereby are, authorized and empowered for and on behalf of the City, to execute and deliver such agreements and documents and to take such action as such officer or officers may deem necessary or desirable in order to carry out and perform the purposes of this resolution and to consummate the transactions contemplated by the issuance and delivery of the Bonds.

ADOPTED this _____ day of September, 2025.

Mayor

ATTEST:

City Clerk

(SEAL)

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

City Attorney

[illegible]

I, the undersigned, the duly qualified and acting City Clerk of the City of Muskogee, Oklahoma do hereby certify that attached hereto is a true and complete copy of the schedule of regularly scheduled meetings of the City Council of the City of Muskogee, Oklahoma, for the calendar year 2025, as filed in my office.

I further certify that a true and correct copy of the Public Notice and Agenda attached hereto was posted in prominent public view at the first floor bulletin board at the Municipal Building, 229 W. Okmulgee, Muskogee, Oklahoma, twenty-four (24) hours prior to said meeting, excluding Saturdays, Sundays and legal holidays.

WITNESS my hand and seal this _____ day of September, 2025.

City Clerk

(SEAL)

THE CITY COUNCIL OF THE CITY OF MUSKOGEE, OKLAHOMA, MET IN REGULAR SESSION IN THE COUNCIL CHAMBERS THIRD FLOOR, MUNICIPAL BUILDING, 229 W. OKMULGEE AVE., MUSKOGEE, OKLAHOMA, ON THE _____ DAY OF SEPTEMBER, 2025, AT 5:30 O'CLOCK P.M.

PRESENT:

ABSENT:

NOTICE of the schedule of regular meetings of the City Council of the City of Muskogee, Oklahoma, for the calendar year 2025 having been given in writing to the City Clerk of the City of Muskogee, Oklahoma, prior to December 15, 2024, and Public Notice and Agenda having been posted in prominent public view at the first floor bulletin board at the Municipal Building, 229 W. Okmulgee, Muskogee, Oklahoma, twenty-four (24) hours prior to this meeting, excluding Saturdays, Sundays and legal holidays, all in compliance with the Oklahoma Open Meeting Act.

(OTHER PROCEEDINGS)

THEREUPON, Councilor _____ introduced and moved passage of a Resolution which was read in full by the Clerk and considered by sections. Upon motion of Councilor _____, the Resolution was finally passed with the following vote:

AYE:

NAY:

The Resolution was thereupon signed by the Mayor and attested and sealed with the seal of the City by the City Clerk and is as follows:

Regular City Council

8.

Meeting Date: 09/22/2025
Submitted For: Katrina Bodenhamer, City Attorney
Initiator: Katrina Bodenhamer, City Attorney
Department: City Attorney
Staff Information Source: Katrina Bodenhamer

Information

AGENDA ITEM TITLE:

Consider approval to accept the deed and transfer of real property, designated as "E" on the attachment, located on Okmulgee Avenue, to the City of Muskogee, Oklahoma, from the Muskogee County Public Safety Authority, or take other necessary action. (Katrina Bodenhamer)

BACKGROUND:

The City approved the transfer of parcels "A", "B", "C" and "D" for the future Public Safety Building to the Muskogee County Public Safety Authority. In turn, the Muskogee County Public Safety Authority is transferring property designated on the attached map as "E" to the City. The Muskogee County Public Safety Authority is also paying for all the demolition costs to clear the property being transferred to the City.

The property being transferred to the City is legally described as:

ALL THAT PART OF LOT 3 BLOCK 55 TO THE CITY OF MUSKOGEE LYING NORTH OF BOSTON AVENUE LESS BEGINNING AT THE NORTHWEST CORNER OF LOT 3 BLOCK 55 THENCE S67°03'41"E ALONG THE NORTH LINE THEREOF A DISTANCE OF 24.52 FEET; THENCE S22°35'31"W A DISTANCE OF 232.39 FEET; THENCE N69°42'56"W A DISTANCE OF 6.42 FEET TO A POINT ON THE WEST LINE OF LOT 3; THENCE N18°08'41"E ALONG THE WEST LINE OF SAID LOT 3 A DISTANCE OF 233.50 FEET TO THE POINT OF BEGINNING.

