

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

**(Public Comment during Public Hearing or Agenda item comment)**

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

**AGENDA**  
**PUBLIC WORKS COMMITTEE**  
**FEBRUARY 10, 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 Public Works Committee minutes of January 13, 2025, or take other necessary action.
2. Discuss and take action to nominate and appoint a Vice Chair of the Public Works Committee, or take other necessary action. (Mayor W. Patrick Cale)
3. Consider approval for use of the Muskogee Davis Field Regional Airport to host the 1st Annual Warbird Fly-In, and the Commemorative Air Force Tora! Tora! Tora! Event, or take other necessary action. (Tyler Evans)
4. Consider approval of an agreement with Tetra Tech, in the amount of \$135,240.00, for Sanitary Sewer Evaluation Services, more particularly in the Haskell Blvd. area, or take other necessary action. (Mike Stewart)
5. Consider approval of an agreement between the City of Muskogee and Waste Management of Oklahoma for the purpose of solid waste disposal, to be effective March 1, 2025, or take other necessary action. (Mike Stewart)
6. Consider approval of the appointment of Wren Stratton to the War Memorial Trust Authority, filling the unexpired term of David Weston, commencing upon appointment, and ending August 31, 2026, or take other necessary action. (Mayor W. Patrick Cale)

## RECOGNIZE CITIZENS WISHING TO SPEAK TO CHAIRMAN AND COMMITTEE MEMBERS.

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

**Public Works Committee**

**1.**

Meeting Date: 02/10/2025  
Initiator: Jennifer Sharp, Admin II  
Department: City Clerk  
Staff Information Source:

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Information

AGENDA ITEM TITLE:

Consider approval of Public Works Committee minutes of January 13, 2025, or take other necessary action.

BACKGROUND:

RECOMMENDED ACTION:

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Fiscal Impact

Attachments

1-13-2025 pwmin

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## **MINUTES**

### **OF THE PUBLIC WORKS COMMITTEE OF THE CITY OF MUSKOGEE, OKLAHOMA MET IN REGULAR SESSION IN COUNCIL CHAMBERS OF CITY HALL JANUARY 13, 2025**

The Public Works Committee of the City of Muskogee, Oklahoma, met in Regular Sessions at 5:30 p.m., January 13, 2025, in Council Chambers, Municipal Building, 229 W. Okmulgee Ave., Muskogee, Oklahoma.

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

**Absent:** Committee Member Tom Martindale

**Staff Present:** Roger Kolman, Interim City Manager; Katrina Bodenhamer, City Attorney/Interim Assistant City Manager; Tammy L. Tracy, City Clerk; Kenna Terrell, Deputy City Clerk; Mike Stewart, Public Works Director; Jeff Reeves, Project Manager; Johnny Teehee, Police Chief; Maggie Eaton, Human Resources Director; Jody Moore, Fire Chief; Avery Rigney, Assistant Public Works Director; Brooke Hall, Asst. Director of Parks & Recreation; Sarah Winkle, Deputy Planning Director; Tera Shows, Economic Development Manager; Austin Witt, Deputy City Attorney; Jody King, Planning Director

1. Consider approval of Public Works Committee minutes of September 9, 2024, or take other necessary action.

Motion was made by Committee Member Shirley Hilton-Flanary, seconded by Mayor Patrick Cale to approve Public Works Committee minutes of September 9, 2024.

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

Carried - Unanimously

2. Consider approval of a proposed lease for the Armory Building and an accessory building, located on East Davis Field Road, or take other necessary action. (Roger Kolman)

Interim City Manager Roger Kolman stated this lease cancels a previous lease and expands a new lease to five (5) years. The Main Armory has been renovated by the lessee with nearly \$200,000.00 of site improvements. Staff recommended approval.

Motion was made by Committee Member Jaime Stout, seconded by Committee Member Dan Hall to approve a proposed lease for the Armory Building and an accessory building, located on East Davis Field Road.

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

Carried - Unanimously

3. Consider approval of the appointment of Mike Brawley as the Ward 1 Commissioner to the Urban Renewal Authority, filling the unexpired term of Eric Elgin, commencing upon appointment, and expiring August 31, 2025, or take other necessary action. (Councilor Shirley Hilton-Flanary)

Motion was made by Committee Member Shirley Hilton-Flanary, seconded by Committee Member Jaime Stout to approve of the appointment of Mike Brawley as the Ward 1 Commissioner to the Urban Renewal Authority, filling the unexpired term of Eric Elgin, commencing upon appointment, and expiring August 31, 2025.

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

Carried - Unanimously

## **RECOGNIZE CITIZENS WISHING TO SPEAK TO CHAIRMAN AND COMMITTEE MEMBERS.**

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

There being no further business, the meeting was adjourned.

CHAIR TRACY HOOS  
PUBLIC WORKS COMMITTEE

pwmh  
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**Public Works Committee**

**2.**

Meeting Date: 02/10/2025

Submitted For: Tammy Tracy, City Clerk

Initiator: Tammy Tracy, City Clerk

Department: City Clerk

Staff Information Source: Mayor W. Patrick Cale

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Information

**AGENDA ITEM TITLE:**

Discuss and take action to nominate and appoint a Vice Chair of the Public Works Committee, or take other necessary action. (Mayor W. Patrick Cale)

**BACKGROUND:**

At the June 12, 2023, Public Works Committee meeting and the June 26, 2023, City Council meeting, Mayor Cale nominated, and City Council approved, the appointment of Councilor Tracy Hoos as the Chair of the Public Works Committee, filling the vacated position of previous City Councilor Stephanie Jones.

With this appointment, Councilor Hoos vacated the position of Vice Chair of the Public Works Committee. No replacement was made at that time. This left the Vice Chair position unfilled.

As a housekeeping item, a vice chair will need to be appointed and approved.

**RECOMMENDED ACTION:**

Nominate and appoint a Vice Chair to the Public Works Committee.

