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

(Public Comment during Public Hearing or Agenda item comment)

Council Rules of Decorum limit citizen comments on agenda items and public hearings to five (5) minutes and general comments for non-agenda items to (3) minutes. Any person desiring to address the Committee during such period is required to sign in with the City Clerk prior to the Committee meeting between 5:00 p.m. and 5:15 p.m. on the third floor of City Hall or any time 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
FINANCE COMMITTEE
JUNE 9, 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

1. Consider approval of Finance Committee minutes of May 12, 2025, or take other necessary action.

2. Consider approval of claims for all City departments May 3, 2025 through May 30, 2025, or take other necessary action.

3. Hold a Public Hearing to discuss the City of Muskogee Budget for FY2025-2026, and take other necessary action. (Dennis Read)

   **Note: A complete copy of the FY2025-2026 Budget can be found on the City of Muskogee Website.

4. Consider approval to accept the recommended bids for Water Treatment Plant Chemicals for water treatment as follows: 1) Chlorine at $1.258 per pound to Brenntag Southwest; 2) Fluorosilicic Acid at $0.262 per pound to Pencco, Inc.; 3) Poly-phosphate at $0.61 per pound to Hawkins, Inc.; 4) Aluminum/polymer liquid blend coagulant at $0.4334 to Brenntag Southwest; 5) Sodium Chlorite solution at $0.655 per pound to International Dioxide, Inc.; 6) Ferric Chloride at $0.2435 per pound to Brenntag Southwest; and 7) Copper Sulfate at $0.64 per pound to Brenntag Southwest, or take other necessary action. (Mike Stewart)

5. Consider approval of the lowest and/or best bids for Road Materials from Glover & Associates, Inc., Cooks Consulting, LLC, and APAC Central dba Arkhola, for fiscal year 2025-2026, or take other necessary action. (Mike Stewart)

6. Consider approval of the lowest and/or best bid from Muskogee Redi Mix for concrete materials for City repair and maintenance projects, or take other necessary action. (Mike Stewart)

7. Consider approval of a Master Sales and License Agreement with Routeware, Inc., in an amount not to exceed $76,115.84, and authorize the City Manager to negotiate and execute the same, or take other necessary action. (Mike Stewart)

8. Consider approval to authorize the City Manager to execute a renewal agreement with Great Plains Consulting, LLC, to provide project construction inspection services on various OWRB and Capital Improvement Projects as required by the loan agreement, or take other necessary action. (Mike Stewart)

9. Consider approval of final payment to Ascend Commercial Builders, in the amount of $20,000.00, for Grandview Park, Project No. 2023010, or take other necessary action. (Mark Wilkerson)

10. Consider approval to purchase one (1) New Caterpillar Model 260 C3H2 Skid Steer Loader/Compact Track Loader with all standard equipment, in the amount of $74,031.00, for the Hatbox Event Park, or take other necessary action. (Mark Wilkerson)

ADJOURN

Finance Committee **1.**

Meeting Date: 06/09/2025
Initiator: Jennifer Sharp, Admin II
Department: City Clerk
Staff Information Source:

Information

AGENDA ITEM TITLE:

Consider approval of Finance Committee minutes of May 12, 2025, or take other necessary action.

BACKGROUND:

RECOMMENDED ACTION:

Fiscal Impact

Attachments

05-12-2025 finmin

MINUTES

OF THE FINANCE COMMITTEE
OF THE CITY OF MUSKOGEE, OKLAHOMA
MET IN REGULAR SESSION
IN COUNCIL CHAMBERS OF CITY HALL
MAY 12, 2025

The Finance Committee of the City of Muskogee, Oklahoma, met in Regular Session at 5:30 p.m. on May 12, 2025, in Council Chambers, Municipal Building, 229 W. Okmulgee Ave., Muskogee, Oklahoma.

Present:	Mayor Patrick Cale; Chair Derrick Reed; Committee Member Tracy Hoos; Committee Member Shirley Hilton-Flanary; Committee Member Melody Cranford; Committee Member Dan Hall; Committee Member Tom Martindale; Committee Member Mike Brawley
Absent:	Vice Chair Jaime Stout
Staff Present:	Kendal Francis, City Manager; Katrina Bodenhamer, City Attorney; Tammy L. Tracy, City Clerk; Mike Stewart, Public Works Director; Avery Rigney, Assistant Public Works Director; Sarah Winkle, Acting City Planner; Johnny Teehee, Police Chief; Jody Moore, Fire Chief; Tera Shows, Economic Development Manager; Rick Ewing, Asst. Director of Parks & Recreation; Reggie Cotton, Deputy Police Chief; Jeff Reeves, Project Manager; Mark Wilkerson, Parks & Recreation Director

Mayor W. Patrick Cale proclaimed May 5-11, 2025 as Public Service Recognition Week.

Mayor W. Patrick Cale proclaimed May 28, 2025 as James Howard Treadway Day.

Mayor W. Patrick Cale proclaimed May 2025 as Amyotrophic Lateral Sclerosis (ALS) Month.

Mr. Mike Brawley was sworn in as Ward I Councilor.

Invocation was given by Committee Member Melody Cranford.

Flag Salutes were led by Deputy Mayor Derrick Reed.

1. Consider approval of Finance Committee minutes of April 14, 2025, or take other necessary action.

   Motion was made by Committee Member Tracy Hoos, seconded by Committee Member Shirley Hilton-Flanary to approve Finance Committee minutes of April 14, 2025.

AYE: Mayor Patrick Cale, Chair Derrick Reed, Committee Member Tracy Hoos, Committee Member Shirley Hilton-Flanary, Committee Member Melody Cranford, Committee Member Dan Hall, Committee Member Tom Martindale, Committee Member Mike Brawley

Carried - Unanimously

2. Consider approval of claims for all City departments April 5, 2025 through May 2, 2025, or take other necessary action.

Motion was made by Chair Derrick Reed, seconded by Committee Member Shirley Hilton-Flanary to approve claims for all City departments April 5, 2025 through May 2, 2025.

AYE: Mayor Patrick Cale, Chair Derrick Reed, Committee Member Tracy Hoos, Committee Member Shirley Hilton-Flanary, Committee Member Melody Cranford, Committee Member Dan Hall, Committee Member Tom Martindale, Committee Member Mike Brawley

Carried - Unanimously

3. Consider approval of the lowest and best bid in the amount of $89,800.00, from PCC Sports, for the Spaulding Park Pickleball Repair, Convert, Resurface, Project No. 2025004, or take other necessary action. (Mark Wilkerson)

Motion was made by Committee Member Dan Hall, seconded by Committee Member Melody Cranford to approve of the lowest and best bid in the amount of $89,800.00, from PCC Sports, for the Spaulding Park Pickleball Repair, Convert, Resurface, Project No. 2025004.

AYE: Mayor Patrick Cale, Chair Derrick Reed, Committee Member Tracy Hoos, Committee Member Shirley Hilton-Flanary, Committee Member Melody Cranford, Committee Member Dan Hall, Committee Member Tom Martindale, Committee Member Mike Brawley

Carried - Unanimously

4. Consider approval of the lowest and best bid in the amount of $360,000.00, from Cook Consulting, LLC, for the Honor Heights Park Spillway, Project No. 2025005, or take other necessary action. (Mark Wilkerson)

Motion was made by Committee Member Dan Hall, seconded by Committee Member Melody Cranford to approve of the lowest and best bid in the amount of $360,000.00, from Cook Consulting, LLC, for the Honor Heights Park Spillway, Project No. 2025005.

AYE: Mayor Patrick Cale, Chair Derrick Reed, Committee Member Tracy Hoos, Committee Member Shirley Hilton-Flanary, Committee Member Melody Cranford, Committee Member Dan Hall, Committee Member Tom Martindale, Committee Member Mike Brawley

Carried - Unanimously

5. Consider approval to purchase a Kubota L47TLB-LB Backhoe/Loader for use in the Parks & Recreation Department, in the amount of $78,267.58, utilizing Sourcewell Cooperative Purchase pricing, or take other necessary action. (Mark Wilkerson)

Parks and Recreation Assistant Director Rick Ewing stated this machine will replace the current model from 1994, using the Sourcewell Cooperative Agreement. This agreement saves $17,255.00 off the list price and includes attachments.

Motion was made by Committee Member Dan Hall, seconded by Committee Member Shirley Hilton-Flanary to purchase a Kubota L47TLB-LB Backhoe/Loader for use in the Parks & Recreation Department, in the amount of $78,267.58 as presented, utilizing Sourcewell Cooperative Purchase pricing.

AYE: Mayor Patrick Cale, Chair Derrick Reed, Committee Member Tracy Hoos, Committee Member Shirley Hilton-Flanary, Committee Member Melody Cranford, Committee Member Dan Hall, Committee Member Tom Martindale, Committee Member Mike Brawley

Carried - Unanimously

6. Consider approval of final payment to Sligar Mechanical, LLC, in the amount of $53,600.00, for the Civic Center HVAC Remodel, Project No. 2023020, or take other necessary action. (Mark Wilkerson)

Project Manager Jeff Reeves stated this project was completed successfully on budget, and Staff recommended approval.

Motion was made by Committee Member Dan Hall, seconded by Committee Member Shirley Hilton-Flanary to approve the final payment to Sligar Mechanical, LLC, in the amount of $53,600.00, for the Civic Center HVAC Remodel, Project No. 2023020.

AYE: Mayor Patrick Cale, Chair Derrick Reed, Committee Member Tracy Hoos, Committee Member Shirley Hilton-Flanary, Committee Member Melody Cranford, Committee Member Dan Hall, Committee Member Tom Martindale, Committee Member Mike Brawley

Carried - Unanimously

7. Consider approval of final payment to Cook Consulting, LLC, in the amount of $730,627.69, for Waterline Interconnect Package "C", Project No. 2022003, or take other necessary action. (Mike Stewart)

Project Manager Jeff Reeves stated this project was completed successfully under budget $275,000.00. Staff recommended approval.

Motion was made by Committee Member Dan Hall, seconded by Committee Member Melody Cranford to approve the final payment to Cook Consulting, LLC, in the amount of $730,627.69, for Waterline Interconnect Package "C", Project No. 2022003.

AYE: Mayor Patrick Cale, Chair Derrick Reed, Committee Member Tracy Hoos, Committee Member Shirley Hilton-Flanary, Committee Member Melody Cranford, Committee Member Dan Hall, Committee Member Tom Martindale, Committee Member Mike Brawley

Carried - Unanimously

There being no further business, the meeting was adjourned.

CHAIR DERRICK A. REED
FINANCE COMMITTEE

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Finance Committee **2.**

Meeting Date: 06/09/2025
Submitted For: Dennis Read, Finance
Initiator: Benita Hotema, Assistant Financial Analyst
Department: Finance
Staff Information Source:

Information

AGENDA ITEM TITLE:

Consider approval of claims for all City departments May 3, 2025 through May 30, 2025, or take other necessary action.

BACKGROUND:

Claims for all City departments.

RECOMMENDED ACTION:

Approve claims May 3, 2025 through May 30, 2025.

Fiscal Impact

Attachments

Purchasing Claims 6/9/2025

CITY OF MUSKOGEE CLAIMS

CHECK #	VENDOR	AMOUNT	DESCRIPTION
250161	BLUECROSS/BLUE SHIELD OF OK	101,893.16	insurance
250162	THE ZERO CARD, INC.	17,012.09	insurance
250163	AUSTIN, GREOGRY CHARLES	7.38	utility refund
250164	BEEBE, LAVADA JEAN	25.05	utility refund
250165	BRANDT, BETH	6.18	utility refund
250166	CRABTREE, BILLY E	90.00	utility refund
250167	DANIEL, LESLIE ANNE	7.94	utility refund
250168	DICK, SUSAN BETH	4.32	utility refund
250169	DYE, HENRY M	15.18	utility refund
250170	EASLEY, CAROLYN	52.76	utility refund
250171	FORRESTER, LYNVILL EUGENE	76.90	utility refund
250172	FOUTCH, WILLIAM B	8.11	utility refund
250173	GRAMME, HEATHER RENEE	19.34	utility refund
250174	GREAT LIFE INVESTMENTS	31.13	utility refund
250175	GRIFFITH, TYLER G	20.80	utility refund
250176	J & M INVESTMENTS, LLC	3.77	utility refund
250177	KINDELL, LACEE	21.20	utility refund
250178	LEEDS, LESLIE	90.00	utility refund
250179	LI, XIAO XIA	246.64	utility refund
250180	MCGEE, RICHARD W	13.04	utility refund
250181	MITCHELL, JASON	56.92	utility refund
250182	MUSKOGEE COMMUNITY ACTION	16.66	utility refund
250183	PALMER, RODNEY L	6.66	utility refund
250184	REHEARD, CORBY J	17.38	utility refund
250185	WARD, PAMELA E	4.32	utility refund
250186	MONTA HOLDINGS	25.99	utility refund
250187	MONTA HOLDINGS	26.06	utility refund
250188	MONTA HOLDINGS	22.62	utility refund
250189	AARON MAYHUGH	260.00	travel/education
250190	ACCURATE LABS & TRAINING CENTE	940.00	water testing/lab
250191	ACTION GROUP STAFFING	4,462.31	temp employees
250192	ADVANCE AUTO PARTS 64771111001	622.38	fleet misc
250193	AUSTIN WITT	86.32	travel/education
250194	B & R ELECTRIC SERVICE INC	400.00	electrical contractor
250195	BANNER FIRE EQUIPMENT INC	1,674.00	misc
250196	BEN E. KEITH	732.33	concessions
250197	BLESSED GROUND MAINTENANCE	175.00	lawncare contractor
250198	BRENNTAG SOUTHWEST INC	13,980.00	chemical contractor
250199	BROKEN ARROW ELECTRIC	294.10	electrical supplies/service
250200	CARE AROUND THE CLOCK INC	23,608.24	medical services
250201	LACEY THOMPSON CAYWOOD	300.00	lifeguard recertification
250202	VICTOR CEASAR L	1,500.00	backflow grant
250203	CHAD FARMER	384.00	travel/education
250204	CHRIS CUMMINGS	113.26	travel/education
250205	CLEET	2,829.46	monthly cleet
250206	CNR FENCE CO	9,000.00	Hatbox awnings/bleachers
250207	COFFEE NEWS OF MUSKOGEE	552.45	misc
250208	CONNECT DME, LLC	5,421.92	medical supplies
250209	CREATIVE APPAREL & MORE	319.48	misc
250210	D & F SERVICES LLC	1,250.00	misc
250211	DAVID'S DISCOUNT TIRES INC	921.38	fleet misc
250212	DAVIS FIELD AVIATION, LLC	238.00	misc
250213	DEPARTMENT OF ENVIRONMENTAL QU	372.00	misc

250214	KENYONNE DERRICK	480.00	teen center fitness
250215	DANIELLE DEZSO-JONES	266.00	misc
250216	DIANA WILSON	67.62	travel/education
250217	DONNIE COX	53.00	employee misc
250218	JERRY EATON SCOTT	480.00	teen center tutoring
250219	EXCHANGE CLUB OF MUSKOGEE	110.00	misc
250220	EXPRESS EMPLOYMENT PROFESSIONA	3,449.20	temp employees
250221	FASTENAL COMPANY	423.64	misc supplies
250222	AVERY LAWN CARE	2,710.00	lawncare contractor
250223	FIRE SERVICE TRAINING	1,750.00	fire misc
250224	FIVE STAR DEMOLITION	2,234.50	demo contractor
250225	FLEETPRIDE INC	605.35	misc
250226	FROST OIL CO., LLC	19,417.07	fuel
250227	GORDON'S HEATING-AIR CONDITION	480.00	heat/air contractor services
250228	GRAINGER	525.80	parts/supplies/janitorial
250229	GREAT PLAINS CONSULTING	8,650.00	projects contractor
250230	GREEN COUNTRY BEHAVIORAL HEALT	312.92	clinical sessions
250231	GECH FITNESS, INC.	3,180.61	fitness equipment
250232	HARNESS ROOFING, INC	1,807.91	contract services
250233	HARRISON TIRE & SUPPLY	430.00	fleet misc
250234	HEARTLAND BUSINESS SYSTEMS, LL	5,216.64	IT maintenance
250235	HIGHLINE AFTERMARKET	1,211.31	fleet misc
250236	HOLT TRUCK CENTERS OF OKLAHOMA	150.00	fleet misc
250237	HONOR HEIGHTS VET CLINIC #6530	207.56	animal shelter misc
250238	HUGG AND HALL EQUIPMENT COMPAN	1,730.00	misc
250239	JAMES HILL	5.00	employee misc
250240	JAMES HODGE FORD-LINCOLN-MERC	163.80	fleet misc
250241	LEGACY WIRE & SUPPLY LLC	1,014.40	misc
250242	JARED CAPTIAL, LLC	3,200.00	solar lease
250243	JAY HODGE CHEVROLET CADILLAC I	861.83	fleet misc
250244	LORI JEFFERSON	760.00	teen center tutoring
250245	KENT KAMP	210.00	teen center fitness
250246	JACOB KARLIK FRANCIS	1,000.00	AllAboard contractor
250247	KENNETH CLAYPOOL	19.00	travel/education
250248	KING TIRES OF MUSKOGEE INC	30.00	fleet
250249	KTFX FM RADIO STATION	500.00	radio ad
250250	KYLE EDWARDS BUICK GMC INC	296.24	fleet
250251	MARVIN LEDBETTER LOUIS	102.00	flower power staff meals
250252	LEVI PRIER	5.00	employee misc
250253	LOCKE SUPPLY CO	176.74	misc supplies/parts
250254	LOWES	1,621.28	misc supplies/parts
250255	MARVIN FENNELL	19.00	travel/education
250256	MCINTOSH CORP	3,731.09	plumbing contractor
250257	MIKE HALEY	5.00	employee misc
250258	MIKE HALEY	260.00	travel/education
250259	MORGAN SERVICES COMPANY LLC	70.00	tow services
250260	MUNICIPALH2O.COM	500.00	misc
250261	KELLY MURRY	570.00	airport jantorial services
250262	MUSKOGEE COMMUNICATIONS, INC.	450.00	communications
250263	MUSKOGEE COUNTY CLERK	90.00	filing fees
250264	MUSKOGEE COUNTY TRANSIT AUTHOR	13,271.51	City transportation services
250265	MUSKOGEE MEDICAL CENTER AUTHOR	14,720.28	note/interest
250266	MUSKOGEE MEDICAL CENTER AUTHOR	12,640.69	note/interest
250267	MUSKOGEE SIGN AND BANNER	300.00	misc
250268	MUSKOGEE TOURISM AUTHORITY	111,987.98	Hotel/Motel submission