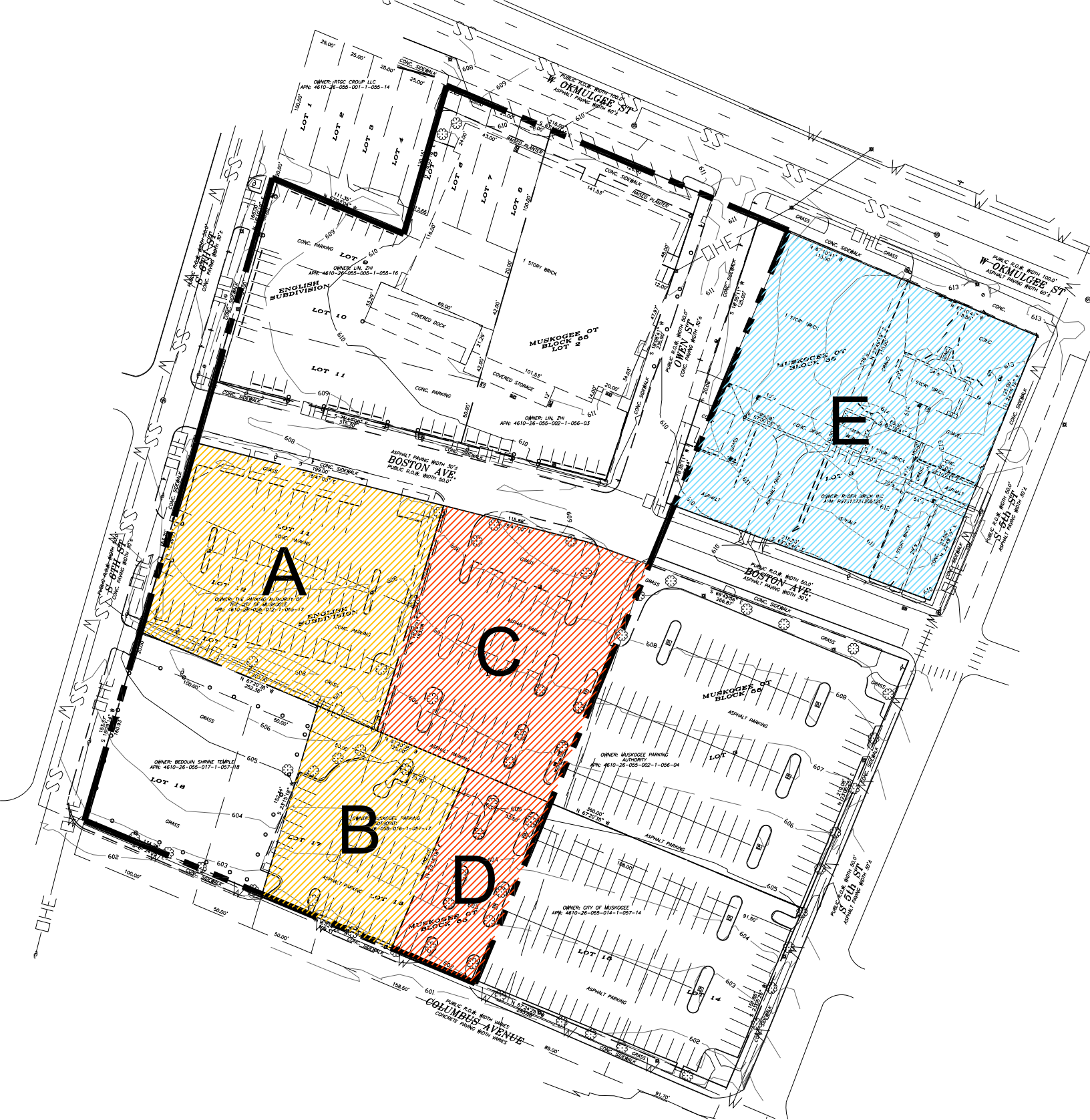
RECOMMENDED ACTION:

Accept the property transfer

Fiscal Impact

Attachments

Property Transfer Diagram



- A. Parking Authority Parcel to be transferred in full to County.
- B. Parking Authority Parcel to be transferred in full to County.
- C. Portion of Parking Authority Parcel to be transferred to County.
- D. Portion of City of Muskogee Parcel to be transferred to County.
- E. Portion of County EMS parcel to be transferred to City of Muskogee.

Regular City Council

9.

Meeting Date: 09/22/2025

Submitted For: Johnny Teehee, Police

Initiator: Chad Farmer,
Deputy Chief

Department: Police

Staff Information Source:

Information

AGENDA ITEM TITLE:

Consider approval for the Muskogee Police Department to accept a donation from the Muskogee Citizens Police Alumni Association of a police K-9, in the amount of \$8,500.00, or take other necessary action. (Johnny Teehee)

BACKGROUND:

The Muskogee Police Department has had a successful K9 program for many years and has recently lost one of our K9 officers. The Muskogee Citizens Police Alumni Association has purchased a K9 directly from Vohne Liche Kennels in Indiana to donate to the Muskogee Police Department. Officer Bob Lynch, one of our K9 Officers, and certified trainers will assess and select the K9 that will best fit our agency. He will also do the training as he has done many times in the past. This is the same kennel and training that we used to purchase and train our K9s in the past. The only difference is the Alumni Association is paying for it, and it will not cost the city any funding.

RECOMMENDED ACTION:

Approve the Muskogee Police Department to accept a donation from the Muskogee Citizens Police Alumni Association of a police K9 in the amount of \$8,500.00.

Fiscal Impact

Attachments

No file(s) attached.

Regular City Council

10.

Meeting Date: 09/22/2025

Submitted For: Jody Moore, Fire Department

Initiator: Jody Moore, Fire Chief

Department: Fire Department

Staff Information Source: Jody Moore

Information

AGENDA ITEM TITLE:

Consider approval to execute a Mutual Aid Agreement between the Muskogee Fire Department and the Tahlequah Fire Department, or take other necessary action. (Chief Jody Moore)

BACKGROUND:

The Tahlequah Fire Department requested the City of Muskogee Fire Department enter into a mutual aid agreement for fire protection and emergency services in the unlikely event either city requests assistance. These agreements are essential for providing comprehensive public safety, are often required for reimbursement from agencies like FEMA, and ensure smooth, effective responses by establishing clear protocols for requests, communication, and liability.

RECOMMENDED ACTION:

Approve mutual aid agreement.

Fiscal Impact

Attachments

MFD TFD Mutual Aid

**MUTUAL FIRE ASSISTANCE AGREEMENT
BY AND BETWEEN
TAHLEQUAH FIRE DEPARTMENT
AND**

_____ **Muskogee** _____ **FIRE DEPARTMENT**

This **Mutual Assistance Agreement** is entered into on _____ as hereinafter set forth by and between **Tahlequah Fire Department** and _____ **Muskogee** _____ **Fire Department**

WHEREAS, 74 OS § 1008 and 11 OS § 29-105 authorizes this Agreement in which each entity is securing benefits of mutual aid in the protection of life and property from fire, and in firefighting.