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Fiscal Impact

Attachments

*No file(s) attached.*

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**Public Works Committee**

**3.**

**Meeting Date:** 02/10/2025  
**Submitted For:** Tyler Evans, Emergency Management  
**Initiator:** Tyler Evans, Emergency Management Director  
**Department:** Public Works  
**Staff Information Source:**

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**Information**

**AGENDA ITEM TITLE:**

Consider approval for use of the Muskogee Davis Field Regional Airport to host the 1st Annual Warbird Fly-In, and the Commemorative Air Force Tora! Tora! Tora! Event, or take other necessary action. (Tyler Evans)

**BACKGROUND:**

The Commemorative Air Force Tora! Tora! Tora! airshow act will be practicing their act over three days, from March 13th - 15th 2025, at the Muskogee Davis Field Regional Airport. This is the second year Tora! Tora! Tora! has come to Muskogee. A new, larger event is planned this year to coincide with the Tora! Tora! Tora! practices. This event will include additional airplane static displays, first-responder vehicles to include helicopters, military vehicles, food trucks, a kids' zone, bleacher seating, and a pyrotechnic display.

**RECOMMENDED ACTION:**

Approve use of the Muskogee Davis Field Regional Airport for the 1st Annual Warbird Fly-In and Tora! Tora! Tora! practice event.

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**Fiscal Impact**

**Attachments**

*No file(s) attached.*

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**Public Works Committee****4.**

Meeting Date: 02/10/2025  
Submitted For: Avery Rigney, Public Works  
Initiator: Avery Rigney, Asst. Public Works Director  
Department: Public Works  
Staff Information Source:

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**Information****AGENDA ITEM TITLE:**

Consider approval of an agreement with Tetra Tech, in the amount of \$135,240.00, for Sanitary Sewer Evaluation Services, more particularly in the Haskell Blvd. area, or take other necessary action. (Mike Stewart)

**BACKGROUND:**

The scope of services is for the area surrounding Haskell Blvd. There is a particular part of this area that has frequent sewer issues including backups, stop-ups, and bypasses from manholes in major rain events. When the sewer is having issues, the difficult part is tracking it back in the system to find the root cause of the issue. Sometimes it takes more invasive measures than what City staff can commit to, this is due to time, man-power, and equipment constraints. Tetra Tech has solved some major issues in the sanitary sewer system before, so they are a reputable company that is familiar with our system.

The scope of services includes: SSES Field Work, Public Information programming, manhole inspections, Cleaning and television inspection, collection system mapping updates, smoke testing, flow monitoring, data entry/quality assurance, flow monitoring report, private sector defect report, defect analysis, and a summary report.

**RECOMMENDED ACTION:**

Approve

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**Fiscal Impact****FUNDING SOURCE:**

OWRB loan 6560-432-62.95

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**Attachments**

Tetra Tech Agreement

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**Tetra Tech, Inc.**  
**Professional Services Agreement for Engineering Services**

This Agreement is made and becomes effective this 2nd day of October 2025 between **The City of Muskogee** (Client) and **Tetra Tech, Inc.**, (Consultant), a Delaware corporation.

Client hereby retains Consultant to perform engineering services in connection with a Project described as **Haskell Boulevard Area SSES and Flow Monitoring** and as further described in Attachment A. Consultant agrees to perform the services in consideration of the compensation described in Attachment A and in accordance with the terms described in the attached Standard Terms and Conditions.

This Agreement consists of this document together with Attachment A - Project Requirements and the attached Standard Terms and Conditions. This Agreement between the Client and Consultant supersedes all prior written and oral understandings. This Agreement may only be amended, supplemented, modified, or cancelled by a duly executed written instrument. Signature by facsimile or e-mail shall be deemed original.

In executing this Agreement, the undersigned also acknowledge their authority to bind the parties to all terms and conditions.

In witness whereof, the parties hereto have made and executed this Agreement as of the day and year first written.

**The City of Muskogee**  
229 West Okmulgee Avenue  
Muskogee, Oklahoma 74401  
918.682.6602

**Tetra Tech, Inc.**  
7645 East 63rd Street, Suite 301  
Tulsa, Oklahoma 74133  
918.249.3909

By \_\_\_\_\_  
*Client's Authorized Signature*

\_\_\_\_\_  
*Printed Name*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Email*

By \_\_\_\_\_  
*Consultant's Authorized Signature*

Ryan Mittasch, P.E.  
Senior Project Manager  
[ryan.mittasch@tetrattech.com](mailto:ryan.mittasch@tetrattech.com)

**Professional Services Agreement  
Attachment A – Project Requirements**

**Client:** The City of Muskogee

**Project Description**

Haskell Boulevard Area SSES & Flow Monitoring

**Scope of Services**

**Effort /  
Cost Assumed**

Consultant shall provide the services as detailed in the Scope of Services attached hereto.

\$135,240

**Special Assumptions**

**Project Schedule**

**Task**

**Date**

**Method of Compensation**

The breakdown of the fee, \$135,240, is detailed below as a combination of Unit Prices and Lump Sum billing.

Manhole Inspections & Mapping Corrections	60 MHs @ \$500/EA	\$30,000.00
Flow Monitoring Equipment Install/Retrieve	Lump Sum	\$5,200.00
Flow Monitoring Equipment Maintenance and Data QA	60 Days @ \$338/Meter-Day	\$20,280.00
Smoke Testing	13,000 LF @ \$0.92/LF	\$11,960.00
Line Cleaning & CCTV	1,300 LF @ \$18.50/LF	\$24,050.00
Defect Analysis, Rehab Recommendations, Public & Private Sector Defect Reports, and Flow Monitoring Report	Lump Sum	\$43,750.00
<b>TOTAL FEE</b>		<b>\$135,240.00</b>

**Supplemental Terms and Conditions**

## SCOPE OF SERVICES.

### 1. SSES FIELD WORK

SSES Field Work will consist of manhole and visual pipe inspections, mapping corrections, smoke testing, main line cleaning and television inspections, and flow monitoring within the Study Area below. Quantities have been estimated for the specified study area. Adjustments to the estimated quantities may be made as actual quantities are determined for the various inspections completed.

### 2. Public Information Program

The Consultant shall conduct a public notification program prior to the field inspections in order to minimize potential alarm over the presence of field personnel in backyards and the various premises.

The Consultant will complete press releases to submit to the Client, hold informational meetings, and coordinate with Client staff.

The Consultant will respond to all telephone calls by building owners or occupants during all active phases of the project.