250269	MUTUAL OF OMAHA INSURANCE CO	17,516.42	insurance
250270	OKIE SAFETY CONSULTING, LLC	2,250.00	plan review services
250271	OKLAHOMA CORRECTIONAL INDUSTRI	38,786.00	sheep&hog pens
250272	OKLAHOMA NATURAL GAS	2,399.95	city utility
250273	OKLAHOMA TURNPIKE AUTHORITY (O	6.88	tolls
250274	OKLAHOMA UNIFORM BUILDING CODE	268.00	misc
250275	ONE SOURCE WATER LLC	210.03	misc
250276	OREILLY AUTO PARTS	6,260.33	fleet parts
250277	OSBI	2,795.06	monthly fees
250278	OSBI	2,676.97	monthly fees
250279	OTA-PLATEPAY	8.06	tolls
250280	PATE INDUSTRIAL SUPPLY INC	75.98	misc
250281	PICTOMETRY INTERNATIONAL CORP	2,200.00	misc
250282	PIED PIPER SERVICES	75.00	misc
250283	PREMIER TRUCK GROUP	1,015.22	fleet misc/parts
250284	PREMIER USA INC.	3,902.01	temp employees
250285	CHASETON PRINCE G	500.00	AllAboard performer
250286	MICHEAL RAPPE	75.00	misc
250287	DERRICK REED	184.99	allowance
250288	RELIABLE DOOR SERVICES, LLC	2,329.64	misc services
250289	BFI WASTE SERVICES, LLC	427.51	misc
250290	RETAIL ATTRACTIONS LLC	4,125.00	economic development consultant
250291	ROSSON WHEEL SERVICE	85.00	fleet misc
250292	SADLER PAPER COMPANY	1,472.79	janitorial/misc supplies
250293	SANDY ALEXANDER	50.00	misc
250294	JENNIFER SARGENT	540.00	teen center tutoring
250295	SBA 2012 TC ASSETS	607.75	misc
250296	SPECIAL OPS UNIFORMS	1,266.68	uniforms
250297	STAUB INVESTMENTS INC. DBA GAL	80.00	misc
250298	STEWART MARTIN EQUIPMENT	754.54	misc parts
250299	SUDDENLINK	660.00	misc
250300	SUPERIOR LINEN SERVICE INC	486.30	towels/mats services
250301	T K PUBLISHING	1,640.00	misc
250302	T-MOBILE USA INC.	3,270.73	City mobile phones/data
250303	THOMAS HUDGENS	384.00	travel/education
250304	THYSSENKRUPP ELEVATOR CORP	1,145.68	elevator service
250305	TLS GROUP, INC	5,852.50	signal maintenance
250306	TRANSUNION RISK & ALTERNATIVE	165.00	misc
250307	TREY CHAPLIN	38.00	travel/education
250308	UNIFIRST HOLDINGS LP	830.07	uniforms
250309	UPLIFT TREE TRIMING	1,200.00	misc services
250310	WHEELER METALS	229.14	misc
250311	YORK & MAIN EQUITY GROUP INC	61,841.26	sewer repair
250312	DELTA DENTAL PLAN OF OKLAHOMA	845.74	insurance
250313	DELTA DENTAL PLAN OF OKLAHOMA	26,861.14	insurance
250314	THE ZERO CARD, INC.	35,798.29	insurance
250315	CHRISTIAN SLOAN	19.00	travel/education
250316	DARREN MURRELL	19.00	travel/education
250317	SHIRLEY HILTON-FLANARY	75.00	allowance
250318	TRACY ALAN HOOS II	75.00	allowance
250319	ENDEAVOR PARENT, LLC	20,000.00	Civic Center performer
250320	BARNES, CONNOR	42.12	utility refund
250321	BERMUDEZ, MARIO	14.62	utility refund
250322	CAMERON, BARBARA	16.66	utility refund
250323	FUELSMART (SHRI BALAJI LLC)	425.68	utility refund

250324	GATICA, YADIRA	100.00	utility refund
250325	JACKSON, DOUGLAS DEAN	17.41	utility refund
250326	MCCLATCHEY, MIKEAL	20.97	utility refund
250327	MOONEY, TROY W	31.13	utility refund
250328	SCHALSKI, WAYNE	138.25	utility refund
250329	SEAY, WILIAM W	22.27	utility refund
250330	TCS ENTERPRISES LLP	23.89	utility refund
250331	TRAMMEL, ANN	27.94	utility refund
250332	WHITTIKER, JENIPHER JAE	16.66	utility refund
250333	BLUECROSS/BLUE SHIELD OF OK	93,581.24	insurance
250334	MEDFORD AERO AG, LLC	64.59	utility refund
250335	WALLACE, ALLISON ANN	39.22	utility refund
250336	BLUECROSS/BLUE SHIELD OF OK	50,964.37	insurance
250337	AARON MAYHUGH	147.83	employee misc
250338	ACCURATE LABS & TRAINING CENTE	270.00	water testing/lab
250339	ACTION GROUP STAFFING	9,175.62	temp employees
250340	ADVANCED WORKZONE SERVICES	2,947.50	traffic supplies
250341	AIRGAS USA LLC	131.00	misc
250342	ALEXANDER SCOTT	857.42	misc
250343	ALLSTATE TERMITE&PEST SOLUTION	5,140.00	pest services contractor
250344	AMERICAN GENERAL CONTRACTING	150.00	misc
250345	APAC CENTRAL INC	1,112.65	contract services
250346	B & R ELECTRIC SERVICE INC	4,800.00	electrical contractor
250347	FERGUSON BUSINESS FORMS, LLC	1,274.94	misc
250348	BANK OF OKLAHOMA-WEALTH MANAGE	937.50	misc
250349	BCS INSURANCE COMPANY	72,644.53	insurance
250350	BEN E. KEITH	2,840.89	concessions
250351	BG PRODUCTS INC	2,438.20	fleet misc
250352	BLESSED GROUND MAINTENANCE	17,290.00	lawncare contractor
250353	BRENNTAG SOUTHWEST INC	27,960.00	chemical contractor
250354	BROCK SUPPLY CO	214.93	fleet misc
250355	BROKEN ARROW ELECTRIC	304.65	electrical supplies/service
250356	CHELSEA BROWN	990.00	health services
250357	BROWN'S SHOE FIT CO #87	305.00	employee vouchers
250358	ERIC BURK	400.00	umpire
250359	BWI COMPANIES, INC	1,873.63	Parks chemicals/mowing
250360	CERTIFIED LABORATORIES	805.85	misc
250361	CHARBONNEAU, BILLY JO	75.00	sf instructor
250362	CINTAS CORPORATION #2	199.80	misc
250363	COLIN IRONS DRILLING & POOL SE	21,193.00	Waterpark tank repair
250364	COMMUNITYSCALE LLC	7,799.00	Comprehensive Housing Study
250365	CORAL SWIMMING POOL SUPPLY CO	910.00	parks misc
250366	ZANE CORY	405.00	umpire
250367	CREATIVE APPAREL & MORE	81.00	misc
250368	DAVID'S DISCOUNT TIRES INC	821.36	fleet misc
250369	DURAY DAVIS	315.00	umpire
250370	DEALERS ELECTRICAL SUPPLY	4,526.84	Waterpark supplies/parts
250371	DEBRA DELZEIT	125.00	sf instructor
250372	DEPARTMENT OF ENVIRONMENTAL QU	124.00	misc
250373	DIANA WILSON	249.00	employee misc
250374	DIRECTV LLC	214.48	airport communications
250375	EAST CENTRAL ELECTRIC	2,632.00	city utility
250376	EDDIE BLUNK	57.00	travel/education
250377	EDDIE EDWARDS	22.50	employee misc
250378	EDWARD GANDY	57.00	travel/education

250379	EVOQUA WATER TECHNOLOGIES LLC	1,116.00	chemical contractor
250380	EWING IRRIGATION	20,661.18	Parks chemicals
250381	EXPRESS EMPLOYMENT PROFESSIONA	6,134.37	temp employees
250382	FASTENAL COMPANY	673.26	misc supplies
250383	AVERY LAWN CARE	2,910.00	lawncare contractor
250384	FIRE SERVICE TRAINING	450.00	fire misc
250385	FITNESS ON DEMAND LLC	229.00	swim&fit misc
250386	FLEETPRIDE INC	308.81	misc
250387	FRONTIER EQUIPMENT	114.36	misc
250388	KARLA D GIBSON	100.00	sf instructor
250389	GRAINGER	705.25	parts/supplies/janitorial
250390	HACH COMPANY	824.00	misc
250391	HARRISON TIRE & SUPPLY	80.00	fleet misc
250392	LEVI HAWORTH	315.00	umpire
250393	HOLLOWAY UPDIKE AND BELLEN INC	3,400.00	project contractor
250394	HOMELAND STORES INC	78.95	misc
250395	MICHELLE HUGHEY RENEE	280.00	umpire
250396	I 40 RACE SERVICE LLC	96.00	misc
250397	IMPROVED CONSTRUCTION METHODS	599.84	misc
250398	INCOR	2,340.00	contract services
250399	GAS AND SUPPLY	43.18	misc
250400	JAMES HODGE FORD-LINCOLN-MERC	130.62	fleet misc
250401	JAMES SHOOK	57.00	travel/education
250402	HAYLEY KOWIS A	225.00	misc
250403	KTFX FM RADIO STATION	200.00	radio ad
250404	KAREN LAUDERDALE	100.00	sf instructor
250405	DEWEY LAWSON WAYNE	405.00	upmire
250406	LAZY J PROPERTIES, ANGELA YOUN	100.00	sf instructor
250407	LEXISNEXIS	241.00	misc
250408	GARY LIVELY	360.00	umpire
250409	LOCKE SUPPLY CO	78.37	misc supplies/parts
250410	TALON LONGSHORE	400.00	umpire
250411	LORI PAULSON	2,500.00	Waterpark startup
250412	LORI PAULSON	600.00	DepotGreen startup
250413	LOVE BOTTLING CO - #208400	274.20	misc
250414	LOVE BOTTLING CO - #208410	22.08	misc
250415	LOVE BOTTLING CO - #515580	16.56	misc
250416	LOWES	2,451.06	misc supplies/parts
250417	MARVIN'S MOWERS AND OUTDOOR LL	503.81	misc parts
250418	RODNEY L. MATHEWS	400.00	misc
250419	MATLOCK SECURITY SERVICES	105.00	misc services
250420	CLARENCE MCBRIDE	360.00	umpire
250421	MCINTOSH SERVICE LLC	1,956.47	misc
250422	MORGAN SERVICES COMPANY LLC	120.00	tow services
250423	KELLY MURRY	120.00	airport jantorial services
250424	MUSKOGEE CITY COUNTY 911 TRUST	45,640.93	PD/FD dispatch fees
250425	MUSKOGEE CITY-COUNTY PORT AUTH	224.85	misc
250426	MUSKOGEE COUNTY CLERK	180.00	filing fees
250427	MUSKOGEE DAILY PHOENIX	877.05	ad/subscriptions
250428	MUSKOGEE LOCK & KEY	104.07	misc
250429	MUSKOGEE REDI-MIX LLC	4,387.50	concrete contractor
250430	NEWTON, BRYCE DBA	98.50	misc
250431	NUTRICA AG SOLUTIONS	4,936.00	misc
250432	OFFICE CONNECTIONS LLC	19.99	office supplies
250433	OFFICE DEPOT	103.64	office supplies

250434	OHIO CHAPTER OF IAAI	500.00	registration
250435	OKIE SAFETY CONSULTING, LLC	6,375.00	plan review services
250436	OKLAHOMA NATURAL GAS	1,202.72	city utility
250437	ONE SOURCE WATER LLC	159.46	misc
250438	OREILLY AUTO PARTS	1,087.42	fleet parts
250439	PATE INDUSTRIAL SUPPLY INC	161.13	misc
250440	PITNEY BOWES INC	265.59	postage
250441	POWER PLAY LLC	225.00	misc
250442	R J THOMAS MFG CO INC	2,086.00	misc
250443	SHERRY S. RICE	100.00	sf instructor
250444	ROSSON WHEEL SERVICE	85.00	fleet misc
250445	ROY'S UPHOLSTERY	55.00	fleet misc
250446	SADLER PAPER COMPANY	466.90	janitorial/misc supplies
250447	SHANNON CHEMICAL CORPORATION	29,852.58	chemical contractor
250448	ELI SINGLETON	360.00	umpire
250449	JAMES SOUTHCOTT A	75.00	misc
250450	STAUB INVESTMENTS INC. DBA GAL	288.00	misc
250451	SUPERIOR LINEN SERVICE INC	64.13	towels/mats services
250452	TECHNICAL PROGRAMMING SERVICES	6,097.89	bill notices
250453	TIGER NATURAL GAS INC	774.66	city utility
250454	TLS GROUP, INC	10,275.72	signal maintenance
250455	GARY L UNDERWOOD	315.00	umpire
250456	UNIFIRST HOLDINGS LP	3,014.04	uniforms
250457	UTILITY TECHNOLOGY SERVICES IN	2,860.00	meter software
250458	VISION SERVICE PLAN INSURANCE	10,630.12	insurance
250459	WASTE MANAGEMENT OF OKLAHOMA I	40,591.72	landfill
250460	CINDY WAYMAN	300.00	sf instructor
250461	WELDON PARTS - MUSKOGEE	386.67	misc
250462	LAURA WICKIZER	150.00	sf instructor
250463	STACY WILLHITE	360.00	umpire
250464	YORK & MAIN EQUITY GROUP INC	36,244.94	sewer repair
250465	THE ZERO CARD, INC.	11,277.20	insurance
250466	BAIR, JENNIE M	23.89	utility refund
250467	BLAKE, MENDY	47.25	utility refund
250468	DAUGHERTY, TAMMY S	90.00	utility refund
250469	DOBBS, HAYLIE N	62.25	utility refund
250470	MCCLURG, STEPHEN R	36.33	utility refund
250471	MID CONT CONSTRUCTION	26.06	utility refund
250472	MONTA HOLDINGS	55.76	utility refund
250473	MONTA HOLDINGS, LLC	90.00	utility refund
250474	TOTAL MANAGEMENT, LLC	90.76	utility refund
250475	TOTAL MANAGEMENT, LLC	193.81	utility refund
250476	SUPERIOR LINEN SERVICE INC	95.75	towels/mats services
250477	UTILITY TECHNOLOGY SERVICES IN	29,730.00	meter software
250478	AARON MAYHUGH	208.00	travel/education
250479	ACCURATE LABS & TRAINING CENTE	695.00	water testing/lab
250480	ACTION GROUP STAFFING	7,201.10	temp employees
250481	ADVANCE AUTO PARTS 64771111001	701.10	fleet misc
250482	ADVANCED WORKZONE SERVICES	8,658.50	traffic supplies
250483	AIRGAS USA LLC	119.64	misc
250484	AMERICAN RED CROSS-TRAINING SE	658.00	misc
250485	APAC CENTRAL INC	9,060.29	contract services
250486	AT&T #918 682-2825 211 0	266.50	misc services
250487	B & R ELECTRIC SERVICE INC	150.00	electrical contractor
250488	BANCFIRST	184,307.83	TIF loan payment

250489	THE BECKMAN COMPANY	30.00	misc
250490	BEN E. KEITH	1,392.14	concessions
250491	BENJAMIN HUDSON	630.00	travel/education
250492	BEST VERSION MEDIA LLC	353.60	misc
250493	BROADCAST MUSIC INC	6.91	misc
250494	BROKEN ARROW ELECTRIC	603.99	electrical supplies/service
250495	BROWN'S SHOE FIT CO #87	305.00	employee vouchers
250496	CDW GOVERNMENT INC	91.91	misc
250497	CITYWIDE PROPERTY MAINTENANCE	1,750.00	lawncare contractor
250498	CONNECT DME, LLC	2,787.99	medical supplies
250499	CORE & MAIN LP	199.00	publicworks parts
250500	CORPORATE TO CASUAL SCREEN PRI	66.00	misc
250501	CROWDER AUTO GLASS	50.00	fleet misc
250502	DAVID'S DISCOUNT TIRES INC	143.37	fleet misc
250503	DEALERS ELECTRICAL SUPPLY	138.90	misc
250504	DOBSON FIBER	10,457.84	communications
250505	DUB ROSS COMPANY	5,099.94	Publicworks pipe/couplers
250506	EAST CENTRAL ELECTRIC	38.23	city utility
250507	EPTURA, INC	16,769.48	IT software license/support
250508	EXPRESS EMPLOYMENT PROFESSIONA	3,002.32	temp employees
250509	FASTENAL COMPANY	229.01	misc supplies
250510	AVERY LAWN CARE	710.00	lawncare contractor
250511	FIVE STAR DEMOLITION	14,784.00	demo contractor
250512	FIVE STAR OFFICE SUPPLY	390.78	office supplies
250513	FROST OIL CO., LLC	24,127.21	fuel
250514	GREEN COUNTRY BEHAVIORAL HEALT	1,087.50	clinical sessions
250515	GUARD TRONIC INC	686.73	security services
250516	HALFF ASSOCIATES, INC.	9,887.95	Comprehensive plan update
250517	HAWKINS, INC.	2,167.60	chemical contractor
250518	HOLLOWAY UPDIKE AND BELLEN INC	2,280.00	project contractor
250519	INHOUSE ADVERTISING LLC	1,000.00	event advertising
250520	INNOVATIVE SOLUTION ADVISORS L	1,830.18	misc
250521	JAMES HODGE FORD-LINCOLN-MERC	25.44	fleet misc
250522	JERAMIE GARCIA	630.00	travel/education
250523	JEREMY ROSS MC PLLC	90.00	drug/alcohol testing
250524	JOHN DEERE FINANCIAL F.S.B.	534.96	employee vouchers
250525	JOHNSON'S SERVICE COMPANY	346.75	misc
250526	LAKE REGION ELECTRIC COOPERATI	4,333.00	city utility
250527	LEXISNEXIS	231.00	misc
250528	LIBERTY PRESS	592.10	misc
250529	THE LIFEGUARD STORE	359.41	parks misc
250530	LOCKE SUPPLY CO	821.96	misc supplies/parts
250531	LOVE BOTTLING CO - #237600	1,352.00	misc
250532	LOWES	1,852.86	misc supplies/parts
250533	MARC MILLER BUICK-GMC, INC.	57.32	fleet misc
250534	MARMIC FIRE & SAFETY CO INC	605.00	misc
250535	MARVIN'S MOWERS AND OUTDOOR LL	473.48	misc parts
250536	MCINTOSH CORP	3,477.47	plumbing contractor
250537	MORGAN SERVICES COMPANY LLC	35.00	tow services
250538	KELLY MURRY	105.00	airport jantorial services
250539	MUSKOGEE COUNTY CLERK	360.00	filing fees
250540	MUSKOGEE COUNTY ELECTION BOARD	12,953.30	pre-election expense
250541	MUSKOGEE COUNTY SHERIFFS DEPAR	15,606.00	jail bill
250542	MUSKOGEE DAILY PHOENIX	544.70	ad/subscriptions
250543	MUSKOGEE LOCK & KEY	184.94	misc