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

Section 1. Terms and Conditions

- A. This Mutual Assistance Agreement entered into by and between the Tahlequah Fire Department and the _____ **Muskogee** _____ Fire Department shall be effective on the day of signing by both parties.
- B. On request to an authorized representative of the _____ **Muskogee** _____ Fire Department by an authorized representative of the Tahlequah Fire Department upon approval by the authorized representative of the _____ **Muskogee** _____ Fire Department, firefighting equipment and personnel of the _____ **Muskogee** _____ Fire Department will be dispatched to any location, as designated by the authorized representative of the Tahlequah Fire Department, within the area for which the Tahlequah Fire Department normally provides fire protection services.
- C. On request to an authorized representative of the Tahlequah Fire Department, by an authorized representative of the _____ **Muskogee** _____ Fire Department, upon approval by the authorized representative of the Tahlequah Fire Department, firefighting equipment and personnel of the Tahlequah Fire Department will be dispatched to any location, as designated by the authorized representative of the _____ **Muskogee** _____ Fire Department, within the area for which the _____ **Muskogee** _____ Fire Department normally provides fire protection services
- D. Any dispatch of equipment and personnel pursuant to the Agreement is subject to the following conditions:
 - 1. The responding party's ability to provide available personnel and equipment to the requesting party.
 - 2. Any request for aid hereunder shall include a statement of the amount and type of equipment and personnel requested and shall specify the location to which the equipment and personnel are to be dispatched, the amount and

type of equipment and number of personnel to be furnished shall be determined by a representative of the responding organization.

3. The responding organization shall report to the officer in charge of the requesting organization at the location to which the equipment was dispatched and shall be subject to the orders of that official.
4. A responding organization shall be released by the requesting organization when the services of the responding organization are no longer required or when the responding organization is needed within the area for which it normally provides fire protection, as determined by the authorized representative of the responding organization.
5. Each party waives all claims against the other party for compensation for any loss, damage, personal injury, or death occurring as a consequence of this Agreement.
6. All equipment used by Tahlequah Fire Department and _____ **Muskogee** _____ Fire Department all times will be owned by or under the jurisdiction of the Tahlequah Fire Department and the _____ **Muskogee** _____ Fire Department respectively; and all personnel acting for the Tahlequah Fire Department and the _____ **Muskogee** _____ Fire Department under this Agreement will, at the time of such action, be an employee or volunteer member of their respective Fire Department. All firefighters, fully paid or volunteer, responding to the request for mutual assistance performing firefighting, rescue, resuscitation, first aid or other official work as assigned by the requesting agency as provided in herein shall be considered as serving in their regular line of duty as if they were setting within the limits of their own area of responsibility; but said firefighters whether fully paid or volunteer shall receive no additional compensation. All such firefighters shall be entitled to all the benefits of any pension fund, firemen's relief and pension fund in the same manner as if the firefighting, rescue, resuscitation, first aid, or other official work has if it had been performed within the limits of the firefighters own area of responsibility. (11 O.S. 29-107)

Section 2. Training

The parties hereto agree to the extent feasibly possible to train to provide a better coordinated response to firefighting situations where the parties will be jointly responding to learn the other party's capabilities. If joint training is determined feasible each party to this agreement is responsible for the cost of the training for their individual members including but not limited to compensation, cost of training materials, use of equipment and/or the wear and tear of equipment and supplies. If Tahlequah Fire Department provides the training at its facilities the _____ **Muskogee** _____ Fire Department shall reimburse the Tahlequah Fire Department the cost of providing the training. If _____ **Muskogee** _____ Fire Department provides the training at its facilities the

Tahlequah Fire Department shall reimburse the Muskogee Fire Department the cost of providing the training.

Section 3. Termination

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

Section 4. No Third-Party Beneficiaries.

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

Section 5. Authorized Representative.

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

Section 6. Not Assignment.

This agreement is not assignable, and any purported assignment is void.

Section 7. Amendments.

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

Section 8. Interpretations.

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

Section 9. Preservation of Defenses and Right.

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

Section 10. Whole Agreement.

It is mutually understood and agreed by the parties hereto that this Agreement contains all of the covenants, stipulations and provision agreed upon by said parties and no agent or other party to this Agreement has authority to alter or change the terms hereof, except as

provided herein, and no party is or shall be bound by any statement or representation not in conformity herewith.

Section 11. Renewal.

This agreement shall be automatically renewed under the same terms and conditions from year to year following the expiration of the initial term unless terminated pursuant to Section 3 hereof

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

_____Muskogee_____ FIRE DEPARTMENT

Fire Chief

TAHLEQUAH FIRE DEPARTMENT

Fire Chief

CITY OF TAHLEQUAH, OKLAHOMA

Mayor

Attest:

City Clerk

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

City Attorney

Regular City Council

11.

Meeting Date: 09/22/2025
Submitted For: Avery Rigney, Public Works
Initiator: Avery Rigney, Asst. Public Works Director
Department: Public Works
Staff Information Source:

Information

AGENDA ITEM TITLE:

Consider approval to authorize the City Manager to negotiate and execute an amendment to an existing contract between Cook Construction, Port Muskogee, and City of Muskogee and all other appropriate parties for the Southside Industrial Park Sewer Line Project or take other necessary action. (Mike Stewart)

BACKGROUND:

The City, Port, and Cook, along with Burns and McDonnell engineering firm, are working on a project for a sewer line extension. This project has begun and is underway. However, the funding agency is needing language added to the contract to comply with the federal funding of this project. It does not change the cost of the project, but due to a delay in work while the contract is being altered, it may cause additional work days to be added later in the process. This is a housekeeping issue that needs to be resolved to resume work.

RECOMMENDED ACTION:

Approve

Fiscal Impact

Attachments

Amendment #1



WRITTEN AMENDMENT NO. 1
For Contract between Owner and Contractor

Project Name: Southside Sewer Improvements BMcD Project No. 156823
Owner: Muskogee Municipal Authority Client Project No. _____
Contractor: Cook Consulting, LLC Contract No. _____

The below noted modification(s) to subject Contract are directed by Owner and accepted by Contractor (any applicable attachments are specifically identified):

Attachment G - Federal Funding Terms

This Written Amendment, when executed, constitutes a modification to the Contract and all provisions of the Contract, except as modified above and by any previous Written Amendments, shall apply hereto.

OWNER

CONTRACTOR

By _____
Date _____

By _____
Date _____

The conditions of the Written Amendment are noted for compliance.