### 3. Manhole Inspections

Manhole inspections will comply with the MACP inspection protocol. Whenever possible, the Consultant will conduct topside inspections of every accessible manhole in the prioritized areas. Where entry is required, confined space entry procedures will be followed. The following manhole components will all be inspected for signs of I&I and for structural soundness: the manhole cover, cover to frame fit, the manhole frame, the frame-to-chimney seal, the chimney condition, the corbel condition, the wall condition, the step condition, the bench, the invert, and each of the pipe seals. Other information will also be obtained relative to the manhole location, grade elevation, ponding potential, manhole diameter and depth, construction materials, active I&I, evidence of I&I, and evidence of surcharge. Rim to invert measurements and the general orientation of all connecting lines will be recorded. Manholes that are surcharged during average flow conditions will be identified and turned over to the Client for cleaning. Photographs will be taken of all severe or unusual manhole defects or configurations and will be loaded as digital photos into the project database.

During the manhole inspection process, each of the incoming pipes will be inspected for signs of cracking, collapse, root intrusion, deposition, grease, offset joints, active infiltration, or other defects. Other information such as pipe diameter and material will also be collected. Pipe diameter measurements shall be rounded to the nearest industry standard pipe size.

Diligent search shall be made for each manhole in the prioritized areas. Metal detecting and probing equipment shall be used as needed to locate buried manholes. Should the search prove unsuccessful, the manhole number shall be noted and turned over to the Client for assistance in locating it. Manholes subsequently located shall be inspected at no additional charge to the Client. Confirmed buried manholes greater than 4" shall be noted and turned over to the Client for excavation and adjustment ring installation to raise manhole cover to grade providing access for inspection.

### 4. Cleaning and Television Inspection

Television inspections shall be performed on line segments that will be selected based on Smoke Testing and Manhole Inspection results. It is estimated that 10 percent of the total footage in the study area will be televised and the fee is based on that quantity. If other field investigations determine that additional CCTV is warranted, this will be brought to the attention of the Client for discussion and potential contract amendment.

Cleaning and internal TV inspection of selected sewer lines and record findings will be performed. Sanitary sewer lines will be cleaned to facilitate the television inspection activities. Standard cleaning rates are based on three passes with a jet cleaner. If additional cleaning or root cutting is necessary, the Consultant shall notify the Client and obtain approval to perform heavy cleaning at the rates specified. Lines approved for heavy cleaning shall be cleaned with mechanical cleaning equipment. Root cutting is included in the heavy cleaning rates.

During cleaning operations, all sludge, debris, etc., shall be removed from the sewer and disposed of at a location provided by the Client. The Client shall provide water for the cleaning operation at no charge to the Consultant. All data shall be provided in digital format on USB flash drive or external hard drive.

#### 5. Collection System Mapping Updates

There are mapping discrepancies for the existing collections system in the study area. During the manhole inspection process, the line connectivity will be confirmed or updated to reflect existing conditions. This information will be used to prepare a map of the study area. These maps of the study area will be provided in GIS-compatible format with the final deliverables.

#### 6. Smoke Testing

Smoke testing will be performed on every line within the study area. Smoke testing will be conducted using dual axial blowers and testing lengths shall be limited to three line segments between the upstream and downstream blower locations; except where combined segment length totals less than 500 feet. Segments totaling less than 900 feet may include straight through manholes. Smoke testing will be performed only during dry periods. Each segment shall be isolated by sandbagging where permissible if adequate smoke density cannot be otherwise obtained.

Flags shall be placed at observed smoke locations and digital images shall be captured. All defects identified by smoke testing shall be flagged and photographed. Smoke defect locations shall be recorded on an electronic Collector map of the system. All smoke defect images shall be entered into the field inspection database.

Main line defects and service lateral defects shall be scrutinized to ensure that a conservative determination of public vs. private side defects is made. If necessary, the line shall be earmarked for television inspection.

During the smoke testing, each building in the vicinity of the line segment will be observed for evidence of illegal or illicit connections or other defects. All such defects shall be noted on the smoke test form. Where suspected defects are identified but are not confirmed by the smoke test, the building address, type, and suspected defect shall be noted.

Based on the smoke test results, recommendations for additional tests will be compiled which will include Main Line Cleaning and Television Inspection.

#### 7. Flow Monitoring

Flow Monitoring shall consist of the measurement of sanitary sewer flow at a single point in the gravity collection system to determine the dry weather flow and relative Inflow and Infiltration (I&I) contribution during wet weather. The proposed monitoring location is near North Utah Street Haskell Boulevard. Flow monitors shall consist of open channel flow monitors that measure depth of flow and velocity of flow. The Consultant will also set a rain gauge assembly at this location to collect rain data for this area.

Silt and debris in the collection system will cause erroneous readings in the flow monitoring data, so it is requested that the proposed flow monitoring area lines be cleaned by the Client prior to the meters being

placed.. After the upstream and downstream lines have been sufficiently cleaned by others, Consultant will mount the flow monitoring equipment and maintain it to collect data for a period of 60 days.

Equipment will be removed at the end of 60 days unless insufficient rainfall events have occurred. In that case, negotiations can be made for an amendment to leave the equipment in place and monitor for an additional period.

8. Data Entry/Quality Assurance

Each field inspection form will be reviewed to ensure that the field data is complete and free from obvious errors or inaccuracies. The project superintendent will conduct random inspections to double check the accuracy and consistency of the work completed by the field crews. Manhole and visual pipe forms will be reviewed to ensure that they correlate with the Client's atlas. Data entry will be performed concurrently with the field inspections to ensure that errors are identified, addressed, and corrected as soon after the inspection as possible.

All manhole and visual pipe observed defects shall be captured with a digital camera and loaded on to a USB Flash drive or external hard drive for delivery to the Client.

9. Flow Monitoring Report:

At the conclusion of the flow monitoring period, an engineering analysis of flow and rainfall data shall be performed to determine the dry weather flow and quantify the I&I responses to various wet weather events.

The data will be summarized in a letter report. Up to 3 hard copies of the report will be submitted as the final deliverable.

10. Private Sector Defect Report:

A Private Sector Defect Report will be prepared at the conclusion of the smoke testing. The report shall provide data on each private sector defect discovered. Defect data will identify the defect type, smoke intensity, estimated tributary area and address as well as sketches, photos, and other pertinent data on each defect discovered. This private sector defect report will be included as an appendix to the overall defect analysis and summary report.

11. Defect Analysis and Summary Report:

At the conclusion of the field inspections for the study area identified, an engineering analysis of field inspection data shall be performed to develop recommendations for addressing I&I sources as well as structural deficiencies. The evaluation shall consider all data collected during the field Inspection Phase of the project. Consultant shall deliver a comprehensive rehabilitation and improvement strategy as coordinated with the Client.