250544	MUSKOGEE REDI-MIX LLC	3,300.00	concrete contractor
250545	MUSKOGEE YOUTH SERVICES	2,462.72	community service program
250546	OFFICE CONNECTIONS LLC	85.92	office supplies
250547	OKLAHOMA EQUIPMENT SOLUTIONS	1,323.15	fleet truck parts
250548	OKLAHOMA NATURAL GAS	1,178.27	city utility
250549	OKLAHOMA STATE ATHLETIC COMMIS	1,387.56	misc
250550	OKLAHOMA TURNPIKE AUTHORITY (O	178.93	tolls
250551	ONE SOURCE WATER LLC	63.92	misc
250552	OREILLY AUTO PARTS	2,379.83	fleet parts
250553	P & K EQUIPMENT	226.97	fleet parts
250554	PANDA'S DRYWALL AND REMODELING	13,330.00	AnimalShelter remodeling/drywall
250555	PATE INDUSTRIAL SUPPLY INC	59.98	misc
250556	PIED PIPER SERVICES	75.00	misc
250557	PILGRIM, TY	2,704.00	RCF event
250558	PITNEY BOWES INC	423.00	postage
250559	PORTCITY BODYSHOP INC DBA SAFE	125.00	fleet misc
250560	PREMIER USA INC.	1,376.30	temp employees
250561	PROSEGUR EAS USA, LLC	4,391.10	City Hall security
250562	RA OUTDOORS, LLC DBA ASPIRA	10.50	misc
250563	RAILROAD MANAGEMENT COMPANY II	954.35	misc
250564	ROSSON WHEEL SERVICE	170.00	fleet misc
250565	SADLER PAPER COMPANY	1,727.68	janitorial/misc supplies
250566	SPECIAL OPS UNIFORMS	16.00	uniforms
250567	SUPERIOR LINEN SERVICE INC	193.46	towels/mats services
250568	TENDER TOUCH AUTO WASH INC	637.00	fleet misc
250569	TERA SHOWS	344.98	travel/education
250570	TIGER NATURAL GAS INC	3,491.64	city utility
250571	TOTAL ADMINISTRATIVE SERVICES	184.62	misc
250572	TULSA ASPHALT LLC	2,318.80	contractor services
250573	TULSA TURN OUT GEAR REPAIR	270.00	misc
250574	ULINE INC	1,595.83	misc
250575	UNIFIRST HOLDINGS LP	990.27	uniforms
250576	UTILITY TECHNOLOGY SERVICES IN	1,590.00	meter software
250577	WALKER COMPANIES	140.00	notary registration
250578	WATER TECH, INC.	21,078.72	chemical contractor
250579	YORK & MAIN EQUITY GROUP INC	15,580.00	sewer repair
250580	THE ZERO CARD, INC.	24,723.34	insurance
250581	DISMANG, CHAD COLEMAN	117.50	utility refund
250582	EASLEY, MISTY JUANITA	28.20	utility refund
250583	EDWARDS, LASHAUN M	14.76	utility refund
250584	FOUTCH, WILLIAM BLAKE	39.22	utility refund
250585	MID CONTINENT CONSTRUCTION	32.13	utility refund
250586	MIRKA, LLC	44.82	utility refund
250587	MORGAN, FRANK	12.62	utility refund
250588	PAYNE, DEMETRION A	100.00	utility refund
250589	THE ZERO CARD, INC.	2,215.66	insurance
250590	A & J RENTAL AND SALES	874.00	misc
250591	AARON MAYHUGH	151.34	employee misc
250592	AC-OWEN CONSTRUCTION, LLC	122,811.76	projects contractor
250593	ACCURATE LABS & TRAINING CENTE	3,825.00	water testing/lab
250594	ACTION GROUP STAFFING	4,061.56	temp employees
250595	ACTION IMPRINTS	2,375.00	printing services
250596	ADVANCED WORKZONE SERVICES	2,319.00	traffic supplies
250597	AMERICAN RED CROSS-TRAINING SE	282.00	misc
250598	ANIMAL EMERGENCY CENTER, PC	272.00	misc

250599	APAC CENTRAL INC	3,190.39	contract services
250600	APPLIED MEDIA CONCEPTS INC	6,820.00	event setup materials
250601	B & R ELECTRIC SERVICE INC	650.00	electrical contractor
250602	BANNER FIRE EQUIPMENT INC	738.76	misc
250603	BG PRODUCTS INC	1,971.90	fleet misc
250604	BLESSED GROUND MAINTENANCE	13,800.00	lawncare contractor
250605	BLUECROSS/BLUE SHIELD OF OK	85.00	insurance
250606	XAVIER BROADNAX	25.00	sf instructor
250607	BROKEN ARROW ELECTRIC	105.31	electrical supplies/service
250608	BROWN'S SHOE FIT CO #87	569.99	employee vouchers
250609	CHARBONNEAU, BILLY JO	100.00	sf instructor
250610	CINCINNATI RADIATOR SERVICE IN	125.00	fleet misc
250611	CINTAS CORPORATION #2	113.47	misc
250612	CITYWIDE PROPERTY MAINTENANCE	1,750.00	lawncare contractor
250613	COMMUNITY CARE EAP	520.70	misc
250614	CONNECT DME, LLC	3,649.95	medical supplies
250615	COWAN GROUP ENGINEERING LLC	1,422.00	projects contractor
250616	CRAWFORD & ASSOCIATES, P.C.	7,620.00	audit services
250617	D & F SERVICES LLC	244.00	misc
250618	DAVID'S DISCOUNT TIRES INC	1,161.82	fleet misc
250619	DELL MARKETING LP	4,211.85	IT misc
250620	DEBRA DELZEIT	75.00	sf instructor
250621	DEPARTMENT OF ENVIRONMENTAL QU	23.00	misc
250622	DUBOIS CHEMICALS INC	420.00	misc
250623	EAST CENTRAL ELECTRIC	1,001.48	city utility
250624	EXPRESS EMPLOYMENT PROFESSIONA	3,877.44	temp employees
250625	FASTENAL COMPANY	337.23	misc supplies
250626	AVERY LAWN CARE	2,910.00	lawncare contractor
250627	FIVE STAR OFFICE SUPPLY	35.11	office supplies
250628	FLEETPRIDE INC	319.07	misc
250629	FRONTIER EQUIPMENT	453.45	misc
250630	FROST OIL CO., LLC	19,616.55	fuel
250631	KARLA D GIBSON	75.00	sf instructor
250632	GORFAM MARKETING, INC	567.20	misc
250633	HARRISON TIRE & SUPPLY	530.00	fleet misc
250634	USA BLUEBOOK	61.12	PW lab equipment
250635	HIGHLINE AFTERMARKET	1,546.46	fleet misc
250636	HOLT TRUCK CENTERS OF OKLAHOMA	239.84	fleet misc
250637	INHOUSE ADVERTISING LLC	735.00	event advertising
250638	J & M ROOTER	1,500.00	misc services
250639	JOHN DEERE FINANCIAL F.S.B.	149.99	employee vouchers
250640	STEVEN JOHNS II W	1,600.00	AllAboard sound&lighting
250641	KAREN LAUDERDALE	75.00	sf instructor
250642	LAZY J PROPERTIES, ANGELA YOUN	100.00	sf instructor
250643	THE LIFEGUARD STORE	422.05	parks misc
250644	LOCKE SUPPLY CO	49.93	misc supplies/parts
250645	LOVE BOTTLING CO - #208400	30.00	misc
250646	LOWES	2,861.45	misc supplies/parts
250647	MAIN STREET MUSKOGEE, INC	25,000.00	FY24-25 4thquarter remit
250648	MARC MILLER BUICK-GMC, INC.	18.37	fleet misc
250649	MARVIN'S MOWERS AND OUTDOOR LL	61.75	misc parts
250650	MCINTOSH CORP	482.47	plumbing contractor
250651	MIKE HALEY	151.34	employee misc
250652	MORGAN SERVICES COMPANY LLC	85.00	tow services
250653	KELLY MURRY	105.00	airport jantorial services

250654	MUSKOGEE COUNTY CLERK	54.00	filing fees
250655	MUSKOGEE DAILY PHOENIX	1,351.84	ad/subscriptions
250656	MUSKOGEE LOCK & KEY	358.72	misc
250657	MUSKOGEE REDI-MIX LLC	2,592.50	concrete contractor
250658	OFFICE DEPOT	979.85	office supplies
250659	OG&E - ACCT #35947999-5	189,229.69	city utility
250660	OKLAHOMA MUNICIPAL ASSURANCE G	488.00	misc
250661	OKLAHOMA NATURAL GAS	1,741.05	city utility
250662	OKLAHOMA STATE DEPT OF HEALTH	20.00	misc
250663	OKLAHOMA STATE DEPT OF HEALTH	335.00	misc
250664	OREILLY AUTO PARTS	1,346.41	fleet parts
250665	PINKLEY SALES	14,999.00	Publicworks camera system
250666	ROBERT POINTS	11,300.00	animal shelter HVAC system
250667	ADAM M. POTTS DBA LAWNSTARS	525.00	lawncare contractor
250668	PREMIER USA INC.	2,394.17	temp employees
250669	PVS TECHNOLOGIES, INC.	22,281.60	chemical contractor
250670	SHERRY S. RICE	50.00	sf instructor
250671	AMY ROBERTS MICHELLE	1,500.00	backflow app reimbursement
250672	HENDERSON COFFEE	285.64	misc
250673	ROY'S UPHOLSTERY	275.00	fleet misc
250674	SADLER PAPER COMPANY	115.17	janitorial/misc supplies
250675	SOONER EMERGENCY SERVICES INC	4,194.25	Waterplant services
250676	SOUTHERN TIRE MART, LLC	1,897.50	fleet
250677	STANDARD INSURANCE COMPANY	19,955.49	insurance
250678	STAUB INVESTMENTS INC. DBA GAL	140.00	misc
250679	STEIDLEY & NEAL, PLLC	980.00	legal fees
250680	STEWART MARTIN EQUIPMENT	15.10	misc parts
250681	SUPERIOR LINEN SERVICE INC	125.34	towels/mats services
250682	TIM SYNAR	5,595.00	spay/neuter services
250683	TECHNICAL PROGRAMMING SERVICES	6,566.02	bill notices
250684	THYSSENKRUPP ELEVATOR CORP	7,744.49	elevator service
250685	TLS GROUP, INC	25,562.80	signal maintenance
250686	TRUCK & INDUSTRIAL PARTS, LLC.	200.00	fleet misc
250687	TULSA WINWATER CO.	983.80	Publicworks parts
250688	ULINE INC	3,455.16	misc
250689	UNIFIRST HOLDINGS LP	1,055.13	uniforms
250690	UNIQUE DRY CLEANING	290.00	FD uniforms cleaning
250691	WASTE MANAGEMENT OF OKLAHOMA I	23,036.95	landfill
250692	CINDY WAYMAN	300.00	sf instructor
250693	LAURA WICKIZER	100.00	sf instructor
250694	XPRESS WELLNESS URGENT CARE	3,195.00	medical services
250695	YORK & MAIN EQUITY GROUP INC	11,305.00	sewer repair
250696	ZOLL MEDICAL CORP	47.74	misc
250697	3 RIVERS AUTO COLLISION LLC	1,114.52	misc
250698	GARY GARVIN D	6,000.00	contract services

Finance Committee **3.**

Meeting Date:	06/09/2025		
Submitted For:	Dennis Read, Finance	**Initiator:**	Dennis Read, Treasurer
Department:	Finance		
Staff Information Source:			

Information

AGENDA ITEM TITLE:

Hold a Public Hearing to discuss the City of Muskogee Budget for FY2025-2026, and take other necessary action. (Dennis Read)

**Note: A complete copy of the FY2025-2026 Budget can be found on the City of Muskogee Website.

BACKGROUND:

The city is required to hold a public hearing to consider its annual budget. This year's budget was discussed preliminarily at the Council Retreat on April 22nd 2025, and staff were directed to bring a full budget for consideration at this meeting. The proposed budget will be available on the City of Muskogee website after 12:00 p.m. on 6/05/2025.

RECOMMENDED ACTION:

Consider and discuss the budget proposal and make recommendations to Staff regarding next steps

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Fiscal Impact

Attachments

No file(s) attached.

Finance Committee **4.**

Meeting Date: 06/09/2025
Submitted For: Avery Rigney, Public Works
Initiator: Benita Hotema, Assistant Financial Analyst
Department: Finance
Staff Information Source:

Information

AGENDA ITEM TITLE:

Consider approval to accept the recommended bids for Water Treatment Plant Chemicals for water treatment as follows: 1) Chlorine at $1.258 per pound to Brenntag Southwest; 2) Fluorosilicic Acid at $0.262 per pound to Pencco, Inc.; 3) Poly-phosphate at $0.61 per pound to Hawkins, Inc.; 4) Aluminum/polymer liquid blend coagulant at $0.4334 to Brenntag Southwest; 5) Sodium Chlorite solution at $0.655 per pound to International Dioxide, Inc.; 6) Ferric Chloride at $0.2435 per pound to Brenntag Southwest; and 7) Copper Sulfate at $0.64 per pound to Brenntag Southwest, or take other necessary action. (Mike Stewart)

BACKGROUND:

Bid Requests were advertised in the local newspaper and on the City website and communicated to all known vendors. Bids were received on May 29, 2025 for Water Treatment Plant Chemicals for fiscal year 2026 and the recommended suppliers are listed below:

Brenntag Southwest	Chlorine	$1.258 per pound
Pencco Inc.	Fluorosilicic Acid	$0.262 per pound
Hawkins Inc.	Poly-phosphate	$0.61 per pound
Brenntag Southwest	Aluminum Polymer Coagulant	$0.4334 per pound
International Dioxide Inc.	Sodium Chlorite	$0.655 per pound
Brenntag Southwest	Ferric Chloride	$0.2435 per pound
Brenntag Southwest	Copper Sulfate	$0.64 per pound

Pricing for all chemicals have increased for FY 2025-2026. It is recommended to award all lowest bids.

RECOMMENDED ACTION:

Approve awarding the recommended lowest and/or best bids for chemicals used for water treatment.

Fiscal Impact

Attachments

Chemical Bid Tab FY 2025-26

Tabulation Sheet

City of Muskogee

Bid Item: Water Plant Chemicals 2025-26
Date: May 29, 2025 3PM
Department: Public Works - Water Plant

Approved by Purchasing: _____

Approved by City Council: _____

Vendors	Approx. 250,000 lbs Chlorine	Approx. 120,000 lbs Fluorosilicic Acid	Approx. 170,000 lbs Poly-Phosphate	Approx. 1,000,000 lbs Alum./Polymer Coag.	Approx. 180,000 lbs Sodium Chlorite	Approx. 700,000 lbs Ferric Chloride	Approx. 100,000 lbs Copper Sulfate
Hawkins, Inc.	No bid	No bid	0.61/lb.	No bid	No bid	No bid	1.514/lb.
Brenntag Southwest	1.258/lb.	No bid	0.7163/lb.	0.4334/lb.	No bid	0.2435/lb.	0.64/lb.
Chem-A-Co Inc	No bid	No bid	No bid	No bid	No bid	No bid	1.088/lb.
Univar USA	No bid	0.275/lb.	No bid	No bid	No bid	No bid	No bid
Pencco Inc.	No bid	0.262/lb.	No bid	No bid	No bid	0.266/lb.	No bid
WaterTech Inc	No bid	No bid	No bid	0.455/lb.	No bid	No bid	No bid
Shannon Chemical	No bid	No bid	0.727/lb.	No bid	No bid	No bid	0.697/lb.
International Dioxide Inc	No bid	No bid	No bid	No bid	0.655/lb.	No bid	No bid
Pureline Treatment Solutions	No bid	No bid	No bid	No bid	0.78/lb.	No bid	No bid

Witnessed by:

Approved by:

Finance Committee **5.**

Meeting Date: 06/09/2025
Submitted For: Avery Rigney, Public Works
Initiator: Benita Hotema, Assistant Financial Analyst
Department: Finance
Staff Information Source:

Information

AGENDA ITEM TITLE:

Consider approval of the lowest and/or best bids for Road Materials from Glover & Associates, Inc., Cooks Consulting, LLC, and APAC Central dba Arkhola, for fiscal year 2025-2026, or take other necessary action. (Mike Stewart)

BACKGROUND:

Bid requests were advertised in the local newspaper and on the City website and communicated to all known vendors. Bids were received May 29th, 2025 for Road Materials for repair and maintenance projects for fiscal year 2026 and the recommended suppliers are listed below.

VENDORS	GLOVER & ASSOCIATES INC.	COOKS CONSULTING LLC	APAC CENTRAL DBA ARKHOLA
1000T NUMBER 2 COVER MAT			$21.20/TON pickup
10000T AGGREGATE			$15/TON pickup
5000T ASPHALT SAND		$12/TON pickup $15/TON delivery	
5000T FILL SAND		$12/TON pickup $15/TON delivery	
30000T ASPHALTIC CONCRETE:			
BMIX 64-22	$67/TON pickup $74/TON delivery		$76.50/TON pickup
BMIX RAP 64-22	$67/TON pickup $74/TON delivery		$70/TON pickup
CMIX 64-22	$70/TON pickup $78.50/TON delivery		$79.50/TON pickup
CMIX RAP 64-22	$70/TON pickup $78.50/TON delivery		$71.50/TON pickup
S3 64-22	$65.25/TON pickup $71.99/TON delivery		$77/TON pickup
S3 RAP 64-22	$65.25/TON pickup $71.99/TON delivery		$70/TON pickup
S4 64-22	$67/TON pickup $73.10/TON delivery		$80/TON pickup
S4 RAP 64-22	$67/TON pickup $73.10/TON delivery		$70/TON pickup
S5 RAP 64-22	$75/TON pickup $82.55/TON delivery		$84/TON pickup
1500T HOTMIX-COLD PATCHING			
1000T 12"PIT RUN			$28.45/TON pickup
1000T I1 67 WASHED ROCK			$22.50/TON pickup
SS1 EMULSION			
5000T 6"GABION ROCK			$18.80/TON pickup
HYDROMULCH BERMUDA MIX			
$/0-4,999 SQ FT		$0.25/sq ft	
$/5,000-9,999 SQ FT		$0.20/sq ft	
$/10,000+ SQ FT		$0.18/sq ft	
TRAFFIC STRIPING-MULTIPOLYMER			
CATCH BASIN MATERIALS			
$/GRATE AND FRAMES (left,right, or center)		$525	
$/CURB HOOD INLET		$260	
SOD $/ROLL		$200	

Pricing will remain for one (1) year for FY 2025-2026, July 1, 2025 through June 30, 2026. It is recommended to award all lowest and/or best bids as per the listed results above.

RECOMMENDED ACTION:

Approve awarding the recommended lowest and/or best bids for Road Materials for repair and maintenance projects.

Fiscal Impact

Attachments

Bid Tabulation Road Materials 2025-2026

Tabulation Sheet

City of Muskogee

Bid Item: ROAD MATERIALS 2025-26
Date: May 29 ,2025 at 4:00pm
Department: PUBLIC WORKS STREET DEPT.