BURNS & MCDONNELL

By _____

Date _____

ATTACHMENT G

FEDERAL FUNDING TERMS

The terms and conditions provided in this Attachment are general Federal award requirements. Additional terms, conditions, or exceptions may be required that are specific to the Federal financial assistance used in each procurement transaction. Any additional terms, conditions, or exceptions shall be incorporated into a purchase order, contract, or subcontract to ensure compliance with the Federal financial assistance attached to this Contract.

In addition to the terms contained in applicable Contract documents and the requirements mentioned above, the Parties agree to the following Federal Funding Terms.

1 AFFIRMATIVE STEPS FOR CONTRACTING.

- 1.1** Parties acknowledge that any non-Federal entity included in this Contract must take affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. In addition to and in conjunction with 74 O.S. Sections 85.45 through 85.45i., those affirmative steps must include:
- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

- c. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- f. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (a.) through (c.) of this section.

2 INFORMATION SUBMITTED.

Supplier acknowledges that all information, reports, and other documents and data submitted to the State and its representatives in connection with this Contract were, at the time they were (or will be) furnished, and are, as of the date hereof (or will be as of the date they are furnished), true, correct, and complete in all material respects.

3 COMPETITIVE BIDDING.

All funds received by the Supplier herein are subject to the State Purchasing Act and the procurement standards found in 2 CFR Sections 200.321 through 200.323, and 2 CFR Section 200.327. The Supplier acknowledges and agrees that these funds were to the best of Supplier's knowledge competitively bid or covered by an exemption as described therein.

4 AUDITING AND MONITORING REQUIREMENTS.

Supplier acknowledges that the funds used in this transaction are subject to the requirements found in 2 CFR Sections 200.500 through 2 CFR § 200.520; and therefore, the State is subject to audit by Federal and State entities.

- 4.1 The Supplier agrees to provide the State of Oklahoma, the U.S. Department of Treasury, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Supplier which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Supplier agrees to permit any of the foregoing parties to copy or reproduce, by any means, excerpts and transcriptions as reasonably needed, and agrees to cooperate with all such requests. All records related to this transaction must be kept for five years after the completion of this Contract.
- 4.2 If applicable, the Supplier agrees to provide the Treasury Department or authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.
- 4.3 No language in this Contract is intended to prohibit audits or internal reviews by the Treasury Department or the Comptroller General of the United States.
- 4.4 The Supplier further agrees to include a provision requiring such compliance in its lower tier covered transactions.

5 BUYING PREFERENCES.

- 5.1 Domestic Preferences, 2 CFR Section 200.322.** Supplier should, to the greatest extent practicable under the scope of this Contract, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this Contract. For purposes of this section:
- a. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
 - b. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber; and
 - c. Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth below.
- 5.2 Buy America Preference, 2 CFR Part 184.** Applies to Federal awards where funds are appropriated or otherwise made available for infrastructure projects in the United States, regardless of whether infrastructure is the primary purpose of the Federal award. Must be included in all subawards, contracts, and purchase orders for the work performed, or products supplied under the Federal award. Infrastructure encompasses public infrastructure projects in the United States, which includes, at a minimum, the structures, facilities, and equipment for roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and structures, facilities, and equipment that generate, transport, and distribute energy including electric vehicle (EV) charging.

6 STATUTES AND REGULATIONS PROHIBITING DISCRIMINATION.

- 6.1 Executive Order 11246, “Equal Employment Opportunity,”** as amended by EO 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor. Applies to any construction work and subcontract work, or modification thereof, which is paid for in whole or in part with funds obtained from the Federal Government, unless otherwise exempted.

Construction Contracts 41 CFR Section 60-1.4(b). During the performance of this contract, the contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- b. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. which includes that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The contractor will not discharge or discriminate against any employee or applicant for employment because they inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This does not apply to instances in which an employee who has access to the compensation as part of the employee's essential job function discloses the compensation to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- d. The contractor will send to each labor union or representative of workers with which a collective bargaining agreement is in place or other contract or understanding, a notice to be provided advising the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

6.2 Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d, *et seq.*) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibits discrimination on the basis of race, color, or national origin under programs or activities receiving Federal financial assistance.

6.3 Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601, *et seq.*), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.

- 6.4 Section 504 of the Rehabilitation Act of 1973**, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.
- 6.5 Age Discrimination Act of 1975**, as amended (42 U.S.C. §§ 6101, *et seq.*), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.
- 6.6 Title II of the Americans with Disabilities Act of 1990**, as amended (42 U.S.C. §§ 12101, *et seq.*), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
- 6.7 Protections for Whistleblowers.** In accordance with 41 U.S.C. § 4712, the Parties may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. The list of persons and entities referenced includes the following:
- a. A member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A Treasury employee responsible for contract or grant oversight or management;
 - e. An authorized official of the Department of Justice or other law enforcement agency;
 - f. A court or grand jury; or
 - g. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

7 CONTRACT AND SUBCONTRACT LEVEL REQUIREMENTS.

In addition to State procurement regulations, the following Federal regulations apply.

- 7.1 Contracts and Purchases in Excess of \$2,000.** The following applies to contractors and subcontractors performing on Federal funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works, and requires that Supplier must comply with two sets of regulations:

- a. **The Davis–Bacon Act (40 U.S.C. §§ 3141-3144, and 3146-3148)** as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). When applicable, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non–Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non–Federal entity must report all suspected or reported violations to the Federal awarding agency.
- b. **Copeland “Anti–Kickback” Act (40 U.S.C. § 3145)**, as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non–Federal entity must report all suspected or reported violations to the Federal awarding agency.