Consultant will develop public sector rehabilitation and improvement costs for manhole and line repairs for the designated study areas.

Consultant will prepare and submit three copies of a Defect Analysis and Report that includes results of the I&I investigations, findings on both the private sector and the public sector, as well as cost estimates, recommended plan to reduce I&I, and a preliminary schedule for implementation of public sector sewer rehabilitation.





## Tetra Tech, Inc.

### Engineering Services Standard Terms & Conditions

**Services** Consultant will perform services for the Project as set forth in Attachment A and in accordance with these Terms & Conditions. Consultant has developed the Project scope of service, schedule, and compensation based on available information and various assumptions. The Client acknowledges that adjustments to the schedule and compensation may be necessary based on the actual circumstances encountered by Consultant in performing their services. Consultant is authorized to proceed with services upon receipt of an executed Agreement.

**Compensation** In consideration of the services performed by Consultant, the Client shall pay Consultant in the manner set forth above. The parties acknowledge that terms of compensation are based on an orderly and continuous progress of the Project. Compensation shall be equitably adjusted for delays or extensions of time beyond the control of Consultant. Where total project compensation has been separately identified for various tasks, Consultant may adjust the amounts allocated between tasks as the work progresses so long as the total compensation amount for the project is not exceeded.

**Fee Definitions** The following fee types shall apply to methods of payment:

- **Salary Cost** is defined as the individual's base salary plus customary and statutory benefits. Statutory benefits shall be as prescribed by law and customary benefits shall be as established by Consultant employment policy.
- **Cost Plus** is defined as the individual's base salary plus actual overhead plus professional fee. Overhead shall include customary and statutory benefits, administrative expense, and non-project operating costs.
- **Lump Sum** is defined as a fixed price amount for the scope of services described.
- **Standard Rates** is defined as individual time multiplied by standard billing rates for that individual.
- **Subcontracted Services** are defined as Project-related services provided by other parties to Consultant.
- **Reimbursable Expenses** are defined as actual expenses incurred in connection with the Project.

**Payment Terms** Consultant shall submit invoices at least once per month for services performed and Client shall pay the full invoice amount within 30 days of the invoice date. Invoices will be considered correct if not questioned in writing within 10 days of the invoice date. Client payment to Consultant is not contingent on arrangement of project financing or receipt of funds from a third party. In the event the Client disputes the invoice or any portion thereof, the undisputed portion shall be paid to Consultant based on terms of this Agreement. Invoices not in dispute and unpaid after 30 days shall accrue interest at the rate of one and one-half percent per month (or the maximum percentage allowed by law, whichever is the lesser). Invoice payment delayed beyond 60 days shall give Consultant the right to stop work until payments are current. Non-payment beyond 70 days shall be just cause for termination by Consultant.

**Additional Services** The Client and Consultant acknowledge that additional services may be necessary for the Project to address issues that may not be known at Project initiation or that may be required to address circumstances that were not foreseen. In that event, Consultant shall notify the Client of the need for additional services and the Client shall pay for such additional services in an amount and manner as the parties may subsequently agree.

**Site Access** The Client shall obtain all necessary approvals for Consultant to access the Project site(s).

**Underground Facilities** Consultant and/or its authorized subcontractor will conduct research and perform site reconnaissance in an effort to discover the location of existing underground facilities prior to developing boring plans, conducting borings, or undertaking invasive subsurface investigations. Client recognizes that accurate drawings or knowledge of the location of such facilities may not exist, or that research may reveal as-built drawings or other documents that may inaccurately show, or not show, the location of existing underground facilities. In such events, except for the sole negligence, willful misconduct, or practice not conforming to the Standard of Care cited in this Agreement, Client agrees to indemnify and hold Consultant and/or its Subcontractor harmless from any and all property damage, injury, or economic loss arising or allegedly arising from borings or other subsurface penetrations.

**Regulated Wastes** Client is responsible for the disposal of all regulated wastes generated as a result of services provided under this Agreement. Consultant and Client mutually agree that Consultant assumes no responsibility for the waste or disposal thereof.

**Contractor Selection** Consultant may make recommendations concerning award of construction contracts and products. The Client acknowledges that the final selection of construction contractors and products is the Client's sole responsibility.

**Ownership of Documents** Drawings, specifications, reports, programs, manuals, or other documents, including all documents on electronic media, prepared under this Agreement

are instruments of service and are, and shall remain, the property of Consultant. Record documents of service shall be based on the printed copy. Consultant will retain all common law, statutory, and other reserved rights, including the copyright thereto. Consultant will furnish documents electronically; however, the Client releases Consultant from any liability that may result from documents used in this form. Consultant shall not be held liable for reuse of documents or modifications thereof by the Client or its representatives for any purpose other than the original intent of this Agreement, without written authorization of and appropriate compensation to Consultant.

**Standard of Care** Services provided by Consultant under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Consultant makes no warranty or guaranty, either express or implied. Consultant will not be liable for the cost of any omission that adds value to the Project.

**Period of Service** This Agreement shall remain in force until completion and acceptance of the services or until terminated by mutual agreement. Consultant shall perform the services for the Project in a timely manner consistent with sound professional practice. Consultant will strive to perform its services according to the Project schedule set forth in the provisions for Scope of Work/Fee/Schedule in Attachment A. The services of each task shall be considered complete when deliverables for the task have been presented to the Client. Consultant shall be entitled to an extension of time and compensation adjustment for any delay beyond Consultant control.

**Insurance and Liability** Consultant shall maintain the following insurance and coverage limits during the period of service. The Client will be named as an additional insured on the Commercial General Liability and Automobile Liability insurance policies.

Worker's Compensation – as required by applicable state statute  
Commercial General Liability - \$1,000,000 per occurrence for bodily injury, including death and property damage, and \$2,000,000 in the aggregate  
Automobile Liability –\$1,000,000 combined single limit for bodily injury and property damage  
Professional Liability (E&O) - \$1,000,000 each claim and in the aggregate

The Client shall make arrangements for Builder's Risk, Protective Liability, Pollution Prevention, and other specific insurance coverage warranted for the Project in amounts appropriate to the Project value and risks. Consultant shall be a named insured on those policies where Consultant may be at risk. The Client shall obtain the counsel of others in setting insurance limits for construction contracts.