Approved by Purchasing: _____ Date: _____

Approved by City Council: _____ Date: _____

Vendors	Glover & Assoc.	Cooks Consulting	APAC dba Arkhola				
1,000T(M/L) NUMBER 2 COVER MAT							
ALT#1: LOCATION OF PLANT	No bid	No bid	21.20/ton				
ALT#2: STOCKPILE							
10,000T(M/L) AGGREGATE							
ALT#1:LOCATION OF PLANT	No bid	No bid	15/ton				
ALT#2:STOCKPILE DELIVERY							
5,000T(M/L)ASPHALT SAND							
ALT#1:LOCATION OF PLANT	No bid	12/ton	15.25/ton				
ALT#2:STOCKPILE DELIVERY		15/ton					
5,000T(M/L)FILL SAND							
ALT#1:LOCATION OF PLANT	No bid	12/ton	15.25/ton				
ALT#2:STOCKPILE DELIVERY		15/ton					
30,000T(M/L) ASPHALTIC CONCRETE							
B MIX 64-22							
ALT#1: LOCATION OF PLANT	67.00	NO bid	76.50				
ALT#2: STOCKPILE							
ALT#3: LAYDOWN MACHINE	74.00						
B MIX RAP 64-22							
ALT#1: LOCATION OF PLANT	67.00		70.00				
ALT#2: STOCKPILE							
ALT#3: LAYDOWN MACHINE	74.00						
C MIX 64-22							
ALT#1: LOCATION OF PLANT	70.00		79.50				
ALT#2: STOCKPILE							
ALT#3: LAYDOWN MACHINE	78.50						

Vendors							
30,000T(M/L) ASPHALTIC CONCRETE							
C MIX RAP 64-22							
ALT#1: LOCATION OF PLANT	70.00		71.50				
ALT#2: MATERIAL YARD							
ALT#3: LAYDOWN MACHINE	78.50						
S3 64-22							
ALT#1: LOCATION OF PLANT	65.25		77.00				
ALT#2: MATERIAL YARD							
ALT#3: LAYDOWN MACHINE	71.99						
S3 RAP 64-22							
ALT#1: LOCATION OF PLANT	65.25		70.00				
ALT#2: MATERIAL YARD							
ALT#3: LAYDOWN MACHINE	71.99						
S4 64-22							
ALT#1: LOCATION OF PLANT	67.00		80.00				
ALT#2: MATERIAL YARD							
ALT#3: LAYDOWN MACHINE	73.10						
S4 RAP 64-22							
ALT#1: LOCATION OF PLANT	67.00		70.00				
ALT#2: MATERIAL YARD							
ALT#3: LAYDOWN MACHINE	73.10						
S5 RAP 64-22							
ALT#1: LOCATION OF PLANT	75.00		84.00				
ALT#2: MATERIAL YARD							
ALT#3: LAYDOWN MACHINE	82.55						
1,500T(M/L)HOTMIX-COLD PATCHING							
ALT#1:LOCATION OF PLANT	No bid	NO bid	NO bid				
ALT#2:MATERIAL YARD							
1,000T(M/L)12" PIT RUN							
ALT#1: LOCATION OF PLANT	NO bid	No bid	28.45/ton				
ALT#2: MATERIAL YARD							
1,000T(M/L)I1 67 WASHEDROCK							
ALT#1: LOCATION OF PLANT	No bid	NO bid	22.50				
ALT#2: STOCKPILE DELIVERY							

Vendors							
SSI EMULSION							
PER GALLON PICKUP	No bid	NO bid	NO bid				
PER GALLON DELIVERY							
5,000T(M/L)6"GABION ROCK							
ALT#1:LOCATION OF PLANT	No bid	NO bid	18.80				
ALT#2:STOCKPILE DELIVERY							
HYDROMULCH BERMUDA MIX							
$/0-4,999 SQ FT	No bid	.25	NO bid				
$/5,000-9,999 SQ FT		.20					
$/10,000+ SQ FT		.18					
TRAFFIC STRIPING-MULTIPOLYMER							
$/LINEAR FOOT	No bid	NO bid	No bid				
CATCH BASIN MATERIALS							
$/GRATE AND FRAMES (LEFT,RIGHT,OR CENTER)	No bid	525	NO bid				
$/CURB HOOD INLET		260					
SOD							
$/ROLL	No bid	200	NO bid				

Witnessed by:

Approved by:

Finance Committee **6.**

Meeting Date: 06/09/2025
Submitted For: Avery Rigney, Public Works
Initiator: Benita Hotema, Assistant Financial Analyst
Department: Finance
Staff Information Source:

Information

AGENDA ITEM TITLE:

Consider approval of the lowest and/or best bid from Muskogee Redi Mix for concrete materials for City repair and maintenance projects, or take other necessary action. (Mike Stewart)

BACKGROUND:

Requests for Bids were advertised in the local newspaper and on the City website and communicated to all known vendors. Bids were received on May 29, 2025 for Ready Mix Concrete for City repair and maintenance projects for fiscal year 2026, July 1, 2025 through June 30, 2026. Muskogee Redi Mix is the lowest and/or best bidder for all requested concrete materials and is the recommended supplier per the prices below:

VENDOR	Muskogee Redi Mix
6,000 cubic yards - 3500# P.C. (5 1/2 sack mix)	$155/unit $930,000/extended price
1,000 cubic yards - 3500# P.C. High Early Strength (7 sack mix)	$160/unit $160,000/extended price
100 cubic yards - 3000# P.C.	$150/unit $15,000/extended price
100 cubic yards - Flow Fill	$125/unit $12,500/extended price
City pay dray/2 yds or less	$165

Pricing for all concrete materials are for Fiscal Year 2025-2026 and shall remain the same beginning July 1, 2025 through June 30, 2026. It is recommended to award all lowest and/or best bids.

RECOMMENDED ACTION:

Approve the lowest and/or best bids for concrete materials for repair and maintenance projects.

Fiscal Impact

Attachments

Bid Tabulation Ready Mix Concrete FY2025-2026

Tabulation Sheet

City of Muskogee

Bid Item: READY MIX CONCRETE FY 2025-26
Date: May 29, 2025 at 4:00 PM
Department: PUBLIC WORKS-STREET DEPT

Approved by Purchasing: _____

Approved by City Council: _____

Vendors	Muskogee Redi Mix	Twin Cities	APAC dba Arkhola				
6000 Cubic Yards M/L 3500# P.C.							
unit price	155	159	215				
ext. price	930,000	954,000	No				
1000 Cubic Yards M/L 3500# P.C. High Early Strength							
unit price	160	171	330				
ext. price	160,000	171,000	No				
100 Cubic Yards M/L 3000# P.C.							
unit price	150	151	210				
ext. price	15,000	15,100	No				
100 Cubic Yards M/L Flow Fill							
unit price	125	141	180				
ext. price	12,500	14,100	No				
City pay dray/2yds or less	165	120	75				
		* plus fuel surcharge					

Witnessed by: _____

Approved by: _____

Finance Committee **7.**

Meeting Date:	06/09/2025		
Submitted For:	Mike Stewart, Public Works	Initiator:	Kristal Keim, PW Office Admin II
Department:	Public Works		
Staff Information Source:			

Information

AGENDA ITEM TITLE:

Consider approval of a Master Sales and License Agreement with Routeware, Inc., in an amount not to exceed $76,115.84, and authorize the City Manager to negotiate and execute the same, or take other necessary action. (Mike Stewart)

BACKGROUND:

Routeware will assist with creating efficient sanitation routes, and will allow an operator to take photographs of any issues which have prevented a pickup, allowing a customer to be contacted during such an event. Public Works currently uses Routeware, although it has expired and therefore needs renewal.

RECOMMENDED ACTION:

Approve the Agreement and authorize the City Manager to negotiate and execute the same

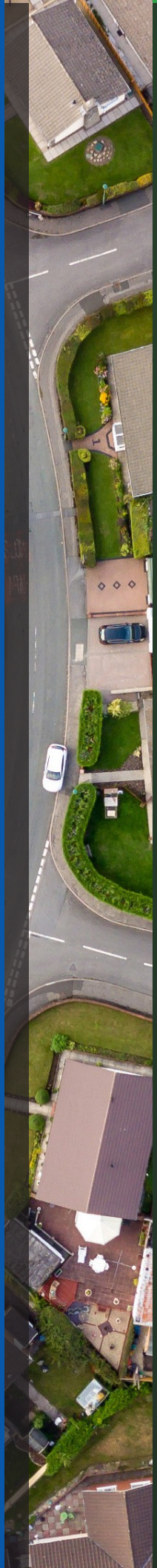
Fiscal Impact

FUNDING SOURCE:

212-6050-432.64-60

Attachments

Contract



Q-11485

Muskogee Public Works

Routeware

Routeware

QUOTE NUMBER Q-11485

Routeware, Inc.
16525 SW 72nd Ave.
Portland, OR 97224

Order	Q-11485
Good Through:	Apr 17 2025
Payment Terms:	Net 10
Term	60 MONTH

Ship To

Michael Stewart
Muskogee Public Works
301 South Cherokee
Muskogee, Oklahoma 74403
United States
mstewart@muskogeeonline.org

Bill To

Muskogee Public Works
301 South Cherokee
Muskogee, Oklahoma 74403
United States

Salesperson	Phone	Email
Sarah Herzig	360-300-1055	sherzig@routeware.com

Statement of Confidentiality & Non-Disclosure

This document contains proprietary and confidential information. All information and data submitted to Muskogee Public Works is provided in reliance upon its consent not to use or disclose any information contained herein except in the context of its business dealings with Routeware, Inc. The recipient of this document agrees to inform present and future employees of Muskogee Public Works who view or have access to its content of its confidential nature. The recipient agrees to instruct each employee that they must not disclose any information concerning this document to others except to the extent that such information is generally known to, and is available for use by, the public. The recipient also agrees not to duplicate or distribute or permit others to duplicate or distribute any material contained herein without Routeware, Inc's express written consent.

Routeware retains all title, ownership and intellectual property rights to the material and trademarks contained herein, including all supporting documentation, files, marketing materials, and multi-media.

BY ACCEPTANCE OF THIS DOCUMENT THE RECIPIENT AGREES TO BE BOUND BY THE AFOREMENTIONED STATEMENT.

Routeware

QUOTE NUMBER Q-11485

SERVICES

PRODUCT	UNIT	QTY	UNIT PRICE	EXTENDED
EasyRoute Training	EACH	1	$5000.00	$5000.00
EasyRoute Support Service Pack (30 Hours)	EACH	1	$5400.00	$5400.00

SERVICES TOTAL (USD): $10,400.00

RECURRING SUBSCRIPTIONS

PRODUCT	UNIT	QTY	UNIT PRICE	EXTENDED
Monthly Service Fee	YEAR	10	$2251.57	$22515.72
RouteMaker Subscription	YEAR	1	$7530.24	$7530.24
Cellular Data Charge (RD)	YEAR	1	$190.80	$190.80
Cloud Hosting	YEAR	1	$9056.64	$9056.64
Picture Service Fee	YEAR	10	$680.01	$6800.16
Auto Pickup System Fee	YEAR	1	$302.23	$302.28
EasyRoute Bundle Up to 40 Trucks	YEAR	1	$19320.00	$19320.00

SUBSCRIPTIONS TOTAL (USD): $65,715.84

Payment Terms -

Software Fees are invoiced thirty (30) days after the Contract Start Date (the Effective Service Date).

Invoices for Recurring Subscriptions shall be issued annually in advance, with the initial invoice issued on the Effective Service Date and each subsequent invoice due on the corresponding date of each successive anniversary thereafter. The term of the Recurring Subscription(s) shall commence on the Effective Service Date.

Beginning on the one year anniversary of the Effective Date, annual Subscription increases shall not exceed six percent (6%) during the Initial sixty (60) month Term.
For all other services, Company will submit invoices for services to the Customer by the 10th of the month following the month in which Company provided services and Company's invoice will have a date, an invoice number, a purchase order number and a description of the goods or services.

Terms & Conditions Information

This Order and all products and services herein are subject to and limited to the Routeware Master Sales and Licensing Agreement (MSLA) attached and incorporated herein as Exhibit A, along with any additional applicable terms and conditions located at https://www.routeware.com/Clients. Any purchase orders issued in response to this Order will be deemed acceptance of such terms.

https://www.routeware.com/Clients Password: RWClient1!

Prices are exclusive of any federal, state, or local taxes. The customer is responsible for all federal, state, and local taxes.
This system requires a specific server to operate Routeware software, which may need to be purchased separately.
This system requires cellular connectivity for each vehicle which may need to be purchased separately.
If route sequencing by Routeware is a requirement, additional professional services fees may apply.
On-Board Computer software is sold as a perpetual license, allowing the license to be activated on replacement hardware.
Any lapse in support voids perpetual license.
Pricing does not include freight cost or travel expenses, which will be invoiced as they are incurred.

Accounts Payable Details:

Name: _____

Title: _____

Email: _____

Phone: _____

IN WITNESS WHEREOF, the Parties to the Order Form has caused it to be executed by their authorized officers as the day and year of the signatories below.

Muskogee Public Works

Signature: _____ **Date:** _____

Name (Print): _____ **Title:** _____

Purchase Order Details:

Purchase Order number: _____

Issuance of Purchase Order ("PO") in lieu of signature denotes acceptance of Order Form by Customer. Receipt of complete and accurate PO is required prior to Order execution.

Routeware, Inc, and Affiliates

Signature: _____ **Date:** _____

Name (Print): _____ **Title:** _____

Please sign and email to Sarah Herzig at sherzig@routeware.com

FOR INTERNAL USE ONLY
Reviewed By:

EXHIBIT A

ROUTEWARE, INC.
MASTER SALES AND LICENSE AGREEMENT

1. DEFINITIONS

The definitions of terms set forth in the Order are incorporated by reference herein. In addition, the following terms shall have the following meanings in the Order and in all Incorporated Agreements.

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity.
"Company" Routeware, Inc. and its subsidiaries.
"Company Content" means any Intellectual Property created, acquired, or licensed by Company and included in the Company Platform and/or the Services, other than Customer Content.
"**Company Materials**" means the Company Platform, the Company Content, the Company Systems and any and all other information, data, documents, materials, works and other content, devices, methods, processes, hardware, software and other technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans or reports, that are provided or used by Company in connection with the Services or otherwise comprise or relate to the Services, the Company Platform or the Company Systems. For the avoidance of doubt, Company Materials do not include Customer Content.
"**Company Platform**" means Company's mobile phone applications, web widgets, back-office administration dashboard, APIs and any third-party or other software that Company provides remote access to, or a license to use, as part of the Services, and all new versions, updates, revisions, improvements and modifications of the foregoing.
"Control" for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.
"Confidential Information" has the meaning set forth in Section 10.
"Data Sets" mean digital data set(s) including, but not limited to, geographic, vector data coordinates, raster, or associated tabular attributes in Software compatible format(s) supplied by Company or as part of Third-Party Products.
"Designated Computer System" means a computer system and/or central processing units with associated network and licensed users, as set forth in the Order.
"Dispute" has the meaning set forth in Section 10.11.
"Documentation" means user guides, user manuals, specifications, and other documentation provided by Company as such documentation may from time to time be amended or modified by Company.
"Effective Date" means the date of Customer Signature or issuance of Purchase Order and Acceptance of the MSLA.
"Fees" means the amounts due for all Products and Services under the Order.
"Hardware" means all items designated in the Order as "Hardware."
"License Period" means the period listed on the Order, and any period of renewal (which shall be automatically renewing periods equivalent in length to the period listed on the Order), or, if no such period is stated on the Order, for automatically renewing periods of one (1) year started from the Effective Date.
"MSLA" means this Master Sales and License Agreement.
"Order" means the order to which this MSLA and any other Incorporated Agreements are incorporated by reference.
"Products" means Hardware and Software.
"RMA" means Return Merchandise Authorization, as described for the evaluation process for malfunctioning equipment in Section 7.3.
"Services" means all items designated in the Order as "Services" and "Support."
"Software" means all items designated in the Order as "Software" or "Company Platform" and includes all Updates.

"Support" means all items designated as "Support" in the Order.
"Taxes" has the meaning set forth in Section 2.3.
"Third-Party Products" means hardware and software sold by Company that is manufactured, developed or made available by other companies and distributed by Company for use in conjunction with the Products, including but not limited to products from Microsoft, Google, and open source or "free" software.
"Third-Party Terms" has the meaning set forth in Section 4.
"Updates" are subsequent releases of Software which Company generally makes available to its customers who have purchased a Support Plan. Updates typically include bug fixes, patches, and feature enhancements. Updates typically do not include any new functionality that constitutes a new product (which is so designated at Company's sole discretion) for which Company charges a separate fee. Updates are provided as and when available (as determined by Company) and may not include all previously available supported features. Company develops Updates in its discretion and has no obligation to develop any specific feature or functionality.

2. GENERAL ORDERING PROCESS AND PAYMENT

2.1 Delivery. Company will use reasonable efforts to meet the delivery dates for Products and Services that are specified in the Order. All Product shipments are delivered F.O.B. to Company's facility, with title and risk of loss passing at that time. All Products are deemed accepted upon delivery. Delivery delay or default of any installment shall not relieve the Customer of its obligation to pay for Products or Services provided by Company or accept remaining deliveries of Product.

2.2 Payment Terms. Payments are invoiced and paid in accordance with the payment terms described in the Order.

2.3 Taxes and Duties. Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, but not limited to, any sales, value added or goods and services tax, or other governmental charges or tariffs imposed or payable in connection with the rights granted to Customer under this Agreement, or in connection with the payment of Fees (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with its purchases hereunder. If Company has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, Company will invoice Customer and Customer will pay that amount, unless Customer provides Company with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, Company is solely responsible for taxes assessable against it based on its income, property and employees.

2.4 Price Adjustment. Beginning on the one-year anniversary of the Effective Date, Company may, upon thirty (30) calendar days' prior notice to Customer, prospectively increase any Fees.

2.5 Suspension of Services. If any amount owed by Customer under this or any other agreement for Products or Services is thirty (30) days or more overdue, Company may, without limiting its other rights and remedies, suspend the Services until such amounts are paid in full.

3. SOFTWARE LICENSES; SUPPORT

3.1 License. Subject to the provisions of the Agreement (including any geographical or location restrictions set forth in the Order), subject to the Customer's payment of the Fees described in the Order, Company grants a limited, personal, non-transferrable, non-sublicensable, non-exclusive license during the License Period (which can be for a period certain or perpetual) to Customer:

(a) To operate the Software, if any, Data Sets, if any, and Products, and use the Services for Customer's internal purposes as set forth and subject to the limitations in the Order, in accordance with the Documentation.

(b) To operate the Software, if any, on up to the number of trucks or users authorized on the Order, in accordance with the Documentation. Under no circumstances may Customer load Software on hardware (including computers and peripherals) that is not sold or certified and approved by Company.

(c) To use the Documentation in connection with the licenses described in this Section 3 subsections (a) and (b).

(d) The Products and/or Services may contain functionality that uses anonymized customer data. Customer agrees that their anonymized data will be used in the Company's Products and/or Services.

3.2 Period of License. The license described in Section 3.1 will continue in force for the License Period, subject to, in the case of a subscription, either party electing against renewal or requesting reduction of any product by notifying the other party in writing at least ninety (90) days prior to the end of the then-current License Period. Such notice must be provided on Customer's company letterhead, include the date of the notice, applicable products and quantity, signed by an authorized party, and may be submitted electronically.

3.3 Restrictions; Reservation of Rights. Customer agrees not to (and to not enable any third party to):

(a) reverse engineer or otherwise attempt to discover the source code of or trade secrets embodied in the Software (except to the extent required by law or as necessary for interoperability purposes as required under terms and conditions required by the providers of Third-Party Products);

(b) distribute, transfer, grant sublicenses to, or otherwise make available the Software or Documentation to third parties, including making the Software or Documentation available

(i) through resellers or other distributors, or

(ii) as an application service provider, service bureau, or rental source;

(c) embed or incorporate in any manner all or part of the Software into other applications of Customer or third parties other than as authorized in applicable Documentation;

(d) create modifications to or derivative works of the Software;

(e) reproduce the Software;

(f) attempt to modify, alter, or circumvent any license control and protection mechanisms within the Software;

(g) use or transmit the Software in violation of any applicable law, rule or regulation, including any export/import laws;

(h) if the Order sets forth a Designated Computer System, use the Software on a computer system other than a Designated Computer System; remove, obscure or alter any copyright notices or any name, trademark, service mark, tagline, hyperlink or other designation included on any display screen within the Software;

(i) create any software that competes with the Software or provides substantially the same functions as the Software; or

(j) use the Software in a country other than as indicated in the Order. All Software is a "commercial item," as that term is defined at 48 C.F.R. 2.101 (OCT 1995), and more specifically is "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R.12.212 (SEPT 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (JUNE 1995), Software is provided to U.S. Government End Users

(i) only as a commercial end item; and

(ii) with only those rights as are granted to all other end users pursuant to the terms and conditions herein.

Other than as stated in this Agreement, Company grants Customer no other right, title or interest in any Software.

4. THIRD PARTY PRODUCTS. Third-Party Products may be subject to additional license terms and restrictions ("Third-Party Terms"), which Company will make available to Customer as required by the suppliers of such Third-Party Products. In the event of a conflict between the terms of this Agreement and any Third-Party Terms, the Third-Party Terms shall control to the extent of the conflict. Company hereby assigns to Customer (to the extent assignable) all warranties given by the supplier(s) of Third-Party Products; provided, however, that Customer agrees to look to the supplier(s) for any Third-Party Products warranty, service and other post-purchase issues. Customer is solely responsible for obtaining any and all components, updates, new versions, and releases for any Third-Party Products

necessary for use in connection with the Products.