7.2 Contracts and Purchases in Excess of \$10,000.

- a. **Recovered Materials.** Any state agency or agency of a political subdivision of a state and its suppliers or contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

7.3 Contracts and Subcontracts for \$25,000 and Above

- a. **Suspension and Debarment.** Restricts awards, subawards, contracts, and subcontracts with Suppliers that are debarred, suspended, or otherwise excluded, or declared ineligible for participation in federal assistance programs and activities. This Contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such, the Supplier is required to verify that none of Supplier’s principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935). The Supplier must comply with 2 CFR part 180,

subpart C and 2 CFR part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by the State of Oklahoma. If it is later determined that the Supplier did not comply with 2 CFR part 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the State, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

7.4 Contracts and Purchases \$100,000 and Above

- a. **The Contract Work Hours and Safety Standards Act, 40 U.S.C. §§ 3701-3708.** Applies to all contracts and subcontracts of more than \$100,000 that involve the employment of mechanics or laborers. Under Section 3702 of the Act, contractors and subcontractors shall be required to compute the wages of every mechanic and laborer (including guards and watchmen) on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. *These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.*
- b. **Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended.** Supplier certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. This Supplier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award and require any entities receiving subawards or contracts to do the same. Such disclosures are forwarded from tier-to-tier up to the recipient who in turn will forward the certification(s) to the awarding agency.
** Contractors must sign the attached certification.*

7.5 Contracts and Purchases \$150,000 and Above

- a. **Clean Air Act (42 U.S.C. §§ 7401– 7671q.) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387), as amended.** Supplier agrees to comply with, and require all subcontractors to comply with, all applicable standards, orders, or regulations issued pursuant to these Acts. Supplier agrees to report each violation to the State entity that is party to this Contract and understands and agrees that the State entity will, in turn, report each violation as required to assure notification to the appropriate Environmental Protection Agency.

7.6 Contracts and Purchases \$250,000 and Above

- a. **Remedies.** Contracts for more than the simplified acquisition threshold, currently set at \$250,000, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

8 OTHER APPLICABLE LAWS

- 8.1 Increasing Seat Belt Use in the United States.** Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Supplier is encouraged to adopt and enforce on-the-job seat belt policies and programs for employees when operating company-owned, rented or personally owned vehicles.
- 8.2 Reducing Text Messaging While Driving.** Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Supplier is encouraged to adopt and enforce policies that ban text messaging while driving and establish workplace safety policies to decrease accidents caused by distracted drivers.
- 8.3 Publications.** Any publications produced with funds from a Federal award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
- 8.4 Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

The term *funding agreement* means any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8.5 Prohibition of Certain Telecommunications and Video Surveillance Services or Equipment.

- a. Parties agree that no Federal funds may be obligated or expended in any contract or subcontract that includes obtaining any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system.

As described in Public Law 115–232, section 889, *Covered telecommunications equipment* is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- b. This prohibition does not prevent parties to this Contract or subcontractors from using covered telecommunications equipment and services for their own purposes, provided the covered telecommunications equipment or services are not procured with Federal funds.
- c. In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

8.6 Termination for Cause and Convenience – Provisions under Contract Attachment B apply.

This form is required for purchases of \$100,000 and above

CERTIFICATION REGARDING LOBBYING

Required by 31 CFR Part 21

The undersigned certifies, to the best of their knowledge and belief, that:

- I. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- II. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- III. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subawards, and contracts under grants, loans, and cooperative agreements) and that all Suppliers shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Supplier certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Supplier understands and agrees that the remedies found in Title 31, Chapter 38 of the U.S. Code applies to this certification and disclosure.

Signature of Supplier's Authorized Official

Name

Date

Title

AGREEMENT

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

PROJECT: Southside Sewer Port Improvements

NUMBER: 2024012

CONTRACTOR: Cook's Consulting, LLC
PO Box 10
Ft. Gibson, OK 74434

THIS AGREEMENT is dated as of the 10th day of February, 2025 by and between the OWNER and CONTRACTOR each above identified and collectively referred to as the Parties.

WITNESSETH: That for and in consideration of the payments, covenants and agreements stated herein, the Parties agree as follows:

Article 1. WORK.

CONTRACTOR shall complete all work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Article 2. CONTRACT TIME.

2.1 The Work shall be substantially completed within 120 consecutive calendar days after the date when the Contract Time commences to run as provided in paragraph 3.01 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions.

2.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that the OWNER will suffer financial loss if the Work is not substantially complete within the time specified in paragraph 2.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved with legal or arbitration proceeding the actual loss suffered by the OWNER if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER fifteen hundred

Dollars (\$1,500.00) for each calendar day that expires after the time specified in paragraph 2.1 for substantial completion until the Work is substantially complete.

Article 3. CONTRACT PRICE.

3.1 OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents in current funds as follows: \$0.00.

Article 4. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. The CITY ENGINEER as provided in the General Conditions will process applications for payment.

4.1 PROGRESS PAYMENTS: OWNER will make progress payments on the basis of the CONTRACTOR'S Applications for Payment as recommended by the CITY ENGINEER, on or about the first day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values provided for in the General Conditions.

4.1.1 Prior to 50 percent of Substantial Completion, progress payments will be in an amount equal to 90 percent of the Work completed, and 90 percent of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made. The project retainage may be reduced to 5 percent of the contract amount once the project has reached 50 percent of Substantial Completion.

4.1.2 Upon Substantial Completion, OWNER will pay an amount sufficient to increase total payments to CONTRACTOR to 100% of the Contract Price, less such amounts as the CITY ENGINEER shall determine in accordance with paragraph 14.04 of the General Conditions and less such amounts as the CITY ENGINEER shall determine for completion of punch-list items, if any.

4.2 Final Payment, Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER will pay the remainder of the Contract Price as recommended by the CITY ENGINEER as provided in said paragraph 14.07.

Article 5. INTEREST.

All moneys not paid when due hereunder shall bear interest at the maximum rate allowed by law at the place of the Project.

Article 6. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations.

6.1 CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

6.2 CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon by the ENGINEER in the preparation of the Drawings and Specifications and which have been identified in the Contract Documents.

6.3 CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in paragraph 6.2 as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.