**Indemnification** Consultant shall indemnify and hold harmless the Client and its employees from any liability, settlements, loss, or costs (including reasonable attorneys' fees and costs of defense) to the extent caused solely by the negligent act, error, or omission of Consultant in the performance of services under this Agreement. If such damage results in part by the negligence of another party, Consultant shall be liable only to the extent of Consultant's proportional negligence.

**Dispute Resolution** The Client and Consultant agree that they shall diligently pursue resolution of all disagreements within 45 days of either party's written notice using a mutually acceptable form of mediated dispute resolution prior to exercising their rights under law. Consultant shall continue to perform services for the Project and the Client shall pay for such services during the dispute resolution process unless the Client issues a written notice to suspend work. Causes of action between the parties to this Agreement shall be deemed to have accrued and the applicable statutes of repose and/or limitation shall commence not later than the date of substantial completion.

**Suspension of Work** The Client may suspend services performed by Consultant with cause upon fourteen (14) days written notice. Consultant shall submit an invoice for services performed up to the effective date of the work suspension and the Client shall pay Consultant all outstanding invoices within fourteen (14) days. If the work suspension exceeds thirty (30) days from the effective work suspension date, Consultant shall be entitled to renegotiate the Project schedule and the compensation terms for the Project.

**Termination** The Client or Consultant may terminate services on the Project upon seven (7) days written notice without cause or in the event of substantial failure by the other party to fulfill its obligations of the terms hereunder. Consultant shall submit an invoice for services performed up to the effective date of termination and the Client shall pay Consultant all outstanding invoices, together with all costs arising out of such termination, within fourteen (14) days. The Client may withhold an amount for services that may be in dispute provided that the Client furnishes a written notice of the basis for their dispute and that the amount withheld represents a reasonable value.

**Authorized Representative** The Project Manager assigned to the Project by Consultant is authorized to make decisions or commitments related to the project on behalf of Consultant. Only authorized representatives of Consultant are authorized to execute



contracts and/or work orders on behalf of Consultant. The Client shall designate a representative with similar authority. Email messages between Client and members of the project team shall not be construed as an actual or proposed contractual amendment of the services, compensation or payment terms of the Agreement.

**Project Requirements** The Client shall confirm the objectives, requirements, constraints, and criteria for the Project at its inception. If the Client has established design standards, they shall be furnished to Consultant at Project inception. Consultant will review the Client design standards and may recommend alternate standards considering the standard of care provision.

**Independent Consultant** Consultant is and shall be at all times during the term of this Agreement an independent consultant and not an employee or agent of the Client. Consultant shall retain control over the means and methods used in performing Consultant's services and may retain subconsultants to perform certain services as determined by Consultant.

**Compliance with Laws** Consultant shall perform its services consistent with sound professional practice and endeavor to incorporate laws, regulations, codes, and standards applicable at the time the work is performed. In the event that standards of practice change during the Project, Consultant shall be entitled to additional compensation where additional services are needed to conform to the standard of practice.

**Permits and Approvals** Consultant will assist the Client in preparing applications and supporting documents for the Client to secure permits and approvals from agencies having jurisdiction over the Project. The Client agrees to pay all application and review fees.

**Limitation of Liability** In recognition of the relative risks and benefits of the project to both the Client and Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of Consultant and its subconsultants to the Client and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of Consultant and its subconsultants to all those named shall not exceed \$50,000 or the amount of Consultant's total fee paid by the Client for services under this Agreement, whichever is the greater. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

**Consequential Damages** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor Consultant, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project or with this Agreement.

**Waiver of Subrogation** Consultant shall endeavor to obtain a waiver of subrogation against the Client, if requested in writing by the Client, provided that Consultant will not increase its exposure to risk and Client will pay the cost associated with any premium increase or special fees.

**Environmental Matters** The Client warrants that they have disclosed all potential hazardous materials that may be encountered on the Project. In the event unknown hazardous materials are encountered, Consultant shall be entitled to additional compensation for appropriate actions to protect the health and safety of its personnel, and for additional services required to comply with applicable laws. The Client shall indemnify Consultant from any claim related to hazardous materials encountered on the Project except for those events caused by negligent acts of Consultant.

**Cost Opinions** Consultant shall prepare cost opinions for the Project based on historical information that represents the judgment of a qualified professional. The Client and Consultant acknowledge that actual costs may vary from the cost opinions prepared and that Consultant offers no guarantee related to the Project cost.

**Contingency Fund** The Client acknowledges the potential for changes in the work during construction and the Client agrees to include a contingency fund in the Project budget appropriate to the potential risks and uncertainties associated with the Project. Consultant may offer advice concerning the value of the contingency fund; however, Consultant shall not be liable for additional costs that the Client may incur beyond the contingency fund they select unless such additional cost results from a negligent act, error, or omission related to services performed by Consultant.

**Safety** Consultant shall be responsible solely for the safety precautions or programs of its employees and no other party.

**Information from Other Parties** The Client and Consultant acknowledge that Consultant will rely on information furnished by other parties in performing its services under the Project. Consultant shall not be liable for any damages that may be incurred by the Client in the use of third party information.

**Force Majeure** Consultant shall not be liable for any damages caused by any delay that is beyond Consultant's reasonable control, including but not limited to unavoidable delays that may result from any acts of God, strikes, lockouts, wars, acts of terrorism, riots, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party.

**Waiver of Rights** The failure of either party to enforce any provision of these terms and conditions shall not constitute a waiver of such provision nor diminish the right of either party to the remedies of such provision.

**Warranty** Consultant warrants that it will deliver services under the Agreement within the standard of care. No other expressed or implied warranty is provided by Consultant.

**Severability** Any provision of these terms later held to be unenforceable shall be deemed void and all remaining provisions shall continue in full force and effect. In such event, the Client and Consultant will work in good faith to replace an invalid provision with one that is valid with as close to the original meaning as possible.

**Survival** All obligations arising prior to the termination of this Agreement and all provisions of these terms that allocate responsibility or liability between the Client and Consultant shall survive the completion or termination of services for the Project.

**Assignments** Neither party shall assign its rights, interests, or obligations under the Agreement without the express written consent of the other party.