5. AUDITS. During the term of the Agreement and for a period of one (1) year thereafter, Company will have the right to perform an audit not more than once each year to verify that Customer is using the Products in compliance with the Agreement. The audit will include at a minimum Company having access to all Software, Hardware, Documentation and related Customer equipment (including all servers and personal computers that contain Software, and any hardware that contains Software). The audit will be performed from Monday through Friday, between 8:00 a.m. and 5:00 p.m. local time, and upon not less than fifteen (15) days' prior written notice to Customer. The audit will be conducted virtually or onsite at the Customer's premises, at Company's sole cost and expense, subject to reasonable security and access restrictions. Customer will be permitted to have Customer personnel present during the audit. If an audit conducted under this section discloses that Customer has underpaid by more than 3% any amounts payable under this Agreement during the period covered by the audit, Customer will pay Company the amount of that underpayment and, in addition, will:

(1) reimburse Company's reasonable and actual costs for that audit and

(2) be subject to legal remedies available to Company for Customer's breach of the Agreement.

6. INTELLECTUAL PROPERTY RIGHTS. Title to the Company Materials (excluding any Customer Content incorporated therein) shall at all times remain with Company or its third-party licensors as applicable. Customer acknowledges that the Services and the Company Materials are proprietary to Company and that all rights thereto are owned by Company or its third-party licensors as applicable. The Customer further acknowledges that the Company Materials contain trade secrets of Company and that the Company Materials are protected by U.S., Canadian and international copyright and other Intellectual Property Laws and treaties. Under no circumstances will a copy of any software comprising the Company Platform be provided to the Customer. The Customer shall not reverse engineer or directly or indirectly allow or cause a third party to reverse engineer the whole or any part of the Company Platform.

7. REPRESENTATIONS AND WARRANTIES; DISCLAIMER

7.1 Mutual. Each party represents and warrants to the other party that:

(a) it has the full corporate right, power and authority to enter into this Agreement and to perform the acts this Agreement requires of it;

(b) the execution of this Agreement and performance of its obligations under this Agreement do not and shall not violate any other agreement to which it is a party;

(c) when executed and delivered this Agreement constitutes the legal, valid and binding obligation of such party; and

(d) any and all activities it undertakes in connection with this Agreement shall be performed in compliance with all applicable laws, rules and regulations.

7.2 Hardware and Software Warranties.

(a) Subject to the exceptions listed below in part (b), Company warrants:

(i) that the Hardware, if applicable, will be free from material defects in materials and workmanship and will operate in all material respects in accordance with its applicable Documentation (the "Hardware Warranty") for one (1) year from the date of initial shipment (the "Hardware Warranty Period"). Customer may purchase renewals of the Hardware Warranty Period, if applicable, through extended service plans made available by Company in its discretion. Following the end of the Hardware Warranty Period, if applicable, Company will have no further obligation to repair or support the applicable Hardware; and

(ii) that the Software will be free from material defects and workmanship and will operate in all material respects in substantial conformance with the Documentation (the "Software Warranty") for a period of ninety (90) days from the date of delivery of the Software (the "Software Warranty Period"). Following the ninety (90) day Software Warranty Period all software performance issues are governed by the Service Level Agreement.

(b) Company's entire liability and Customer's exclusive remedy for any reported breach of the Hardware Warranty, if applicable, or Software Warranty will be repair or replacement of the defective

Product within thirty (30) days of the written notice of the defective Product by the Customer, including, for Hardware, within 30 days after the receipt of the Hardware by Company from Customer and verification of the defect. If Company cannot repair or replace the defective Software during the Software Warranty Period, Company will refund all amounts paid by Customer for the defective Software and Company can terminate the Agreement. All claims must be received by Company promptly upon discovery of any defect, and in no event after expiration of the applicable Warranty Period. The foregoing Hardware, if applicable, and Software Warranties do not apply to any defect or failure to operate that is attributable to:

(i) Customer's misuse or abuse of or failure to maintain the Product;

(ii) Customer's failure to operate the Product in accordance with the Documentation;

(iii) input errors, data conversion errors or other such errors, such as Customer's failure to sequence route stops independently or through a Company professional services agreement;

(iv) any change made to the Product by Customer without Company's written approval;

(v) any defect, limitation or incompatibility in any equipment or other component installed by Customer;

(vi) any accident, catastrophe, act of God, or interruption or fluctuation in electrical power supplies;

(vii) any material change in Customer's business or in the operating conditions under which the Product is used;

(viii) translations; or

(ix) Third-Party Products.

7.3 Return Merchandise Authorization. If Customer experiences the failure of any Customer-owned Hardware no longer covered under the Hardware Warranty, Customer may notify Technical Support to attempt to diagnose and resolve any issues via online and/or phone communication with the Customer. If the issue is not resolved, Customer will be forwarded an RMA Request Form with full instructions to complete and return the hardware to the Company's RMA Department for evaluation and verification of any malfunction. If hardware is not received by the RMA Department, or if Customer fails to respond to any subsequent questions or communications regarding the RMA within thirty (30) days, the RMA will be closed. A new RMA Request Form will be required should the Customer wish to pursue RMA evaluation in the future.

Once the hardware covered by the RMA is received by the RMA Department, the hardware will be evaluated, and Customer will be provided one or more of the following options:

(a) No malfunction or issue detected. Device performed correctly and will be returned to Customer.

(b) Issue confirmed. Cost estimate to repair will be provided to Customer. Upon Customer approval, device will be repaired, tested and returned to Customer.

(c) Issue confirmed. Beyond repair, recommendation to replace at Customer cost will be provided. Device will be recycled by Company or returned unrepaired to Customer upon Customer decision.

7.4 Disclaimer. THE WARRANTIES OF SECTION 7.2 ARE THE EXCLUSIVE WARRANTIES OFFERED BY COMPANY AND COMPANY MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. ALL OTHER CONDITIONS AND WARRANTIES, INCLUDING ANY CONDITIONS OR WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, MERCHANTABILITY, SUITABILITY AND THOSE THAT ARISE FROM ANY COURSE OF DEALING OR COURSE OF PERFORMANCE, ARE HEREBY DISCLAIMED.

8. INDEMNIFICATION AND LIMITATION OF LIABILITY

8.1 Company, at its sole expense, agrees to defend and indemnify Customer against any third party claim that Customer's use of the Products, as delivered by Company to Customer and used in accordance with this Agreement and the Documentation, directly infringes a third party copyright, patent issued by the U.S. Patent and Trademark Office, or misappropriates a trade secret, provided that: (i) Customer notifies Company in writing within thirty (30) days of the claim; (ii) Company has sole control of the defense and all related settlement

negotiations, as long as such settlement shall not include a financial obligation on Customer; and (iii) Customer provides Company with the information, assistance and authority to enable Company to perform Company's obligations under this Section. In any action based on claim of infringement, Company may, at its option and own expense and as its entire obligation to Customer with respect to such claims, either: (1) procure the right for Customer to continue using the Products in accordance with the provisions of this Agreement; (2) make such alterations, modifications or adjustments to the Products so that the infringing Product becomes non-infringing without incurring a material diminution in performance or function; (3) replace the Product with a non-infringing substantially similar substitute; or (4) if neither (1), (2), nor (3) can be achieved after the exercise of commercially reasonable efforts, either Party may terminate the Agreement for the affected Product and Company shall issue a refund to Customer for any prepaid but unused fees. Company shall have no liability or obligations for an infringement claim pursuant to this Section to the extent that it results from: (a) modifications to the Products made by a party other than Company, if the claim would not have occurred but for such modifications; (b) the combination, operation or use of the Products with non-Company equipment, devices, products or data, unless the claim would not have occurred but for the use of the Product in the combination, operation or use; (c) the use of an unsupported version of the Product; (d) use of the Product outside the scope of this Agreement or the documentation; (e) Company's use of any designs, plans, instructions, specifications, diagrams or the like, provided by Customer; or (f) Customer's failure to use all applicable enhancements and upgrades to the Products made available to Customer by Company, if the claim would not have occurred but for such failure. Nothing in this provision shall be construed as a limitation on Customer's ability to retain legal counsel at its own expense to monitor the proceedings.

8.2 INTENTIONALLY OMITTED.

8.3 INDIRECT DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT WITH RESPECT TO THE FAILURE TO PAY AMOUNTS PROPERLY OWED, BREACHES OF CONFIDENTIALITY, INDEMNITY OBLIGATIONS OR VIOLATIONS OF COMPANY'S INTELLECTUAL PROPERTY RIGHTS, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY, WHETHER UNDER THEORY OF CONTRACT, TORT OR OTHERWISE, FOR ANY INDIRECT DAMAGES THAT ARISE FROM OR RELATE TO THIS AGREEMENT (INCLUDING LOST PROFITS, LOST DATA AND ANY OTHER INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR SPECIAL DAMAGES), WHETHER FORESEEABLE OR NOT AND WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.4 TOTAL LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT WITH RESPECT TO THE FAILURE TO PAY AMOUNTS PROPERLY OWED, BREACHES OF CONFIDENTIALITY, INDEMNITY OBLIGATIONS OR VIOLATIONS OF COMPANY'S INTELLECTUAL PROPERTY RIGHTS, EACH PARTY'S AGGREGATE CUMULATIVE LIABILITY TO THE OTHER IN CONNECTION WITH THIS AGREEMENT (INCLUDING ANY WARRANTY CLAIMS) WILL NOT EXCEED, IN THE AGGREGATE AND REGARDLESS OF WHETHER UNDER THEORY OF CONTRACT, TORT OR OTHERWISE, THE TOTAL AMOUNT PAID OR PAYABLE BY CUSTOMER TO COMPANY IN THE 12 MONTHS PRIOR TO THE EVENT THAT GAVE RISE TO LIABILITY. EXCEPT WITH RESPECT TO THE FAILURE TO PAY AMOUNTS PROPERLY OWED, BREACHES OF CONFIDENTIALITY, INDEMNITY OBLIGATIONS OR VIOLATIONS OF COMPANY'S INTELLECTUAL PROPERTY RIGHTS, NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THE TRANSACTIONS UNDER THIS AGREEMENT MAY BE BROUGHT BY EITHER PARTY HERETO MORE THAN TWO YEARS AFTER THE CAUSE OF ACTION HAS OCCURRED.

8.5 ALLOCATION OF RISK. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE RISK BETWEEN THE PARTIES. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT, AND EACH OF THESE PROVISIONS WILL APPLY EVEN IF THE REMEDIES IN THIS AGREEMENT HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

9. TERM AND TERMINATION

9.1 Term of Agreement. The Agreement begins on the Effective Date and continues until terminated pursuant

to this Section 9.

9.2 Termination Rights. The Agreement (including any of the Incorporated Agreements) may only be terminated as follows:

(a) by mutual, written agreement of the parties;

(b) by either party if the other party materially breaches the Agreement, and does not cure the breach within 30 days after receiving written notice from the non-breaching party;

(c) at the end of the last active License Period pursuant to Section 3.2**;**

(d) by either party if the other party makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or avails itself of or becomes subject to any proceeding under the U.S. Federal Bankruptcy Act or any other foreign or domestic statute, law, rule or regulation relating to insolvency or the protection of rights of creditors, which proceeding is not dismissed within sixty (60) days.

(e) **Fiscal Funding Out.** In the event no funds or insufficient funds are appropriated by the Customer's City in any fiscal period for any payments due hereunder, Customer will notify Company of such occurrence in writing at least ninety (90) days prior to the end of the then-current fiscal period, including documentation of defunding from the entity, and the Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the Customer of any kind whatsoever, except as to the portions of the payments herein agreed upon for which funds have been appropriated.

9.3 Effect of Termination. Upon any termination of this Agreement, without prejudice to any other rights or remedies which the parties may have, the following applies:

(a) Customer shall immediately cease all use of all Hardware and all Software and delete or return to Company all copies of Software in Customer's possession;

(b) all other rights and obligations immediately cease, except that Sections 2.2, 3.3, 5, 7.3, 8, 9.3, and 10 of the MSLA, and Sections 5.1, 6, 7, 8, 9, and 10 of the Professional Services Agreement (if the PSA is an Incorporated Agreement) shall survive termination;

(c) upon written demand, each party as a receiving party will return or destroy all of the other party's Confidential Information; and

(d) Customer will immediately pay Company any undisputed amounts still outstanding. For clarity, undisputed amounts include all payments owed by Customer during the entire term of the Agreement.

10. CONFIDENTIAL INFORMATION; PUBLICITY

10.1 Confidential Information. Both parties recognize that they may each receive (as a "Recipient") from the other (as a "Discloser") certain confidential and valuable proprietary information that is identified pursuant to the terms of this Section 10 as confidential (collectively, the "Confidential Information"). Both parties agree to identify any Confidential Information as follows: if written, with a written legend that says "confidential" or a similar term; or if verbal, by identifying the information as confidential when disclosed, and then sending the Recipient a written confirmation of that confidential status within thirty (30) days after disclosure. Notwithstanding the foregoing, all pricing, Documentation and Software are Company Confidential Information. A Recipient will not, without the Discloser's prior written consent, disclose Confidential Information to any person other than those of its employees, independent contractors or consultants who need to know it for the purposes of this Agreement and who are bound by confidentiality agreements with the Recipient that are at least as protective as this section. A Recipient may only use Confidential Information for the purpose of this Agreement. A Recipient will handle any Confidential Information with the same care as it does its own confidential information, but in any event no less than reasonable care. None of the provisions of this section, however, apply to any Confidential Information that meets any one of the following criteria:

(a) information possessed by the Recipient without restriction prior to receiving it from the Discloser, provided that the Recipient can demonstrate such possession was obtained lawfully;

(b) information that the Recipient developed independently and without use of or reference to the Confidential Information, as documented by its written records;

(c) information that the Recipient receives from another party who is not in breach of any of that party's obligations as a result of that disclosure; or

(d) information that the Discloser intentionally discloses to any other party without any restriction on confidentiality.

Additionally, a Recipient may disclose Discloser's Confidential Information to the extent that a court or other governmental body orders such Confidential Information disclosed by the Recipient, provided that the Recipient promptly notifies the Discloser of such order and provides the Discloser with notice and opportunity to contest it, if possible. These obligations shall survive the termination of this Agreement for a period of five (5) years, except with respect to any source code, which will remain protected until it is no longer Confidential Information. This section does not intend to grant a Recipient any ownership interest or license or right to any intellectual property rights of the Discloser.

10.2 Notwithstanding anything contained herein to the contrary, the parties acknowledge that if the Customer is a government entity and subject to the Federal Freedom of Information Act, the Customer shall not be responsible to the Vendor for any disclosure of Confidential Information pursuant to the Act or pursuant to official public records act laws, rules, regulations, instructions or other legal requirement.

10.3 Terms; Publicity. The parties will keep the terms and conditions of this Agreement confidential and will not divulge any of this information to any third party except as follows:

(a) with the prior written consent of the other party;

(b) as otherwise may be required by law or legal process;

(c) during the course of litigation, so long as the disclosure is restricted in the same manner as is the confidential information of other litigating parties; and

(d) in confidence to its legal counsel, accountants, banks, and financing sources and their advisors solely in connection with complying with or administering its obligations with respect to this Agreement; provided that, in (b) and (c) above, to the extent permitted by law, the disclosing party will use all legitimate and legal means available to minimize the disclosure to third parties, including seeking a confidential treatment request or protective order whenever appropriate or available, and the disclosing party will provide the other party with at least ten (10) days' prior written notice of such disclosure.

Neither party may use the other party's trade names, trademarks or service marks, or engage in any publicity regarding this Agreement or its subject matter, without the other party's express written consent, which will not be unreasonably withheld or delayed.

10.4 Independent Contractors. The parties are independent contractors with respect to each other, and nothing in this Agreement shall be construed as creating an employer-employee relationship, a partnership, agency relationship or a joint venture between the parties.

10.5 Insurance. Each party will maintain, at its own expense during the term of this Agreement, insurance appropriate to its obligations under this Agreement, including as applicable general commercial liability, errors and omissions, employer liability, automobile insurance, and worker's compensation insurance as required by applicable law.

10.6 Customer Responsibility. Customer is solely responsible under the Agreement for all actions of its officers, directors, employees and contractors. Customer is solely responsible for the use of the Software, including but not limited to: assuring proper installation and configuration (if not installed and configured by Company); audit controls and methods; establishing adequate backup plans; converting data to and from the data structures used by the Software; assuring adequate data input and retrieval; and using the Software as set forth in the Documentation. Company is not responsible for any loss of data by Customer resulting from improper conversion Customer's data to or from the data formats and data structures used by the Software. Customer has sole responsibility for the accuracy, quality, integrity, reliability and appropriateness of all Customer data.

Customer is solely responsible to prevent unauthorized access to, or use of, Products or Services hereunder, and will notify Company promptly of any such unauthorized access or use. Customer will comply with all applicable laws in its use of Products and Services hereunder.

10.7 Force Majeure. Each party will be excused from any delay or failure in performance hereunder, other than the payment of money, caused by reason of any occurrence or contingency beyond its reasonable control, including but not limited to acts of God, earthquake, flood, labor disputes and strikes, riots, war, pandemics, telecommunications failures (including any systemic Internet failures and any interruptions in services of internet service providers), and governmental requirements. The obligations and rights of the party so excused will be extended on a day-to-day basis for the period of time equal to that of the underlying cause of the delay.

10.8 Assignment. Neither party may assign its rights or obligations under this Agreement to any other person or entity, except for assignment and transfer of all of a party's rights and obligations under the following circumstances:

(a) with the express written consent of the other party, which may not be unreasonably delayed or withheld;

(b) as part of a re-organization or restructuring;

(c) to the surviving entity of a merger transaction; or

(d) to the purchaser of a Controlling Interest in, or more than 50% of, the assets of the assigning party.

A "Controlling Interest" means more than 50% of the total outstanding voting stock of the assigning party. Any attempted assignment or delegation in violation of this section is void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties and their respective successors and assigns.

A license transfer fee may be assessed by Company in the event of Customer acquisition/change in control.

10.9 INTENTIONALLY OMITTED.

10.10 Governing Law. The laws of the State of Oklahoma, without regard to conflict of laws rules, govern the interpretation and enforcement of this Agreement. Notwithstanding anything to the contrary in this Section 10.10, no disputes between the parties shall be brought by either party in the state's small claims courts.

10.11 Dispute Resolution.

(a) The parties desire to resolve certain disputes, controversies and claims arising out of this Agreement without litigation. Accordingly, the parties agree to use the following alternative dispute procedure as their initial recourse with respect to any dispute, controversy or claim arising out of or relating to this Agreement or its breach. The term "Dispute" means any dispute, controversy or claim to be resolved in accordance with this dispute resolution procedure.

(b) At the written request of a party, each party shall appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any Dispute. These negotiations shall be conducted by business representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures, such as mediation, to assist in the negotiations.

(c) If the negotiations do not resolve the Dispute within ten (10) business days of their commencement or such negotiations do not commence within seven (7) days of request by the other party in writing, then either party shall be free to pursue all rights and remedies as set forth in this Section 10.11.

10.12 INTENTIONALLY OMITTED.

10.13 Conflicts. In the event that any term of this Agreement conflicts with governing law or is held to be ineffective or invalid by a court of competent jurisdiction, such term will be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, and the remaining terms of this Agreement shall remain in full force and effect.

10.14 Notices. Unless stated otherwise, all notices, consents and approvals under this Agreement must be delivered in writing by courier, by facsimile, by email or by certified or registered mail (postage prepaid and return receipt requested) to the other party at the address set forth on at the beginning of this Agreement, and are deemed delivered when received. Either party may change its address for notices by notice to the other party given in accordance with this Section 10.14. Customer is responsible for providing Company with its complete and accurate billing and contact information and notifying Company of any changes to such information.

10.15 Counterparts. The Agreement may be executed in counterparts, each of which will be deemed to be an original and together will constitute one and the same agreement. This Agreement may also be executed and delivered by electronic signature or facsimile and such execution and delivery will have the same force and effect of an original document with original signatures.

10.16 Headings; Interpretation. Headings are used in the Agreement for reference only and will not be considered when interpreting this Agreement. As used in this Agreement, "includes" (or "including") means without limitation.