6.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

6.5 CONTRACTOR has given the CITY ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by the CITY ENGINEER is acceptable to CONTRACTOR.

Article 7. CONTRACT DOCUMENTS.

The Contract Documents, which comprise the entire agreement between OWNER and CONTRACTOR, are attached to this Agreement, made a part hereof and consist of the following:

- 7.1 This Agreement (pages 1 to 5, inclusive).
- 7.2 Exhibits to this Agreement.
- 7.3 Performance, Maintenance and Payment Bonds.
- 7.4 Notice of Award and Notice to Proceed.
- 7.5 General Conditions (pages 1 to 52, inclusive).
- 7.6 Supplementary Conditions SC-1 to SC-18

7.7 Specifications bearing the title Port Muskogee Southside Sewer Improvement Bid Tabs List and consisting of divisions and pages as listed in table of contents thereof.

7.8 Drawings, consisting of a cover sheet and sheets numbered 1 through 25, inclusive, bearing the title Southside Sewer Improvements or as elsewhere described in the Contract Documents.

7.9 Addenda numbers 0 to 0, inclusive.

7.10 CONTRACTOR'S Bid

7.11 Any Written Amendment or Work Directive Change, including Change Orders, duly delivered after execution of Agreement.

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be altered, amended or repealed by a Written Amendment or Work Directive Change (as defined in Article 1 of the General Conditions).

Article 8. MISCELLANEOUS.

8.1 Terms used in this Agreement, which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.

8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.3 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, in respect to all covenants, agreements, and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in 4 (four) counterparts each of which shall be deemed an original on the date first above written. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR.

OWNER: Muskogee Municipal
Authority

Company: Cook Consulting, LLC

By:
Title:

By:
Title:

(SEAL)
ATTEST:

(SEAL)
ATTEST:



Barbara Bodentamer, City Attorney
License No. #14962
(If required by Law)

(If Owner is a public body, attach
evidence of authority to
sign and resolution or other documents
authorizing execution of Agreement)

Agent for Service of process

City Clerk
(If required by law)

(If Contractor is a corporation,
attach evidence of authority to
sign.)

The effective date of the contract is 10th day of January, 2025.

Address for giving notices:

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

CONTRACTOR:
Cooks Consulting LLC
P.O. Box 10
Fort Gibson, OK 74434
Bus: _____
Fax: _____

DOCUMENT - LABOR AND MATERIAL PAYMENT BOND

This Bond is issued simultaneously with Performance Bond in favor of Owner conditioned on the full and faithful performance of the Contract.

KNOW ALL MEN BY THESE PRESENTS: that

Cook Consulting, LLC
PO Box 10
Fort Gibson, OK 74434

as Principal, hereinafter called Contractor, and

Great American Insurance Company

301 E 4th Street

Cincinnati, OH 45202

as Surety, hereinafter called Surety, are held, and firmly bound unto

Muskogee Municipal Authority

229 W Okmulgee Ave.

Muskogee, OK 74401

as Oblige, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of One Million Seven Hundred Sixty Thousand Three Hundred Forty Dollars and twenty-eight Cents (\$ 1,716,344.98), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written Agreement dated February 10, 2025 entered into a contract with Owner for Southside Sewer Improvement

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions:

- A. A claimant is defined as one having a direct contract with the Contractor or with a Subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental of equipment directly applicable to the Contract.

DOCUMENT – LABOR AND MATERIAL PAYMENT BOND: continued

- B. The above named Contractor and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of 90 days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this Bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.
- C. No suit or action shall be commenced hereunder by any claimant:
1. Unless claimant other than one having a direct contract with Contractor, shall have given written notice to any two of the following: the Contractor, the Owner, or the Surety within 90 days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to Contractor, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid Project is located, save that such service need not be made by a public officer.
 2. After the expiration of one year following the date on which Contractor ceased Work on the Contract, it being understood, however, that if any limitation embodied in this Bond is prohibited by any Law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such Law.
 3. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.
- D. The amount of this Bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this Bond.

Signed and sealed this 25th day of February 2025.

CONTRACTOR

(CORPORATE SEAL)

Cook's Consulting, LLC

By



Justin Cook

Bond# F297869

DOCUMENT- LABOR AND MATERIAL PAYMENT BOND: continued

SURETY

COUNTERSIGNED: Resident Agent

State of Oklahoma

Great American Insurance Company

B. Ericka Warren

Ericka Warren

By _____

ATTORNEY-IN-FACT

(CORPORATE SEAL)

Ericka Warren

Ericka Warren

(This Bond shall be accompanied with
Attorney-in-Fact's authority from Surety)

END OF SECTION - LABOR AND MATERIAL PAYMENT BOND

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than Seven

No. 0 22533

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
Amanda Applegate	All of	All
James Beavers	Broken Arrow, Oklahoma	\$100,000,000
Terry D. Cupp		
Ericka Warren		
Kristie Thompson		
Levi Farmer		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 30th day of October 2024

Attest

GREAT AMERICAN INSURANCE COMPANY



Stephen C. Beraha

Assistant Secretary

John Webster

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

JOHN WEBSTER (877-377-2406)

On this 30th day of October, 2024, before me personally appeared JOHN WEBSTER, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

Susan A Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 25th day of February, 2025



Stephen C. Beraha

Assistant Secretary

DOCUMENT - PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

Cook Consulting, LLC
PO Box 10
Fort Gibson, OK 74434

as Principal, hereinafter called Contractor, and

Great American Insurance Company

301 E 4th Street

Cincinnati, OH 45202

as Surety, hereinafter called Surety, are held and firmly bound unto

Muskogee Municipal Authority

229 W Okmulgee Ave.

Muskogee, OK 74401

as Obligor, hereinafter called Owner, in the amount of One million, Seven Hundred Sixteen Thousand, Seven Hundred and Forty-four dollars + Ninety-Eight Cents
(\$1,716,344.98), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written Agreement dated February 10, 2025 entered into a contract with Owner for Southside Sewer Improvements

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void otherwise, it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner. Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations, thereunder, the Surety may promptly remedy the default, or shall promptly:

DOCUMENT - PERFORMANCE BOND: continued

- A. Complete the Contract in accordance with its terms and conditions, or
- B. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this Bond must be instituted before the expiration of two years from the date on which final payment under the Contract falls due.