**Governing Law** The terms of Agreement shall be governed by the laws of the state where the services are performed provided that nothing contained herein shall be interpreted in such a manner as to render it unenforceable under the laws of the state in which the Project resides.

**Collection Costs** In the event that legal action is necessary to enforce the payment provisions of this Agreement if Client fails to make payment within sixty (60) days of the invoice date, Consultant shall be entitled to collect from the Client any judgment or settlement sums due, reasonable attorneys' fees, court costs, and expenses incurred by Consultant in connection therewith and, in addition, the reasonable value of Consultant's time and expenses spent in connection with such collection action, computed at Consultant's prevailing fee schedule and expense policies.

**Equal Employment Opportunity** Consultant will comply with federal regulations pertaining to Equal Employment Opportunity. Consultant is in compliance with applicable local, state, and federal regulations concerning minority hiring. It is Consultant's policy to ensure that applicants and employees are treated equally without regard to race, creed, sex, color, religion, veteran status, ancestry, citizenship status, national origin, marital status, sexual orientation, or disability. Consultant expressly assures all employees, applicants for employment, and the community of its continuous commitment to equal opportunity and fair employment practices.

**Attorney Fees** Should there be any suit or action instituted to enforce any right granted in this contract, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorney fees from the other party. The party that is awarded a net recovery against the other party shall be deemed the substantially prevailing party unless such other party has previously made a bona fide offer of payment in settlement and the amount of recovery is the same or less than the amount offered in settlement. Reasonable attorney fees may be recovered regardless of the forum in which the dispute is heard, including an appeal.

**Third Party Beneficiaries** Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder. The Client agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of this paragraph.

**Lien Rights** Consultant may file a lien against the Client's property in the event that the Client does not make payment within the time prescribed in this Agreement. The Client agrees that services by Consultant are considered property improvements and the Client waives the right to any legal defense to the contrary.

**Captions** The captions herein are for convenience only and are not to be construed as part of this Agreement, nor shall the same be construed as defining or limiting in any way the scope or intent of the provisions hereof.

**Public Works Committee**

**5.**

**Meeting Date:** 02/10/2025

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

**Initiator:** Marsha Wiseman, Public Works Strategic Support Admin

**Department:** Public Works

**Staff Information Source:** Mike Stewart, Director of Public Works; Rick Padgett, Waste Management Public Sector Manager

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**Information**

**AGENDA ITEM TITLE:**

Consider approval of an agreement between the City of Muskogee and Waste Management of Oklahoma for the purpose of solid waste disposal, to be effective March 1, 2025, or take other necessary action. (Mike Stewart)

**BACKGROUND:**

The City of Muskogee has been disposing of the solid waste generated in the City under a Solid Waste Agreement with Waste Management of Oklahoma since Waste Management purchased the landfill from the City in December 1992. The previous agreement expired in December 2022 and we have been on a month-to-month basis since.

The City continues to operate the Sanitation Division of Public Works and desires to continue disposal services at the Muskogee Community Waste Management Landfill under the new Agreement being presented under this item.

Under the agreement, Waste Management continues to provide three (3) free Saturday disposal days and four (4) additional free disposal days for the City's annual Azalea Festival Cleanup, for a total of seven (7) free disposal days.

The City has had a successful working relationship with Waste Management for almost thirty (30) years and all issues that have come up have been resolved quickly and to each party's satisfaction.

**RECOMMENDED ACTION:**

Approve agreement.

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**Fiscal Impact**

**FUNDING SOURCE:**

100-605-0432.30-70

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**Attachments**

WM Agreement

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## **SOLID WASTE DISPOSAL AGREEMENT**

This Solid Waste Disposal Agreement ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Muskogee, Oklahoma ("City") and Waste Management of Oklahoma, Inc., an Oklahoma corporation ("Contractor").

### **W I T N E S S E T H:**

WHEREAS, the City has been disposing of the solid waste generated in the City at the Muskogee Community Landfill under a Solid Waste Agreement with Contractor since Contractor purchased the Landfill from the City;

WHEREAS, Contractor owns and continues to operate its solid waste landfill in Muskogee County, Oklahoma, commonly known as the Muskogee Community Landfill or Muskogee Community Recycling and Disposal Facility and desires to continue to provide City with solid waste disposal services at that landfill; and

WHEREAS, City operates and/or manages a solid waste collection and hauling business and desires to obtain exclusive disposal services at such Disposal Facility;

NOW, THEREFORE, FOR AND IN CONSIDERATION of the respective covenants herein contained, the parties have agreed as follows:

### **ARTICLE 1** **Definitions**

1.1 "Acceptable Waste" under this Agreement means any and all solid waste defined as such under Oklahoma's Solid Waste Management Act, except Unacceptable Waste, but including industrial waste and/or Special Waste pre-approved in writing by Contractor, and which may be received for disposal at the Disposal Facility in compliance with all governmental licenses and permits then in effect.

1.2 "Agreement" means this Solid Waste Disposal Agreement, as it may be amended from time to time.

1.3 "Base Rate" shall have the meaning set forth in Section 5.1.

1.4 "Disposal Facility" means the Muskogee Community Landfill, Muskogee, Oklahoma owned and operated by Contractor.

1.5 "Effective Date" shall have the meaning set forth in Section 2.1

1.6 "Hazardous Waste" means hazardous waste and toxic or radioactive substances, including infectious waste, radioactive, volatile corrosive, flammable, explosive, biomedical, biohazardous material, regulated medical waste (even though they may be part of a delivered load of waste), as such terms are defined by applicable Federal or state laws, rules, or regulations.

1.7 "RCRA" means the Resource Conservation and Recovery Act, 42 U.S.C. 6901, et. seq., as amended.

1.8 "Special Waste" means any waste (even though it may be part of a delivered load of waste), which is:

- (a) containerized waste (e.g., a drum, barrel, portable tank, box, pail, etc.) of a type listed in (c)-(h) of this definition below;
- (b) waste transported in a bulk tanker;
- (c) liquid waste: for purposes of this paragraph, liquid waste means any waste material that is determined to be or contain "free liquid" by the paint filter test (EPA Method 9095). Sewage sludge from a publicly owned treatment works, shall be considered liquid if it contains than 20% solids by weight;
- (d) sludge waste;
- (e) waste from an industrial process;
- (f) waste from a pollution control process;
- (g) residue or debris from the cleanup of a spill or release of chemical substances, commercial products or wastes listed in (a)-(f) or (h) of this definition;
- (h) soil, water, residue, debris or articles which are contaminated from the cleanup of a site or facility formerly used for the generation, storage, treatment, recycling, reclamation, or disposal of wastes listed in (a) – (g) of this definition;
- (i) residential wastes only if a change in law, statute, regulation, rule, code, ordinance, permit, or permit condition occurs after the Effective Date of this Agreement, requires special or additional management that differs from the requirements applicable on the Effective Date of this Agreement; or
- (j) any Miscellaneous Special Waste as defined in Exhibit A.