10.17 Export Compliance. The Products may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any U.S. government denied- party list. Neither party will access or use any Products or Confidential Information provided to it hereunder in a U.S.-embargoed country or region (currently the Crimea region, Cuba, Iran, North Korea, Sudan or Syria) or in violation of any U.S. export law or governmental regulation.

10.18 Anti-Corruption. Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.

10.19 No Third-Party Beneficiaries. There are no third-party beneficiaries under this Agreement.

10.20 Integration. This Agreement and the Orders together constitute the entire agreement between the parties with respect to the Products and Services and supersede all prior and contemporaneous discussions, negotiations, communications or agreements regarding the same subject matter. The terms on any purchase order, invoice, or other ordering document that conflict with the terms of the Agreement or the Order will have no effect and are hereby rejected.

Finance Committee **8.**

Meeting Date: 06/09/2025

Submitted For: Mike Stewart, Public Works **Initiator:** Ashley Wallace

Department: Public Works

Staff Information Source:

Information

AGENDA ITEM TITLE:

Consider approval to authorize the City Manager to execute a renewal agreement with Great Plains Consulting, LLC, to provide project construction inspection services on various OWRB and Capital Improvement Projects as required by the loan agreement, or take other necessary action. (Mike Stewart)

BACKGROUND:

Projects constructed by the City of Muskogee, using OWRB funds, are required to utilize a qualified resident inspection service. Great Plains Consulting, LLC, has provided these services for the past four (4) years and the term of their contract expires July 1, 2025. Great Plains will also be available to conduct various other Capital Project inspections for the city on an as-needed basis.

RECOMMENDED ACTION:

Staff recommends renewal of the contract with Great Plains Consulting, LLC.

Fiscal Impact

FUNDING SOURCE:

Act# 375-6030-431.31-42
Act# 500-6530-461.62-26
Act# 500-6560-432.62-95

Attachments

Great Plains Agreement

Great Plains Agreement Attachmet

RETAINER AGREEMENT
FOR PROFESSIONAL INSPECTION SERVICES
SENIOR INSPECTOR

This contract for Professional Project Inspection Services for the City of Muskogee, Oklahoma (City) is entered into this 1st day of July, 2025, by and between the City of Muskogee, a municipal corporation and Great Plains Consulting (Inspector)

WITNESSETH

WHEREAS, City is in need of professional project inspection services on a day to day basis; and

WHEREAS, the Inspector agrees to provide professional services to the City on a day to day basis in accordance with this contract

NOW, THEREFORE, in consideration of the mutual covenants contained hereinafter relating to the project, the parties agree to the following;

ARTICLE I
TERM

1.1 Effective Date. This Agreement will be effective upon execution ("Effective Date".)

1.2 Initial Term. The initial term of this Agreement is one (1) year commencing on the Effective Date and terminating June 30, 2027.

1.3 Renewal Term. This Agreement, subject to allocated funding, will be automatically renewed for one (1) additional year commencing at the end of the Initial Term, unless either party notifies the other, not less than ninety (90) days before the end of the initial term or Renewal Term as the case may be, of its desire to terminate this Agreement.

ARTICLE II
Compensation

2.1 Base Rate. Inspector shall perform duties and services under this Contract at the base rate of $13,670.00 per month for a contract total amount (not to exceed $500,000.00 for 12-month contract period.)

2.2 Additional Compensation. The following will be paid in addition to the base rate as required by the projects.

SCADA Professional & NACE Level III Coating Inspection & Report
Services provided as needed.

2.3 Owner's Representative shall be paid within ten (10) days of approval by the City's Public Works Director of submitted itemized monthly invoices, describing the number of hours worked on a specified project and a verified description of work performed.

ARTICLE I
Duties

3.1 Owners Representative shall record the progress of the Project. Owners Representative shall submit daily written progress reports to the Public Works Director or designee showing status of schedule. Owners Representative shall keep a daily log containing a record of weather, the Contractor's size of workforce, identification of equipment, work accomplished, problems encountered, and other similar relevant data as the City may require. Oral or written reports shall be provided to the City upon request.

3.2 Owners Representative shall determine in general that the work on each contract is being performed in accordance with the requirements of the Contract Documents, endeavoring to guard against defects and deficiencies in the work. As appropriate, Owner's Representative shall have authority, upon written authorization of the Public Works Director, to require additional inspection or testing to the work in accordance with provisions of the Contract Documents, whether or not such work is fabricated, installed or completed, provided funding is available. Owners Representative in consultation with Public Works Director or designee may reject work which does not conform to the requirements of the Contract Documents.

3.3 Owners Representative shall transmit requests for interpretations of the meaning and intent of the Drawings and Specifications, and coordinate and communicate any Project construction concerns that may arise to the City's Public Works Director or his designee.

3.4 Owners Representative shall endeavor to obtain satisfactory performance from Contractor. Owners Representative shall recommend courses of action to the City Public Works Director or his designee when requirements of a Contract are not being fulfilled.

3.5 Owners Representative shall make exhaustive and continuous on-site inspections to check the quality or quantity of the work and review the construction means, methods, techniques, and sequences for the Contractor's Work or procedures.

3.6 With respect to Contractor's Work, Owners Representative shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work of the Contractor, since these are solely the Contractor's responsibility under the Contract. Owners Representative shall not

be responsible for Contractor's failure to carry out the Work in accordance with the respective contract documents.

3.7 Owners Representative shall review requests for changes, assist in negotiating Contractor's proposals, and submit recommendations to the City Public Works Director.

3.8 The Owners Representative shall conduct inspections to determine the date or dates of substantial completion and the date of final completion of each Project Component.

3.9 The Owners Representative shall review applications for payment for submission to the City's Public Works Director or his designee for approval and review and certify the amounts due the applicants for payment. If the work designated on the application for payment is incomplete, the Owners Representative shall, jointly with the Contractor, prepare for the City's Public Works Director a list of incomplete or unsatisfactory items and a schedule for their completion.

3.10 Owner's Representative shall coordinate the correction and completion of the Work. Owners Representative shall evaluate the completion of the Work of the Contractor and make recommendations to the Public Works Director when work is ready for final inspection. Owners Representative shall assist the Public Works Director in conducting final inspections.

3.11 Duties, responsibilities and limitations of the authority of Owners Representative as set forth herein shall not be restricted, modified or extended without written approval of the Public Works Director.

3.12 The Owners Representative shall meet regularly and coordinate with the City's Public Works Director or his designee for the purpose of conducting required functions.

3.13 Provide full time Construction Inspection, and Quality Control services on site including but not limited to the items listed mentioned below.

Soils:

- Visually confirm proper placement of fill material
- Comprehensive Drilled Pier inspection
- Footing Inspection
- Lime and cement stabilization inspection

Reinforcing Steel:

- Review of rebar shop drawings for compliance
- Inspection of placed rebar to verify grade, size, length, spacing, ties, laps, clearance, & orientation.

Concrete: (A.C.I. accredited)

- Sampling of freshly mixed concrete (as needed)
- Water/cement ration determination

- Unit Weight determination (as needed)
- Temperature, Slump, Entrained air content. (as needed)
- Cast specimens for compressive strength testing. (as needed)
- Concrete Batch Plant pour observation & inspection. (as needed)
- Floor flatness inspection.

Asphalt:

- Sampling of freshly batched hot asphalt. (as needed)
- Temperature determination
- Asphalt placement & rolling pattern observation

Structural Steel:

- Verification of structural steel shop drawings for compliance.
- Observation of handling & placing of structural steel elements.
- Inspection of structural fasteners
    - Bolt grade and size
    - Threads revealed
    - Torque
- Verification of decking grade and thickness

Masonry:

- Sample mortar / grout. (as needed)
- Cast mortar / grout test specimens. (as needed)
- Masonry unity placement inspection.
- Observe test prism construction.

Mechanical:

- Verification of process pipe shop drawings for compliance.
- Pipe routing inspection. (Water, drain, sewer, process, & storm water pipe)
- Process pipe connection, bracing, tightening….inspection.
- Leak & pressure test inspection of water and drainpipes.
- Thrust block inspection.
- Trenching, bedding, & backfill inspection of all pipe.

Electrical:

- Conduit routing and installation inspection.
- Duct bank inspection.
- Backfill inspection.
- Control panel frame inspection.
- SCADA review and reporting. (upon request at additional charge)

Coatings:

- Field applied coatings inspections.
- Verification of Millage & Holiday Testing. (Upon request at additional charge)
- NACE Level III Coatings Inspections. (upon request at additional charge.)

Contractors' Construction schedule review and maintenance:

- Owners Representative will review the contractors schedule and provide monthly updates.

Maintain of the following files:

- Engineer's/Architect's submittals
- Change Orders
- Architects Addendums
- R.F.I.'s (requests for information)
- CMR's (Contract Modification Requests)
- Non-Compliance Reports.
- Testing and Start-up schedule, documents, and results.

Final Punch-list:

- Prepare final punch list in conjunction with the Engineer of Record (EOR) and ensure completion before release of retainage.

Maintain the following:

- Daily inspection & testing log, as well as a database of digital images of key elements and daily construction progress. These items will be emailed to all approved parties upon request. (Copies of all are kept on-site.)

Daily commuting to all project locations:

- Travel and any associated per-diem at no extra charge.

ARTICLE 4
Miscellaneous

4.1 It is understood that the Owners Representative and his staff are Independent Contractors and are not entitled to receive any benefits to which the City's employees are entitled by virtue of their employment and are responsible for their payroll taxes and insurance. Owners Representative will be provided an IRS Form 1099 at the end of the tax year. The Contractor will perform such services exclusively as an independent contractor and not as an agent or employee of the City.

4.2 Firm or individual shall secure and maintain, on their own expense, public liability insurance in amounts not less than the following:

$25,000.00 – Property Damage

$125,000.00 – Death or Injury to any one (1) person in any one (1) accident.

$1,000,000.00 – Single occurrence or accident liability for any number of claims arising out of a single accident or occurrence.

All of such insurance shall be written and maintained in responsible companies satisfactory to the City. Firm or individual shall cause the City to be named as an additional insured in said policies and said policies shall be payable to Firm or individual and the City as their respective interests may appear. CAP shall provide policies of all insurance to the City. Firm or individual shall pay all premiums necessary to keep such insurance policies in effect within ten (10) days

after the same shall become due or within 15 days of demand. Should firm or individual at any time fail to insure or keep insured as aforesaid, the City may do all things necessary to effect or maintain such insurance, and any monies expended by the City for that purpose shall be repayable by Firm or individual on demand and failure thereof shall be considered breach of a material term of this Agreement and shall constitute a default.

4.3 Firm or individual must provide a certificate of Workers Compensation insurance to City of Muskogee of appropriate coverage as required by the State of Oklahoma. If Contractor is not required to have said insurance Contractor shall provide a certificate issued by the Oklahoma Department of Labor evidencing an exemption under the Workers Compensation Act, Title 85 Oklahoma Statutes.
Notice:
Prior to cancellation nonrenewal of material change of the above policies, at least 45 days advance written notice shall be given to the City, Attn: City Clerk, P.O. Box 1927, Muskogee, OK 74402

4.4 The Contractor will hold in a fiduciary capacity for the benefit of the City all confidential information and data relating to the City which shall have been obtained by the Contractor during the term of this Agreement. The terms of this section do not apply to any information that becomes a part of the public record.

4.5 The Contractor hereby agrees to hold harmless the City and indemnify it from any liability, suit, cause of action, or other legal proceedings which may be brought or claimed against the City as a result of the Contractors performance under this Agreement.

4.6 No alteration or variation of the terms or conditions of this Agreement shall be valid unless made in writing and signed by the parties hereto.

4.7 The Contractor agrees that, in the performance of this Agreement, it will comply with all applicable local, State and Federal laws with jurisdiction in Muskogee County District Court or the Eastern District of Oklahoma.

4.8 The Public Works Director for the City of Muskogee shall be the City representative for all matters pertaining to the agreement.

4.9 Contractor shall submit a claim for payment of services to the Public Works Director, for which payment will be made after approval of the claim by the City of Muskogee. The claim shall include, at a minimum, the date services were rendered, the nature of services rendered, the time expended for services and the total amount claimed.

4.10 The Contract may be terminated prior to expiration of its term by either party with or without cause by delivery of written notice of termination to the other party, in which event termination shall be effective 30 days from date of delivery of said

notice or on a later date if so stated in the termination notice. Upon termination of this Agreement, Contractor shall immediately deliver all research documents and materials, related to the Contractor's work for the City, to the Public Works Director, which shall become the property of the City.

4.11 If any provision of this Agreement is declared illegal, void of unenforceable, the remaining provisions will not be affected but will remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands the date and year first above written.

Phil Visconti Date: _30___day of _May_____, 2025

Great Plains Consulting
Phil Visconti

_____ Date: ____day of _____, 2025

City Attorney
Katrina Bodenhamer

_____ Date: _____ day of _____, 2025

City Manager
Kendal Francis

Great Plains Consulting

May 12, 2025

City of Muskogee
301 South Cherokee
Muskogee, OK 74403
918-684-6333

RE: **Construction Inspection Services**
Muskogee Capital Improvement Projects

Please accept our Quotation for Professional Services for the referenced project as follows.

QUOTATION

ITEM DESCRIPTION PRICE

A) CONSULTING SERVICES (Full-Time):

1. Provide full time, Professional Management, Construction Inspection, & Quality Control services on site as required. (The monthly full-time cost quoted is a flat monthly fee for the services of **each** Great Plains Professional working on these projects. However, access to all of our company's resources is never more than a phone call or e-mail away.)
(***a.** Great Plains **does not charge for overtime** or travel.)

$13,670.00 per month / per man

B) SERVICES INCLUDED:

- **Soils:**
  - Visually confirm proper placement of fill material.
  - Comprehensive Drilled Pier inspection.
  - Footing inspection & penetrometer testing as needed.
  - Lime and cement stabilization inspection

- **Reinforcing Steel:**
  - Review of rebar shop drawings for compliance.
  - Inspection of placed rebar to verify grade, size, length, spacing, ties, laps, clearance, & orientation.

- **Concrete: (A.C.I. accredited)**
  - Sampling of freshly mixed concrete.
  - Water/cement ratio determination.
  - Temperature, Slump, Entrained air content.
  - Casting of specimens for compressive strength testing.
  - Concrete Batch Plant pour observation & inspection.
  - Floor flatness inspection.

- **Asphalt:**
  - Sampling of freshly batched hot asphalt.
  - Temperature determination.
  - Asphalt placement & rolling pattern observation.

- **Structural Steel:**
  - Verification of structural steel shop drawings for compliance.
  - Observation of handling & placing of structural steel elements.
  - Inspection of structural fasteners:
    - bolt grade and size - threads revealed - torque
  - Verification of decking grade and thickness.

- **Masonry:**
    - Sampling of mortar / grout.
    - Casting of mortar / grout test specimens.
    - Masonry unit placement inspection.
    - Observe test prism construction.

- **Mechanical:**
    - Verification of process pipe shop drawings for compliance.
    - Pipe routing inspection. (water, drain, sewer, process, & storm water pipe)
    - Process pipe connection, bracing, tightening… inspection.
    - Leak & pressure test inspection of water and drainpipes.
    - Thrust block inspection. - Trenching, bedding, & backfill inspection of all pipe.

- **Electrical:**
    - Conduit routing and installation inspection.
    - Duct bank inspection - Backfill inspection.
    - Control panel frame inspection.
    - SCADA review and reporting. (Additional charge)

- **Coatings:**
    - Field applied coatings inspections.
    - Verification of Millage & Holiday Testing. (Additional charge)
    - NACE Level III Coatings Inspections. (Additional charge)

2. Contractors' Construction **schedule review** and maintenance.

3. Maintenance of the following **files** (as needed):
    - Architects addendums, Submittals, & Change orders
    - R.F.I.'s (requests for information) & CMR's (Contract Modification Requests)
    - Testing and Start-up schedule, documents, and results.
    - Non-compliance reporting / resolution
    - Final Punch-list & resolution.

4. Great Plains will manage outside test laboratory services for maximum efficiency and performance while always maintaining a **daily inspection & testing log**, as well as a database of **digital images** (photographs) of key elements and construction progress.

5. **Daily commuting to and from Great Plains office and project location(s) will always be provided at no charge**. Great Plains may charge $0.35 per mile for project related travel out of town. This may include travel to meetings with the engineer or architect outside of **Muskogee** if required, as well as delivery of construction materials to testing laboratory if requested.

6. ***a.** Great Plains does not charge overtime. As part of our proposal package we include occasional weekends and/or 10+ hour days. However if work on site regularly includes weekends and/or days over 10 hours in length, we reserve the right to seek additional reasonable compensation.

We appreciate this opportunity to be of service.

Sincerely,

Phil Visconti

Phil Visconti
President

Great Plains Consulting

(Oklahoma Office)
5025 State Highway
(P.O. Box 201)
Hominy, Oklahoma 74035

(No. Texas Office)
550 No. Central Expressway
suite # 1431
McKinney, Texas 75070

(So. Texas Office)
4000 Surfside Boulevard
Suite # 909
Corpus Christi, TX 78402

Finance Committee **9.**

Meeting Date:	06/09/2025		
Submitted For:	Mark Wilkerson, Parks & Recreation	**Initiator:**	Ashley Wallace
Department:	Parks & Recreation		
Staff Information Source:			

Information

AGENDA ITEM TITLE:

Consider approval of final payment to Ascend Commercial Builders, in the amount of $20,000.00, for Grandview Park, Project No. 2023010, or take other necessary action. (Mark Wilkerson)

BACKGROUND:

The Grandview Park Project began in October 2023, and was partially funded by a Land and Water Conservation Fund (LWCF) Grant. The project design included the following items: Bike Park and Trail, Paved Trail, Primitive Trail, Nature Themed Playground, Porta Potty Station, ADA Accessibility, Connectivity to the existing parking lot and school, Shade Structures, Site Furnishings, and Landscape.

The project was delayed for a portion of time due to wet conditions and groundwater within the site. The contractor worked with the City to not delay any longer than needed by adding temporary drainage paths and pumping water.

The final signage was installed in mid-May 2025. Planning Design Group and City Staff have approved project completion.

RECOMMENDED ACTION:

Staff recommends approval of final payment for Grandview Park.

Fiscal Impact

Attachments

Final Pay App

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER:
City of Muskogee
Ashley Wallace
301 S. Cherokee St.
Muskogee, OK 74403

PROJECT:
Grandview Park Improvements
City of Muskogee
P.O. Box 1927
Muskogee, Oklahoma 74401

APPLICATION NO: 012
PERIOD TO: 05/31/2025
PROJECT NOS.: 59

Distribution to:
- ☐ OWNER
- ☐ ARCHITECT
- ☐ CONTRACTOR
- ☐ FIELD
- ☐ OTHER

FROM CONTRACTOR:
Ascend Commercial Builders
4870 S Lewis Ave
Suite 120
Tulsa, OK 74105

VIA ARCHITECT:

CONTRACT DATE: 10/25/2023

CUSTOMER CONTRACT ID:

DESCRIPTION:
Grandview Park Final Retainage Pay Application

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract Continuation Sheet.