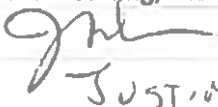
No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators, or successors of the Owner.

Signed and sealed this 25th day of February 2025

CONTRACTOR

(CORPORATE SEAL)

Cook's Consulting, LLC

By 
Justin Cook

DOCUMENT - PERFORMANCE BOND: continued

SURETY

Great American Insurance Company

By Ericka Warren
Ericka Warren

COUNTERSIGNED: Resident Agent

State of Oklahoma

By _____

ATTORNEY-IN-FACT

Ericka Warren
Ericka Warren

(CORPORATE SEAL)

(This Bond shall be accompanied with
Attorney-in-Fact's authority from Surety)

END OF SECTION - PERFORMANCE BOND

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than **Seven**

No. 0 22533

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
Amanda Applegate	All of	All
James Beavers	Broken Arrow, Oklahoma	\$100,000,000
Terry D. Cupp		
Ericka Warren		
Kristle Thompson		
Levi Farmer		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 30th day of October 2024

Attest

GREAT AMERICAN INSURANCE COMPANY



Stephen C. Beraha

Assistant Secretary

John Webster

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 30th day of October

2024, before me personally appeared JOHN WEBSTER, to me known,

being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

JOHN WEBSTER (877-377-2406)



SUSAN A. KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

Susan A. Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 25th day of February 2025



Stephen C. Beraha

Assistant Secretary

BOND NO. F297869

DOCUMENT- MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

Cook Consulting, LLC
Po Box 10
Fort Gibson, OK 74434

as Principal, hereinafter called Contractor, and

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301 E 4th Street
Cincinnati, OH 45202

as Surety, hereinafter called Surety, are held and firmly bound unto

Muskogee Municipal Authority
229 W Okmulgee Ave.
Muskogee, OK 74401

as Obligor, hereinafter called Owner the sum of One Million, Seven Hundred Sixteen Thousand,
one hundred and forty-four dollars (\$1,716,000.00) a full money of the United States of

America, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written Agreement dated February 10, 2025 entered into a contract with Owner for Southside Sewer Improvements

in accordance with the Contract Documents, which contract is by reference incorporated herein, and made a part hereof, and is referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such that, if Contractor shall remedy any defects due to faulty materials or workmanship, and pay for any damage to other work resulting therefrom, which shall appear within a period of 1 year from the Date of Substantial Completion of the Work provided for in the Contract, then this obligation to be null and void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that Owner shall give Contractor and Surety notice of observed defects with reasonable promptness.

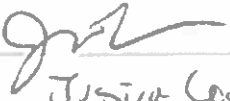
Signed and sealed this 25th day of February 2025

DOCUMENT - MAINTENANCE BOND: continued

CONTRACTOR

(CORPORATE SEAL)

Cook's Consulting, LLC

By 
Justin Cook

SURETY

COUNTERSIGNED: Resident Agent

State of Oklahoma

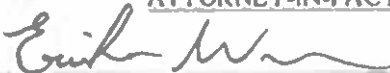
Great American Insurance Company

By 
Ericka Warren

By _____

ATTORNEY-IN-FACT

(CORPORATE SEAL)



Ericka Warren
(This Bond shall be accompanied with
Attorney-in-Fact's authority from Surety)

END OF SECTION - MAINTENANCE BOND

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-389-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than Seven

No. 0 22533

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Name	Address	Limit of Power
Amanda Applegate	All of	All
James Beavers	Broken Arrow, Oklahoma	\$100,000,000
Terry D. Cupp		
Ericka Warren		
Kristie Thompson		
Levi Farmer		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 30th day of October 2024

Attest

GREAT AMERICAN INSURANCE COMPANY



Atty L C. B.

Assistant Secretary

[Signature]

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

JOHN WEBSTER (877-377-2406)

On this 30th day of October, 2024, before me personally appeared JOHN WEBSTER, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

Susan A Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

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CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 25th day of February, 2025



Atty L C. B.

Assistant Secretary



COOKCON-02

EWARREN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/13/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0C38861 Broken Arrow 2720 Hemlock Ct Ste A Broken Arrow, OK 74012	CONTACT Ericka Warren NAME: PHONE (A/C, No, Ext): (918) 258-6681 FAX (A/C, No): (918) 251-7893 E-MAIL ADDRESS: ericka.warren@alliant.com	
INSURED Cook's Consulting, LLC Tom Martin P.O. Box 10 Ft. Gibson, OK 74434	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Valley Forge Insurance Company	20508
	INSURER B: Continental Insurance Company	35289
	INSURER C: Transportation Insurance Company	20494
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR (NSD) WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A X	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ☐ PROJECT ☐ LOC OTHER		6024034018	8/1/2024	8/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		BUA 6024034035	8/1/2024	8/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B X	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000		CUE 6024034004	8/1/2024	8/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WC 6 79870319	1/1/2025	1/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Lease/Rental		6024034018	8/1/2024	8/1/2025	Limit per Occuren 300,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: Southside Sewer Improvements

CERTIFICATE HOLDER

CANCELLATION

Muskogee Municipal Authority
229 W. Okmulgee Ave.
Muskogee, OK 74401

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

DOCUMENT – NOTICE OF AWARD

To: Cook's Consulting, LLC (Bidder)
ATTN: Justin Cook
PO Box 10
Fl. Gibson, OK 74434

Project Name: Southside Sewer Improvements
Owner: Muskogee Municipal Authority

You are notified that your Bid, dated February 10, 2025 for the above Contract has been considered. You are the apparent successful Bidder and are being awarded the Contract for the above stated Project and which is described as follows:
Southside Sewer Improvements

The Contract Price of your Contract is One Million Seven Hundred and Sixteen Thousand Three Hundred and Forty-Four Dollars and Ninety-Eight Cents dollars (\$ \$1,716,344.98).