1.9 "State" means the state of Oklahoma.

1.10 "Suspicious Waste" means waste which Contractor reasonably suspects may be Unacceptable Waste.

1.11 "Taxes" means all real estate taxes and assessments, special or otherwise, levied or assessed upon or with respect to the Disposal Facility, and ad valorem taxes for Contractor personal property located thereon and used in connection therewith. Should the State or any political subdivision thereof, or any other governmental authority having jurisdiction over the Disposal Facility, impose a tax, assessment, charge or fee, or increase to a then existing tax, assessment, charge or fee which Contractor will be required to pay, either by way of substitution for such real estate taxes, or impose an income or franchise tax or a tax on revenues in substitution for, or in addition to, a tax levied against the Disposal Facility or Contractor personal property, such taxes, assessments, fees or charges will constitute "Taxes" hereunder.

1.12 "Unacceptable Waste" means any and all waste that is or contains either:

- (a) waste which is or may be prohibited from disposal at the Disposal Facility by Federal or State law, regulation, rule, code, ordinance, order, permit or permit condition;
- (b) Hazardous Waste;
- (c) Special Waste without an approved special waste agreement as described in Section 4; or
- (d) Special Waste which does not conform to the analysis or characteristics described in a special waste agreement or an approved profile of the waste.

## **ARTICLE 2**

### **Term**

2.1 Effective Date. This Agreement will be effective on the date Muskogee Community Landfill receives from the Oklahoma Department of Environmental Quality (ODEQ) the expansion permit that is currently pending before that agency ("Effective Date").

2.2 Initial Term. The initial term of this Agreement is ten (10) years commencing on the Effective Date, subject to funding for waste and/or sanitation services being included in the budget approved by the City Council of the City of Muskogee each fiscal year beginning July 1 of each year.

2.3 Renewal Term. This Agreement will be automatically renewed for two (2) successive three (3) year terms (the "Renewal Terms"), commencing at the end of the Initial Term or the first Renewal Term, as the case may be, unless either party notifies the other, not less than one hundred twenty (120 ) days before the end of the initial term or Renewal Term as the case may be, of its desire not to renew but to terminate this Agreement at the end of the then-current term. All renewals shall be effective up through June 30<sup>th</sup> of each fiscal year, subject to appropriate funding for waste and/or sanitation services being included in the budget approved by the City Council of the City of Muskogee.

## **ARTICLE 3**

### **Scope of Service**

3.1 Operation and Exclusive Rights. All residential, commercial, and industrial Acceptable Waste generated within the City, but not presorted and reserved for recycling programs, shall be delivered to the Disposal Facility by the City, its agents, representatives, and contractor(s), including all commercial and industrial waste collection companies licensed or authorized by the City to collect such waste within the City limits. The City agrees and warrants that it will not enter into any franchise, license, contract, or other agreement for the disposal of Acceptable Waste with any party unless there is a provision in such franchise, license, contract, or other agreement requiring that all Acceptable Waste thereunder must be delivered to the Disposal Facility. The City agrees that during the term of this Agreement, it will not pass any new ordinance or charter provision, or amend any existing ordinance or charter provision to require or allow disposal at any disposal facility other than the Contractor's Disposal Facility.

The City agrees that it will require by contract, ordinance, or otherwise, all entities or individuals collecting and transporting Acceptable Waste from commercial or industrial businesses located within the City's limits to dispose of such waste at the Contractor's Disposal Facility (hereafter "**Third-Party Haulers**").

3.2 Enforcement. The parties recognize their mutual interest in ensuring all Acceptable Waste generated within the City's corporate limits in accordance with Section 3.1 is delivered to the Disposal Facility. As such, the parties acknowledge the City has an existing Ordinance which protects this interest, and which affords the City certain enforcement mechanisms to ensure compliance. If the City becomes aware of or obtains information that Third-Party Haulers are or may be delivering Acceptable Waste somewhere other than the Disposal Facility, the City shall, in accordance with good faith principles take available action to ensure the Third-Party Haulers' compliance in accordance with the existing ordinance. If Contractor becomes aware of any information which indicates that a Third-Party Hauler is delivering Acceptable Waste somewhere other than the Disposal Facility, Contractor agrees to promptly provide such information to the City to allow the City to take necessary enforcement action.

3.3 Injunctive Relief. The City grants unto Contractor the right to seek an injunction against any third party that is believed to be infringing on Contractor's exclusive right to be the single source of disposal of waste available to the Third-Party Haulers. By granting this right to Contractor, the City in no way reduces its right or obligation to enforce this Agreement or any other City ordinance relating to the collection and disposal of Waste.

3.4 Privatization of Residential Waste. If during the Initial Term or Renewal Term of this Agreement, the City privatizes (i.e., allow contractor(s) to collect rather than the City itself self-hauling) its City-run residential solid waste collection service, the City shall require the contractor(s) to haul the Acceptable Waste to the Disposal Facility for disposal. Contractor agrees to charge the City's contractor(s) to dispose of the City's residential Acceptable Waste 110% percent of the disposal base rate then in effect and being charged by the Contractor to the City. Contractor shall be entitled to increase the contractor(s) disposal Base Rates under the same terms as set forth in this Agreement in Article 5 below.

3.5 Disposal Facility Availability. Contractor has no obligation to provide the City with an alternative disposal site or facility if Contractor decides to cease accepting waste at the Disposal Facility or if the Disposal Facility is nearing or has reached its permitted capacity during the Initial Term or any Renewal Term of this Agreement. Contractor agrees to give the City at least one hundred and twenty (120) days' prior written notice before ceasing the acceptance of waste under this Agreement or before nearing its permitted capacity if such event occurs during the Initial Term or Renewal Term of this Agreement.