1. ORIGINAL CONTRACT SUM		$ 1,554,475.37
2. Net change by Change Orders		$ (60,443.13)
3. CONTRACT SUM TO DATE (Line 1 + 2)		$ 1,494,032.24
SCHEDULE OF VALUE		$ 1,494,032.24
4. TOTAL COMPLETED & STORED TO DATE		$ 1,494,032.24
5. RETAINAGE:		
a. 0.00% of Completed Work (Columns D + E)	$ 0.00	
b. 0.00% of Stored Material (Column F)	$ 0.00	
Total Retainage (Line 5a + 5b)		$ 0.00
6. TOTAL EARNED LESS RETAINAGE		$ 1,494,032.24
7. LESS PREVIOUS APPLICATIONS FOR PAYMENTS		$ 1,474,032.24
8. CURRENT PAYMENT DUE		$ 20,000.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE		0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner:	0.00	(60,443.13)
Total approved this Month:	0.00	0.00
TOTALS:	0.00	(60,443.13)
NET CHANGES by Change Order:	(60,443.13)	

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

CONTRACTOR: Ascend Commercial Builders
By: _____ Date: 5/23/25
Justin Jackson / Project Manager
State of: Oklahoma County of: Tulsa
Subscribed and sworn to before me this 23rd day of May 2025
Notary Public: Kyle Jackson
My Commission expires: Sept 27, 2025

KYLE LYNN JACKSON NOTARY PUBLIC 21012740 Expires 27 Sep 2025 STATE OF OKLAHOMA

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED ..... $ 20,000.00

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:
By: _____ Date: 05-27-2025

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

CONTINUATION SHEET

TO:
City of Muskogee
Ashley Wallace
301 S. Cherokee St.
Muskogee, OK 74403

From:
Ascend Commercial Builders
4870 S Lewis Ave
Suite 120
Tulsa, OK 74105

Project Name: Grandview Park improvements
Project #: 59
Application #: 012
Period: 05/31/2025

A	B	C	D	E	F	G		H		
	DESCRIPTION	SCHEDULED VALUE ($)	PRIOR COMPLETED AMOUNT ($)	THIS PERIOD COMPLETED AMOUNT ($)	PRESENTLY STORED AMOUNT ($)	(D+E+F) COMPLETED & STORED TO DATE ($)	(G/C) PROGRESS PERCENT	(C-G) BALANCE TO FINISH ($)	RETAINAGE PERCENT	RETAINED AMOUNT ($)
1	General Conditions and Project Requirements	210,562.36	210,562.36	0.00	0.00	210,562.36	100.00 %	0.00	0.00 %	0.00
2	Staking	8,250.00	8,250.00	0.00	0.00	8,250.00	100.00 %	0.00	0.00 %	0.00
3	Demolition	146,657.28	146,657.28	0.00	0.00	146,657.28	100.00 %	0.00	0.00 %	0.00
4	Earthwork	238,885.90	238,885.90	0.00	0.00	238,885.90	100.00 %	0.00	0.00 %	0.00
5	Drainage	15,474.24	15,474.24	0.00	0.00	15,474.24	100.00 %	0.00	0.00 %	0.00
6	Parking Lot Improvements	43,920.00	43,920.00	0.00	0.00	43,920.00	100.00 %	0.00	0.00 %	0.00
7	Concrete (Curb, Pavement, Trail)	211,488.00	211,488.00	0.00	0.00	211,488.00	100.00 %	0.00	0.00 %	0.00
8	Playground Equipment	175,699.97	175,699.97	0.00	0.00	175,699.97	100.00 %	0.00	0.00 %	0.00
9	Playground Surfacing Material (Mulch, Synthetic Turf)	43,366.78	43,366.78	0.00	0.00	43,366.78	100.00 %	0.00	0.00 %	0.00
10	Shade Structures	32,480.00	32,480.00	0.00	0.00	32,480.00	100.00 %	0.00	0.00 %	0.00

CONTINUATION SHEET

TO:
City of Muskogee
Ashley Wallace
301 S. Cherokee St.
Muskogee, OK 74403

From:
Ascend Commercial Builders
4870 S Lewis Ave
Suite 120
Tulsa, OK 74105

Project Name: Grandview Park improvements
Project #: 59
Application #: 012
Period: 05/31/2025

A	B	C	D	E	F	G		H		
	DESCRIPTION	SCHEDULED VALUE ($)	PRIOR COMPLETED AMOUNT ($)	THIS PERIOD COMPLETED AMOUNT ($)	PRESENTLY STORED AMOUNT ($)	(D+E+F) COMPLETED & STORED TO DATE ($)	(G/C) PROGRESS PERCENT	(C-G) BALANCE TO FINISH ($)	RETAINAGE PERCENT	RETAINED AMOUNT ($)
11	Site Furnishings	144,424.00	144,424.00	0.00	0.00	144,424.00	100.00 %	0.00	0.00 %	0.00
12	Landscaping and Stone Benches	40,737.20	40,737.20	0.00	0.00	40,737.20	100.00 %	0.00	0.00 %	0.00
13	Sod	46,550.00	46,550.00	0.00	0.00	46,550.00	100.00 %	0.00	0.00 %	0.00
14	Construction Allowance	1,725.32	1,725.32	0.00	0.00	1,725.32	100.00 %	0.00	0.00 %	0.00
15	Alternate A-1	51,478.00	51,478.00	0.00	0.00	51,478.00	100.00 %	0.00	0.00 %	0.00
16	Alternate A-2	106,389.64	106,389.64	0.00	0.00	106,389.64	100.00 %	0.00	0.00 %	0.00
17	Alternate A-3	13,112.00	13,112.00	0.00	0.00	13,112.00	100.00 %	0.00	0.00 %	0.00
18	CA-1 Mobilization	2,100.00	2,100.00	0.00	0.00	2,100.00	100.00 %	0.00	0.00 %	0.00
19	CA-2 Concrete Trail Realignment	4,206.24	4,206.24	0.00	0.00	4,206.24	100.00 %	0.00	0.00 %	0.00
20	CA-3 Stabilization and Stormwater Control	15,021.07	15,021.07	0.00	0.00	15,021.07	100.00 %	0.00	0.00 %	0.00

CONTINUATION SHEET

TO:
City of Muskogee
Ashley Wallace
301 S. Cherokee St.
Muskogee, OK 74403

From:
Ascend Commercial Builders
4870 S Lewis Ave
Suite 120
Tulsa, OK 74105

Project Name: Grandview Park Improvements
Project #: 59
Application #: 012
Period: 05/31/2025

A	B	C	D	E	F	G		H		
	DESCRIPTION	SCHEDULED VALUE ($)	PRIOR COMPLETED AMOUNT ($)	THIS PERIOD COMPLETED AMOUNT ($)	PRESENTLY STORED AMOUNT ($)	(D+E+F) COMPLETED & STORED TO DATE ($)	(G/C) PROGRESS PERCENT	(C-G) BALANCE TO FINISH ($)	RETAINAGE PERCENT	RETAINED AMOUNT ($)
21	CA-4 French Drain Extension	1,947.37	1,947.37	0.00	0.00	1,947.37	100.00 %	0.00	0.00 %	0.00
22	CO 001 - Remove Wood Post (Scope: 04)...	-18,500.00	-18,500.00	0.00	0.00	-18,500.00	100.00 %	0.00	0.00 %	0.00
23	CO 001 - Metal Post Canopy (Scope: 05)...	12,050.00	12,050.00	0.00	0.00	12,050.00	100.00 %	0.00	0.00 %	0.00
24	CO CO-04 - Parking lot and Sidewalk Deduct...	-43,520.80	-43,520.80	0.00	0.00	-43,520.80	100.00 %	0.00	0.00 %	0.00
25	CO CO-05 - Parking lot cleaning (Scope: 08)...	-7,808.00	-7,808.00	0.00	0.00	-7,808.00	100.00 %	0.00	0.00 %	0.00
26	CO CO-06 - CO 6 - Shade Structure Size Deduct...	-1,500.00	-1,500.00	0.00	0.00	-1,500.00	100.00 %	0.00	0.00 %	0.00
27	CO - Return Unused Contingency Allowance (Scope: 10)	-1,164.33	-1,164.33	0.00	0.00	-1,164.33	100.00 %	0.00	0.00 %	0.00
	Totals:	1,494,032.24	1,494,032.24	0.00	0.00	1,494,032.24	100.00 %	0.00		0.00

CHANGE ORDER DETAIL

TO:
City of Muskogee
Ashley Wallace
301 S. Cherokee St.
Muskogee, OK 74403

From:
Ascend Commercial Builders
4870 S Lewis Ave
Suite 120
Tulsa, OK 74105

Project Name: Grandview Park improvements
Project #: 59
Application #: 012
Period: 05/31/2025

Changes		Days	Amount ($)
Authorized:			
CO# 03	Change 03 - 05/29/2024 -Scope Change 03: Added Project Time - 09/09/2024	70	0.00
CO# 001	Change 001 - 09/12/2024 -Scope Change 04: Elimination of all wood post - 09/12/2024 -Scope Change 05: Hypar sail canopy with metal post - 09/12/2024	90	(6,450.00)
CO# CO-04	Change CO-04 - 10/28/2024 -Scope Change 06: Parking Lot Deduct - 10/31/2024 -Scope Change 07: Alternate 3 Deduct - 10/31/2024	0	(43,520.80)
CO# CO-05	Change CO-05 - 11/15/2024 -Scope Change 08: Deduct for parking lot cleaning - 11/15/2024	0	(7,808.00)
CO# CO-06	Change CO-06 - 01/31/2025 -Scope Change 09: Shade Structure Size Deduct - 02/20/2025	0	(1,500.00)
CO# 10	Change 10 - 02/20/2025 -Scope Change 10: Return Unused Contingency Allowance - 02/20/2025	0	(1,164.33)
		160	**(60,443.13)**

Potential:
- None

Finance Committee **10.**

Meeting Date: 06/09/2025
Submitted For: Dennis Read, Finance
Initiator: Benita Hotema, Assistant Financial Analyst
Department: Finance
Staff Information Source: Mark Wilkerson

Information

AGENDA ITEM TITLE:

Consider approval to purchase one (1) New Caterpillar Model 260 C3H2 Skid Steer Loader/Compact Track Loader with all standard equipment, in the amount of $74,031.00, for the Hatbox Event Park, or take other necessary action. (Mark Wilkerson)

BACKGROUND:

Consider approval to purchase one (1) New Caterpillar Model 260 C3H2 Skid Steer Loader/Compact Track Loader with all standard equipment for the amount of $74,031.00 provided by Warren Cat through Sourcewell Cooperative contract#0117233-CAT. This item will be used daily at the Hatbox Event Park to prepare the facility for events and general maintenance inside the Hangars and around the complex.

RECOMMENDED ACTION:

Staff recommends approval for purchase.

Fiscal Impact

FUNDING SOURCE:

555-7555-451.64-50

Attachments

260 Specifications
2025 Model
image 1
image 2 loader
image 3 loader
Quote



Cat®
260
Skid Steer Loader

Features:
The Cat® 260 Skid Steer Loader, with its vertical lift design, delivers extended reach and lift height for quick and easy truck loading. Its stability and lifting performance provides excellent material handling. The 260 features the following:

- **Redesigned Operator Station** delivers a larger operating environment and combined with additional seat travel, the 260 provides more space for operators of any size. The optional one-piece, sealed, and pressurized cab offers a clean and quiet workspace with excellent air distribution through optimally placed vents throughout the cab.
- **Available ventilated and heated high-back air ride seat** with seat-mounted adjustable joystick controls deliver industry-leading operator comfort.
- **High performance power train** provides maximum performance and production capability through the Electronic Torque Management system, optional two speed travel and an electronic hand/foot throttle with decel pedal capability.
- **Three levels of auxiliary hydraulic performance** available, **Standard Flow, High Flow,** and **High Flow XPS**. Standard flow for attachments that require a base level of auxiliary flow and horsepower, High Flow boosts the auxiliary flow for applications that demand additional hydraulic flow for increased attachment performance, and the High Flow XPS hydraulic system provides maximum auxiliary hydraulic performance by delivering additional flow and additional pressure for the most demanding attachments and applications.
- **Electronically controlled Cat C2.8T engine** meets U.S. EPA Tier 4 Final and EU Stage V emission standards while delivering maximum horsepower across a wide RPM range and providing high torque for increased working performance, no matter the application.
- **Speed sensitive ride control option** improves operation on rough terrain, enabling better load retention, increased productivity, and greater operator comfort.
- **Maximize machine capability and control** with the Advanced Joysticks and Advanced Touchscreen Monitor. The **20.3 cm (8-inch)** Advanced Touchscreen monitor offers cutting-edge functionality and control that includes an integrated radio, Bluetooth® connectivity, and multi-camera (side-view) option, and supports 32 different language choices. The **Advanced Joysticks** provide unmatched control of machine functions and adjustments within the display without the operator having to remove their hands from the controls. This includes on-joystick navigation of the Advanced Touchscreen Monitor, radio volume up/down/mute, creep activation, creep speed increment/decrement, one-button Smart Attachment control activation, and additional auxiliary control buttons that deliver single button control of complex attachment functions.
- **Ground-level access** to all daily service and routine maintenance points helps reduce machine downtime for greater productivity.
- **Broad range of performance matched Cat Attachments** make the Cat Skid Steer Loader the most versatile machine on the job site.

Specifications

Engine

Engine Model	Cat C2.8T (turbo)	
Gross Power SAE J1995	55 kW	74 hp
Net Power SAE 1349	55 kW	74 hp
Net Power ISO 9249	55 kW	73 hp
Peak Torque at 1,600 rpm SAE J1995	300 N·m	221 lbf·ft
Displacement	2.8 L	171 in^3
Stroke	110 mm	4.3 in
Bore	90 mm	3.5 in

- Advertised power is tested per the specified standard in effect at the time of manufacture.

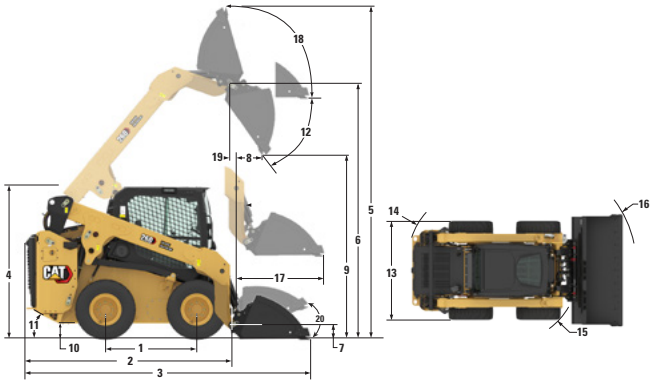
Weights*

Operating Weight	3866 kg	8,523 lb

Operating Specifications*

Rated Operating Capacity (ROC):		
50% Tipping Load	1434 kg	3,160 lb
Rated Operating Capacity with Optional Counterweights (@50%)	1540 kg	3,388 lb
Tipping Load	2867 kg	6,321 lb
Breakout Force, Tilt Cylinder	4251 kg	9,372 lb
Breakout Force, Lift Cylinder	3121 kg	6,881 lb

260 Skid Steer Loader



Dimensions*

1	Wheelbase	1249 mm	49.2 in
2	Length without Bucket	2956 mm	116.4 in
3	Length with Bucket on Ground	3575 mm	140.7 in
4	Height to Top of Cab	2100 mm	82.7 in
5	Maximum Overall Height	4160 mm	164.2 in
6	Bucket Pin Height at Maximum Lift	3365 mm	132.5 in
7	Bucket Pin Height at Carry Position	203 mm	8.0 in
8	Reach at Maximum Lift and Dump	552 mm	21.7 in
9	Clearance at Maximum Lift and Dump	2646 mm	104.2 in
10	Ground Clearance	201 mm	7.9 in

11	Departure Angle	23°	
12	Maximum Dump Angle	46°	
13	Vehicle Width over Tires (66" Tire AR)	1690 mm	66.5 in
14	Turning Radius from Center – Machine Rear	1823 mm	71.8 in
15	Turning Radius from Center – Coupler	1367 mm	53.8 in
16	Turning Radius from Center – Bucket	2102 mm	82.7 in
17	Maximum Reach with Arms Parallel to Ground	1120 mm	44.1 in
18	Rack Back Angle at Maximum Height	97°	
19	Bucket Pin Reach at Maximum Lift	320 mm	12.6 in
20	Bucket rollback angle (Ground Level)	28°	

*Operating Weight, Operating Specifications and Dimensions all based on 75 kg (165 lb) operator, all fluids, one speed, OROPS (Open Roll Over Protection System), 1730 mm (68 in) low profile bucket, Cat PC 12 × 16.5 tires, standard flow hydraulics, mechanical suspension seat, no optional counterweights and manual quick coupler (unless otherwise noted).

Power Train

Travel Speed (Forward or Reverse):		
One Speed	12.4 km/h	7.7 mph
Two Speed Option	17.9 km/h	11.1 mph

Hydraulic System

Hydraulic Flow – Standard:		
Loader Hydraulic Pressure	24 130 kPa	3,500 psi
Loader Hydraulic Flow	86 L/min	23 gal/min
Hydraulic Power (calculated)	34.6 kW	46.4 hp
Hydraulic Flow – SEA High Flow::		
Loader Hydraulic Pressure	24 130 kPa	3,500 psi
Loader Hydraulic Flow	113 L/min	30 gal/min
Hydraulic Power (calculated)	45.4 kW	60.9 hp
Hydraulic Flow – High Flow XPS:		
Loader Hydraulic Pressure	28 000 kPa	4,061 psi
Loader Hydraulic Flow	129 L/min	34 gal/min
Hydraulic Power (calculated)	60.2 kW	80.7 hp

Cab

Rollover Protective Structure (ROPS)	ISO 3471:2008
FOPS	ISO 3449:2005 Level I
FOPS Level II	ISO 3449:2005 Level II (Optional)

Service Refill Capacities

Chain Box, each side	9.0 L	2.4 gal
Cooling System	11.5 L	3.0 gal
Engine Crankcase	8 L	2.1 gal
Fuel Tank	117.5 L	31.0 gal
Hydraulic System	36.8 L	9.7 gal
Hydraulic Tank	26.0 L	6.9 gal

Weight Changes with Additional Components

Open Cab:		
Operating Weight	3866 kg	8,523 lb
Tip Load	2867 kg	6,321 lb
ROC (50%)	1434 kg	3,160 lb
Enclosed Cab Adds:		
Operating Weight	+59 kg	+129 lb
Tip Load	+41 kg	+90 lb
ROC (50%)	+20 kg	+45 lb
Front Counterweight Adds:		
Operating Weight	+80 kg	+176 lb
Tip Load	–4 kg	–9 lb
ROC (50%)	–2 kg	–4 lb
Counterweight Adds:		
Operating Weight	+125 kg	+276 lb
Tip Load	+212 kg	+467 lb
ROC (50%)	+106 kg	+234 lb
Rear Door Guard		
Operating Weight	120 kg	264 lb
Tip Load	211 kg	466 lb
ROC (50%)	106 kg	233 lb
Falling Object Protective Structure (FOPS) LEVEL 2 Plate		
Operating Weight	76 kg	167 lb
Tip Load	73 kg	160 lb
ROC (50%)	36 kg	80 lb

260 Environmental Declaration

The following information applies to the machine at the time of final manufacture as configured for sale in the regions covered in this document. The content of this declaration is valid as of the date issued; however, content related to machine features and specifications are subject to change without notice. For additional information, please see the machine's Operation and Maintenance Manual.

For more information on sustainability in action and our progress, please visit https://www.caterpillar.com/en/company/sustainability.

Engine

- The Cat® C2.8TA (turbo after-cooled) engine meets U.S. EPA Tier 4 Final and EU Stage V emission standards.
- Cat diesel engines are required to use ULSD (ultra-low sulfur diesel fuel with 15 ppm of sulfur or less) or ULSD blended with the following lower-carbon intensity fuels** up to:
  - ✓ 20% biodiesel FAME (fatty acid methyl ester)*
  - ✓ 100% renewable diesel, HVO (hydrotreated vegetable oil) and GTL (gas-to-liquid) fuels

  Refer to guidelines for successful application. Please consult your Cat dealer or "Caterpillar Machine Fluids Recommendations" (SEBU6250) for details.