Three copies of the proposed Contract Documents (except Drawings) accompany this Notice of Award. You must comply with the following conditions precedent within 15 days of the date of this Notice of Award, that is by February 25, 2025.

Deliver to the Owner three fully executed counterparts of the Contract Documents. Each of the counterparts must bear your signature on

1. Deliver with the executed Agreement the Contract security (Bonds) as specified in the Instructions to Bidders, General Conditions, and Supplementary Conditions as applicable.

Failure to comply with these conditions within the time specified will entitle Owner to consider your Bid in default, to annul this Notice of Award, and to declare your Bid security forfeited. Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterparts of the Agreement with the Contract Documents attached. You are required to return an acknowledgement copy of this Notice of Award to the Owner.

Dated this 10th day of February, 2025.

OWNER

Muskogee Municipal Authority

By Jeff Rimmer
Title SENIOR PROJECT MANAGER
Date 2/10 2025

DOCUMENT – NOTICE OF AWARD: continued

ACCEPTANCE OF AWARD

CONTRACTOR

By



Title

MANAGING MEMBER

Date

2/11/2025

20

Copy to Engineer

(Use Certified Mail, Return Receipt requested)

END OF SECTION – NOTICE OF AWARD

Regular City Council**12.**

Meeting Date: 09/22/2025

Submitted For: Tammy Tracy, City Clerk

Initiator: Tammy Tracy, City Clerk

Department: City Clerk

Staff Information Source: Councilor Melody Cranford

Information**AGENDA ITEM TITLE:**

Consider approval of the appointment of Councilor Mike Brawley to serve on the War Memorial Trust Authority, beginning October 1, 2025, and commensurate with his term on the City Council, replacing Councilor Dan Hall, or take other necessary action. (Councilor Melody Cranford)

BACKGROUND:

Councilor Dan Hall has resigned from the War Memorial Trust due to a scheduling conflict. This vacancy must be filled by a member of Council.

RECOMMENDED ACTION:

Recommend approval.

Fiscal Impact**Attachments**

No file(s) attached.

Regular City Council

13.

Meeting Date: 09/22/2025

Submitted For: Tammy Tracy, City Clerk

Initiator: Tammy Tracy, City Clerk

Department: City Clerk

Staff Information Source: Councilor Melody Cranford

Information

AGENDA ITEM TITLE:

Consider approval of the appointment of Angela Wilson to the Street Improvement Advisory Board to fill the expiring term of Lori Thompson, beginning October 1, 2025, and ending on September 30, 2030, or take other necessary action. (Councilor Melody Cranford)

BACKGROUND:

Ms. Lori Thompson's term will expire September 30, 2025. This appointment will fill that vacancy.

RECOMMENDED ACTION:

Approve appointment.

Fiscal Impact

Attachments

Angela Wilson

APPLICATION FOR APPOINTMENT TO A BOARD OR COMMISSION



**CITY OF MUSKOGEE
CITY COUNCIL**

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

Application Instructions:

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

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

Your Full Legal Name: _____ Your Preferred Name: _____

Business Name: _____ Home Address: _____

Job Title/Employment Date: _____ City Zip: _____

Business Address: _____ Ward: 1 2 3 4

Home Phone: _____

Business Phone: _____ Cell Phone: _____

Fax: _____ Home Email: _____

Business Email: _____

Are you registered to vote in City of Muskogee Elections? ☒ Yes ☐ No
Are you a citizen of the United States? ☒ Yes ☐ No

Personal Information:

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

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

APPLICATION FOR APPOINTMENT TO A BOARD OR COMMISSION

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

Previous employment or experience:

Professional Licenses Held (if applicable):

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

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

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

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

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

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

APPLICATION FOR APPOINTMENT TO A BOARD OR COMMISSION

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

RELEASE OF INFORMATION

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

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

Signature of Nominee

Date

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

Signature of Sponsor

Regular City Council

14.

Meeting Date: 09/22/2025

Submitted For: Tammy Tracy, City Clerk

Initiator: Tammy Tracy, City Clerk

Department: City Clerk

Staff Information Source: Councilor Dan Hall

Information

AGENDA ITEM TITLE:

Consider approval of the appointment of James Gulley to the Street Improvement Advisory Board to fill the expiring term of Ann Barker-Ong, beginning November 1, 2025, and ending on October 31, 2030, or take other necessary action. (Councilor Dan Hall)

BACKGROUND:

Ms. Ann Barker-Ong's term will expire October 31, 2025. This appointment will fill that vacancy.

RECOMMENDED ACTION:

Approve appointment.

Fiscal Impact

Attachments

James Gulley

APPLICATION FOR APPOINTMENT TO A BOARD OR COMMISSION



CITY OF MUSKOGEE
CITY COUNCIL

APPLICATION FOR CITY COUNCIL APPOINTMENT TO A BOARD
OR COMMISSION

Application Instructions:

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

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

Urban Renewable

Your Full

Legal Name: James R. Gully

Your

Preferred Name: James

Business Name: Love Bottling Co.

Home Address: 207 Volhalla

Job Title/Employment Date: U.P. Operations City Zip: Muskogee, 74403

Business Address: 3200 S. 24th West Ward: 1 ② 3 4

Home Phone: _____

Business Phone: _____

Cell Phone: _____

Fax: _____

Home Email: _____

Business Email: j

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

Are you a citizen of the United States? Yes No

Personal Information:

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

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

APPLICATION FOR APPOINTMENT TO A BOARD OR COMMISSION

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

Previous employment or experience:

Professional Licenses Held (if applicable):

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

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

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

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

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

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

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



Signature of Nominee

2-1-19

Date

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

Signature of Sponsor