**Engines with no aftertreatment devices can use higher blends, up to 100% biodiesel (for use of blends higher than 20% biodiesel, consult your Cat dealer).*

***Tailpipe greenhouse gas emissions from lower-carbon intensity fuels are essentially the same as traditional fuels.*

Air Conditioning System

- The air conditioning system on this machine contains the fluorinated greenhouse gas refrigerant R134a (Global Warming Potential = 1430). The system contains 0.85 kg of refrigerant which has a CO_2 equivalent of 1.216 metric tonnes.

Paint

- Based on best available knowledge, the maximum allowable concentration, measured in parts per million (PPM), of the following heavy metals in paint are:
  - Barium < 0.01%
  - Cadmium < 0.01%
  - Chromium < 0.01%
  - Lead < 0.01%

Sound Performance

Operator Sound Pressure Level* 81 dB(A) (ISO 6396:2008)

Exterior Sound Power Level** 101 dB(A) (ISO 6395:2008)

- Cab and ROPS are standard in North America and Europe.

*The declared dynamic operator sound pressure levels per ISO 6395:2008. The measurements were conducted with the cab doors and windows closed and at 70% of the maximum engine cooling fan speed. The sound level may vary at different engine cooling fan speeds.

**The labeled sound power level for the CE/UKCA marked configurations when measured according to the test procedure and conditions specified in European Union Directive "2000/14/EC" as amended by "2005/88/EC" and UK Noise Regulation 2001 No. 1701.

Oils and Fluids

- Caterpillar factory fills with ethylene glycol coolants. Cat Diesel Engine Antifreeze/Coolant (DEAC) and Cat Extended Life Coolant (ELC) can be recycled. Consult your Cat dealer for more information.
- Cat Bio HYDO™ Advanced is an EU Ecolabel approved biodegradable hydraulic oil.
- Additional fluids are likely to be present, please consult the Operations and Maintenance Manual or the Application and Installation guide for complete fluid recommendations and maintenance intervals.

Features and Technology

- The following features and technology may contribute to fuel savings and/or carbon reduction. Features may vary. Consult your Cat dealer for details.
  - Extended life coolant and long life hydraulic fluid extend maintenance intervals to reduce fluid consumption
  - Boost productivity with Cat technologies like work tool positioner, return to dig and Cat Smart Attachments
  - Save fuel with efficiency features such as foot throttle pedal and cooling system demand fan
  - Remote machine monitoring through onboard Product Link™ telematics

Recycling

- The materials included in machines are categorized as below with approximate weight percentage. Because of variations of product configurations, the following values in the table may vary.

Material Type	Weight Percentage (%)
Steel	69.70%
Iron	12.61%
Rubber Tires	3.51%
Plastic	2.41%
Nonferrous Metal	2.34%
Other	2.33%
Fluid	1.80%
Uncategorized	1.67%
Mixed-Metal and Nonmetal	1.35%
Mixed Metal	1.35%
Lead (Batteries)	0.55%
Rubber	0.37%
Mixed Nonmetallic	0.01%
Total	100%

- A machine with higher recyclability rate will ensure more efficient usage of valuable natural resources and enhance End-of-Life value of the product. According to ISO 16714:2008 (Earth-moving machinery – Recyclability and recoverability – Terminology and calculation method), recyclability rate is defined as percentage by mass (mass fraction in percent) of the new machine potentially able to be recycled, reused or both.

  All parts in the bill of material are first evaluated by component type based on a list of components defined by the ISO 16714:2008 and Japan CEMA (Construction Equipment Manufacturers Association) standards. Remaining parts are further evaluated for recyclability based on material type.

  Because of variations of product configurations, the following values in the table may vary.

Recyclability – 93%

The data provided above was based on the product configuration as provided by the individual product group.

ATTACHMENTS

Get more from your machine with Cat attachments. Choose from a wide variety of options and tailor your machine to different tasks and conditions.

- Augers
- Backhoes
- Bale Grabs
- Bale Spears
- Blades, Grader, Box, Angle and Dozer
- Brooms, Angle, Pickup and Utility
- Brushcutters
- Buckets
- Cold Planers
- Compactors
- Fork Tines and Carriages
- Hammers
- Material Handling Arm
- Mulchers
- Nursery Forks
- Rakes, Grapple, Landscape and Power Box
- Shears
- Snow Blowers
- Snow Plows
- Snow Pushes
- Snow Wings
- Stump Grinders
- Tillers
- Trenchers
- Wheel Saws
- Smart Backhoe
- Smart Dozer Blade with Assist
- Smart Grader Blade with Assist























MANDATORY EQUIPMENT

- Auxiliary Hydraulics: Standard or High Flow XPS
- Quick Coupler: Mechanical or Hydraulic
- High Visibility Seat Belt: 50 mm (2 in), 75 mm (3 in), or 3-point lap/shoulder

PERFORMANCE PACKAGES

- Performance Package HP1: *Standard Flow Hydraulics*
- Performance Package HP3: *High Flow XPS Hydraulics*

COMFORT PACKAGES

- Open canopy: *Cup Holder, Cell Phone Pocket, choice of vinyl seat (Mechanical Suspension, High Back/Heated/Air Ride Seat*
- Enclosed Cab with heat and air conditioning: *Side Windows, Cup Holder, Cell Phone Pocket, choice of Seat (Mechanical Suspension, High Back/Heated Air Ride Seat, High Back/Ventilated and Heated Air Ride Seat) and Door choice (Glass or Polycarbonate)*

TECHNOLOGY PACKAGES

- T2 – *T1 + Rear-view camera.*
- T4 – *Advanced Touchscreen Monitor, Advanced Joysticks, Push start, X-mount cell phone holder, and a Rear-view camera.*
- T5 – *T4 + 2 additional side view cameras.*

RADIO

- *Radio, none – for open canopy machines and countries not certified for Bluetooth® technology*
- *Integrated AM/FM radio with Bluetooth technology. Includes USB port, 3.5 mm Auxiliary (AUX) input, and Bluetooth microphone. Only for use with enclosed cab. Availability varies by country.*
- *Integrated DAB+/AM/FM radio with Bluetooth technology. Includes USB port, 3.5 mm AUX input, and Bluetooth microphone. Only for use with enclosed cab. Availability varies by country.*

PRODUCT LINK™

- *Product Link Basic series PL243*
- *Product Link Elite series PLE643*

COOLING FAN

- *On-demand, variable speed hydraulic cooling fan*
- *On-demand, variable speed hydraulic cooling fan, with automatic and manual purge reversing operation*

GUARDING AND SEALING PACKAGES

- *HD0 – base guarding and sealing (engine air inlet rain cap, front cab-to-frame sealing, and hydraulic fill access door)*
- *HD1– intermediate guarding and sealing (HD0 + cab-to-frame side sealing, lockable fuel fill access door, tilt cylinder guarding, and drive line bottom guarding. Some equipment varies by region)*
- *HD2 – most comprehensive guarding and sealing (HD1 + turbo guard, exhaust stack wrap, Diesel Particulate Filter (DPF) wrap, quick disconnect guarding, fully enclosed drive line guarding, under step hydraulic lines guard cover, engine air inlet pre-cleaner. Some equipment varies by region)*

STANDARD EQUIPMENT

ELECTRICAL

- Work Tool Electrical Harness
- Heavy duty battery
- Battery disconnect with lockout feature
- 12-volt Electrical System
- 85 Ampere Alternator
- LED Work Lights
- Auto Reverse Lights
- Switch Backlighting
- Interior LED Dome Light
- Backup Alarm
- Electrical Outlet, Beacon
- Exterior Courtesy Lighting
- Automatic Work light notification flash when parking brake is released

OPERATOR ENVIRONMENT

- Full color LCD monitor: *Creep speed control, Drive response adjustment, Implement response adjustment, Drive Power Priority adjustment, Language selection (×32), Multi-operator Anti-theft Security System and Monitoring, Maintenance schedule and reminders, Event and Diagnostic Code monitoring, Date /Time/Units/Brightness settings, and Smart Technology for use with Smart Attachments.*
- Operator Warning System Indicators: *Air Filter Restriction, Alternator Output, Armrest Raised/Operator Out of Seat, Engine Coolant Temperature, Engine Oil Pressure, Glow Plug Activation, Hydraulic Supply Filter Restriction, Hydraulic Oil Temperature, Park Brake Engaged, Engine Emission System (where applicable)*
- Gauges: *Fuel Level, Hour Meter, Hydraulic Temperature, Hour Meter, Battery Voltage, Tachometer*
- Fold In Ergonomic Contoured Armrest
- Control Interlock System, when operator leaves seat or armrest raised: *Hydraulic System Disables, Hydrostatic Transmission Disables, Parking Brake Engages*
- ROPS Cab, Tilt Up
- FOPS, Level I
- Top and Rear Windows
- Floor Mat
- Headliner
- Interior Rearview Mirror
- Horn
- Hand (Dial) Throttle, Electronic
- Seat Mounted Joystick Controls
- Cell Phone Storage Pocket
- Cup Holder
- 12-volt power port
- Foot Throttle

HYDRAULICS

- Selectable control pattern – ISO or H
- Electro/hydraulic implement control
- Electro/hydraulic hydrostatic transmission control
- Speed sensor guarding
- Heavy duty flat faced quick disconnects with integrated pressure release lever
- Hydraulic oil level sight gauge

POWER TRAIN

- Cat C2.8T turbocharged diesel engine, meeting Tier 4 Final and Stage V Emission Standards
  - Glow plugs starting aid
  - Liquid cooled, direct injection
- Extended life antifreeze (–37°C, –34°F)
- Air cleaner, dual element, radial seal
- Scheduled Oil Sampling (S·O·S℠) Valve, Hydraulic Oil
- Ecology drain – coolant
- Radiator coolant level sight gauge
- Radiator expansion bottle
- Filter, hydraulic supply, cartridge type
- Filter, hydraulic return, cartridge type
- Filter, canister type, engine oil
- Filter, canister type, fuel and water separator
- Radiator/hydraulic oil cooler (side-by-side)
- Spring applied, hydraulically released, parking brakes
- Hydrostatic transmission
- Lockable fuel cap
- Hydraulic demand cooling fan
- Auto engine idle

UNDERCARRIAGE

- Torsion Suspension (4 independent torsion axles)
- Two speed travel
- Integrated tie downs on track frame (4)

FRAME

- Machine tie down points (9)
- Removable panels for machine frame cleanout
- Support, lift arm
- Steel rear and front bumpers, welded
- Fuel fill, machine right hand side

OTHER

- Auxiliary Hydraulics, Continuous Flow
- Telematics, Product Link, Cellular
  - Steel engine door with replaceable louvers
  - Engine door – lockable
  - Work tool attachment coupler
  - Cat ToughGuard™ hose

OPTIONAL EQUIPMENT

- External Counterweights
- Beacon, LED
- Engine Block Heater – 120V
- Oil, Hydraulic, Cold Operation
- 4-point machine lifting eyes
- Paint, Custom
- Speed Sensitive Ride Control
- Bluetooth Key Security
- Attachment Hose Guide
- Corrosion Inhibitor Coating

For more complete information on Cat products, dealer services, and industry solutions, visit us on the web at **www.cat.com**

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Materials and specifications are subject to change without notice. Featured machines in photos may include additional equipment. See your Cat dealer for available options.

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AEHQ8488-00 (11-2024)
(N Am, EU, Chile, Turkey, Colombia, S Korea)

Quote 315205-01

Jun 04, 2025

CITY OF MUSKOGEE FLEET DEPARTMENT
FLEET DEPARTMENT
PO 1927
MUSKOGEE
Oklahoma
74402

Attention: JUSTIN O'NEAL

Dear Justin O'Neal, Thank you for this opportunity to quote Caterpillar products for your business needs. We are pleased to quote the following for your purchase consideration.

One (1) New Caterpillar Model: 260 C3H2 Skid Steer Loaders | Compact Track Loaders with all standard equipment in addition to the additional specifications listed below:

STOCK NUMBER: C147288 **SERIAL NUMBER:** 05L901529 **YEAR:** 2025 **SMU:** 0

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Jeremy Mangrum
Machine Sales Representative

One (1) New Caterpillar Model: 260 C3H2 Skid Steer Loaders | Compact Track Loaders with all standard equipment in addition to the additional specifications listed below:

STANDARD EQUIPMENT

POWERTRAIN -Cat C2.8T turbocharged diesel engine --Gross horsepower per ISO 14396 -74 hp (55 kW) --Glow plugs starting aid --Liquid cooled, direct injection -Air cleaner, dual element, radial seal -S-O-S sampling valve, hydraulic oil -Ecology drain - coolant -Filter, hydraulic supply, cartridge type -Filter, hydraulic return, cartridge type -Filter, canister type, engine oil -Filter, canister type, fuel -and water separator -Radiator / hydraulic oil -cooler (side-by-side) -Spring applied, hydraulically released, -parking brakes -Hydrostatic transmission -Four wheel chain drive -Lockable fuel cap -Auto engine idle -

HYDRAULICS -Selectable control pattern - ISO or H -Electro/hydraulic implement control -Electro/hydraulic hydrostatic -transmission control -Heavy duty flat faced quick disconnects -with integrated pressure release lever

ELECTRICAL -Work Tool Electrical Harness -Heavy duty battery --includes battery disconnect with -lockout feature -12 volt electrical system -85 ampere alternator -LED work lights -Auto reverse lights -Switch backlighting -Interior LED dome light -Backup alarm -Electrical outlet, beacon -Courtesy lighting, exterior -

OPERATOR ENVIRONMENT -Operator warning system indicators: --Air filter restriction --Alternator output --Armrest raised / operator out of seat --Engine coolant temperature --Engine oil pressure --Glow plug activation --Hydraulic supply filter restriction --Hydraulic oil temperature --Park brake engages --Engine emission system -(where applicable) -Control interlock system, when operator -leaves seat or armrest raised: --Hydraulic system disables --Hydrostatic transmission disables --Parking brake engages -ROPS cab, tilt up -FOPS, Level I -Color LCD monitor: --Creep speed control --Drive response adjustment --Implement response adjustment --Drive Power Priority adjustment --Language selection (x32) --Date, Time, Units, and brightness -settings --Multi-operator Anti-theft Security -System & Monitoring --Maintenance schedule and reminders --Event and Diagnostic Code monitoring --Smart Technology, enables use of -Smart Attachments -Gauges: fuel level, hour meter, -hydraulic temperature, battery -voltage, tachometer. -Rear View Camera -Cell Phone Storage Pocket -Cup Holder -Ergonomic contoured armrest -Independently adjustable, seat -mounted joystick controls. -Top and rear windows -Floormat -Headliner -Interior rear view mirror -Horn -Hand (dial) throttle, electronic -12 volt power port -Rear window breaker hammer

FRAMES -Lift linkage, vertical path -Chassis, one piece welded -Machine tie down points (9) -Removable panels for machine -frame cleanout -Support, lift arm -Steel rear and front bumpers, welded -Fuel fill, machine right hand side

OTHER STANDARD EQUIPMENT -Steel engine door with replaceable -louvers -Engine door - lockable -Extended life antifreeze (-37C, -34F) -Work tool attachment coupler -Hydraulic oil level sight gauge -Radiator coolant level sight gauge -Radiator expansion bottle -Cat ToughGuard TM hose -Hydraulic demand cooling fan

MACHINE SPECIFICATIONS

BUCKET-GP, 74'', BOCE	279-5373
CARRIAGE, 46'', FORKS, 48'', SSL	353-1697
260 05A SKID STEER LOADER	601-2110
LANE 3 ORDER	0P-9003
CAB PACKAGE, PRO PLUS	653-9077
WORKLIGHTS, LED, FRONT/REAR	579-2310
POWERTRAIN, 2-SPEED	585-9525
SEAT,AIR SUSPENSION,CLOTH,HEAT	585-9587
COMFORT PKG, ENCLOSED CAB,HVAC	585-9837
HYDRAULICS, PERFORMANCE, (HP1)	586-0012
QC, HYD DUAL SELF-LEVEL	586-0034
PACKAGE, TECHNOLOGY (T4)	607-8407
FAN, COOLING, DEMAND	624-1809
HOSE GUIDE, ATTACHMENT	640-5405
GUARDING / SEALING PKG, (HD1)	586-0054
RIDE CONTROL	585-9528
FUEL, MANUAL PRIMING	607-0943
REAR LIGHTS	579-2312
DOOR, CAB, GLASS	593-7243
INTEGRATED RADIO	651-8586
SEAT BELT, 2''	613-1924
PRODUCT LINK, CELLULAR PLE643	579-2324
TIRES, 12/16.5 GA 10PR	650-7303
CERTIFICATION ARR, P65	643-7211
INSTRUCTIONS, ANSI, USA	585-9542
SERIALIZED TECHNICAL MEDIA KIT	421-8926
COUNTERWEIGHT,MACHINE,EXTERNAL	585-9676
HEATER, ENGINE COOLANT, 120V	594-2212
PACKING, ROLL ON - ROLL OFF	0P-0226
260 CPM	657-6166
FACTORY PDI	

SELL PRICE	$63,525.00
CSA	Included
NET BALANCE DUE	**$63,525.00**
EXT WARRANTY	Included
AFTER TAX BALANCE	**$63,525.00**

Priced Using Sourcewell Member #17934

WARRANTY

Standard Warranty:	Standard 12 Month Unlimited Hour Full Machine Coverage
Extended Coverage:	260-84 MO/3000 HR PREMIER
CSA	24 Month TTM Coverage

F.O.B/TERMS:
Delivered to Muskogee, OK

OPTIONS FOR CONSIDERATION:

Components	Qty	Price
BROOM, BA121, HYD.ANGLE, P/W	1	$10,506.00

PAYMENT TERMS

Cash Invoice Terms

CASH WITH ORDER	QUOTE SELL PRICE
$0.00	$63,525.00

Accepted by _____ on _____

Signature


CAT


CAT
260


260
CAT

Quote 315205-01

Jun 04, 2025

CITY OF MUSKOGEE FLEET DEPARTMENT
FLEET DEPARTMENT
PO 1927
MUSKOGEE
Oklahoma
74402

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WORKLIGHTS, LED, FRONT/REAR	579-2310
POWERTRAIN, 2-SPEED	585-9525
SEAT,AIR SUSPENSION,CLOTH,HEAT	585-9587
COMFORT PKG, ENCLOSED CAB,HVAC	585-9837
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PACKAGE, TECHNOLOGY (T4)	607-8407
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COUNTERWEIGHT,MACHINE,EXTERNAL	585-9676
HEATER, ENGINE COOLANT, 120V	594-2212
PACKING, ROLL ON - ROLL OFF	0P-0226
260 CPM	657-6166
FACTORY PDI	
BUCKET-GP, 74'', BOCE	279-5373
CARRIAGE, 46'', FORKS, 48'', SSL	353-1697
BROOM, BA121, HYD.ANGLE, P/W	565-4842

CATERPILLAR LIST PRICE	**$104,114.00**
SOURCEWELL MEMBER DISCOUNT OF 21% OFF LIST	(21,863.94)
NET BALANCE DUE BEFORE WARREN CAT DISCOUNT TO CITY OF MUSKOGEE	**$82,250.06**
WARREN CAT DISCOUNT TO CITY OF MUSKOGEE	(8,219.06)
TOTAL BEFORE APPLICABLE TAXES	**$74,031.00**

WARRANTY

Standard Warranty:	Standard 12 Month Unlimited Hour Full Machine Coverage
Extended Coverage:	260-84 MO/3000 HR PREMIER
CSA	24 Month TTM Coverage

F.O.B/TERMS:
Delivered to Muskogee, OK

PAYMENT TERMS

Cash Invoice Terms

CASH WITH ORDER	QUOTE SELL PRICE
$0.00	$74,031.00

Accepted by _____ on _____

Signature