3.6 Hours. Contractor will keep the Disposal Facility open to accept Residential Waste for disposal from 8:00 a.m. to 5:00 p.m., Monday through Friday, and 8:00 a.m. to 12:00 p.m. on Saturday of each week, except holidays, as may be agreed by the Parties. Any reduction in the hours of operation will be effective only upon approval by the City and the Contractor. The City and the Contractor will cooperate towards the development of mutually convenient and efficient scheduling.

3.7 Holidays. The Disposal Facility may, in the discretion of Contractor, be closed on the following Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

3.8 Scale. Contractor will install, maintain, and have available at the Disposal Facility a scale or scales to weigh Acceptable Waste that is transported to the Disposal Facility. Contractor will cause normal maintenance and calibration of the scales to be performed in accordance with manufacturers' recommendations. All vehicles containing Acceptable Waste for disposal shall be weighed upon entering and exiting the Disposal Facility to determine the tonnage of Acceptable Waste being delivered to the Disposal Facility. Contractor will assess its charges based on the waste contained in each vehicle on a per ton basis.

3.9 Compliance with Applicable Laws. Contractor will comply with all applicable present and future Federal, State, and local statutes and ordinances regulating the construction and operation of landfills for the disposal of solid waste, and with all other applicable rules, regulations, orders and amendments thereto imposed by all Federal and State regulatory agencies having jurisdiction over the operation of the Disposal Facility.

3.10 Right to Refuse Unacceptable Waste. Contractor shall not be required to accept, and reserves the right to reject or revoke acceptance of any waste brought to the Disposal Facility that Contractor has reason to believe is or contains Unacceptable Waste or Suspicious Waste.

Contractor will require City to remove waste it has delivered, which is subsequently determined or suspected by Contractor to be Unacceptable Waste. If such waste is not removed from Contractor's possession by the City within a reasonable time, not to exceed seven (7) days from the receipt of such waste, or from notice that such waste has been subsequently determined or suspected of being Unacceptable Waste, Contractor will arrange for lawful disposal of such waste. City will indemnify Contractor for any costs or damages resulting from delivery of Unacceptable Waste to the Disposal Facility and will pay Contractor its reasonable expenses and charges for handling, loading, preparing, transporting, storing and caring for any such Unacceptable Waste disposed of by Contractor.

3.11 Revocation of Acceptance. Contractor may revoke its acceptance of any waste discovered to be or contain Unacceptable Waste. Revocation must occur within a reasonable time after Contractor actually discovers, learns, or should have discovered that the waste is or contains Unacceptable Waste. In revoking its acceptance of any waste, Contractor shall notify City of the manner in which the waste is Unacceptable Waste. The City is obligated and agrees to immediately notify Contractor verbally and in writing if the City becomes aware of, learns, is told, or discovers that the waste it delivered to Contractor's Disposal Facility was or contained Unacceptable Waste. The Contractor shall have the right to revoke its acceptance of such waste after being advised by the City of the incident. Title to Unacceptable Waste remains with the generator of the waste and shall not pass to Contractor.

3.12 Title to Waste. Contractor is vested with title to all Acceptable Waste accepted by Contractor at the Disposal Facility. Any revenue or other value received by Contractor as a result of reclamation, recycling, or resource recovery of the Acceptable Waste shall be solely for the account of Contractor.

## **ARTICLE 4**

### **Special Waste Management**

4.1 Requirement for Special Waste Management. The City recognizes that it must manage responsibly any Special Wastes in the solid waste stream. The City recognizes that the proper management of Special Wastes can be most effectively and efficiently achieved only by the accurate characterization and control of any Special Waste by the waste generator. Therefore, City will require all generators of Special Waste collected by the City to participate in and implement a Special Waste program as described in this Agreement. Contractor may also impose volume limitations on Special Waste, reject or deny approval for acceptance of Special Waste that could adversely impact the Disposal Facility, or terminate the applicable Special Waste profile under which Special Waste was previously approved. Contractor will provide at least seven (7) calendar days' notice if it intends to terminate an existing Special Waste profile or agreement.

4.2 Contractor's Obligation Regarding Special Waste. Contractor is not required to accept or manage any Special Waste unless it is specifically identified in a written special waste agreement or approved Special Waste profile completed by the waste generator, which is then signed and authorized in writing by Contractor.

4.3 Duty of City. City will require all waste generators for which it has collection and disposal responsibility to execute a Special Waste agreement, which contains a profile of the Special Waste completed and signed by the waste generator and then signed and approved by Contractor, prior to delivery of any Special Waste to the Disposal Facility. City will not deliver, arrange for the delivery of, or contract for the delivery of any Special Waste to the Disposal Facility without a fully executed Special Waste agreement. To the extent that any Third-Party Hauler is collecting Special Waste generated at a commercial or industrial business within the City, that hauler is required to dispose of such Special Waste at the Disposal Facility and must ensure the waste generator completes and signs a waste profile and obtains Contractor's written approval of such Special Waste prior to attempting to dispose of the Special Waste at the Disposal Site.

4.4 Special Waste Agreement. The specific requirements of the Special Waste agreement shall be as specified from time to time by Contractor and may be altered by Contractor at any time as necessary to ensure the proper management of Special Waste. At a minimum the Special Waste agreement shall include:

- (a) A written representation (e.g., special waste profile) of the character and regulatory status of the waste, which must be signed by the waste generator;
- (b) A decision document to be executed by Contractor. A decision document shall at a minimum include the identification of the generator and the source and characterization of the waste;
- (c) A proposed management plan for the waste, including any special handling requirements;



(d) The approval of Contractor indicating acceptance for handling of the waste; and

(e) The unit price associated with the management of the Special Waste.

4.5 Representative Sample of Special Waste. Contractor may in the sole discretion of the landfill manager or other authorized employee or representative of Contractor demand that a representative sample of any Special Waste proposed for delivery to the Disposal Facility be provided by the generator to Contractor prior to the approval of a Special Waste agreement. Unless otherwise agreed by Contractor, the cost for acquisition, delivery and analysis of a representative sample shall be borne by the generator. If the generator refuses to provide a representative sample, Contractor shall have no obligation to accept the Special Waste or to execute a Special Waste agreement.

## **ARTICLE 5**

### **Compensation to Contractor**

5.1 Base Rate. The per ton rate that Contractor agrees to charge the City for receiving and disposing of residential Acceptable Waste delivered to the Disposal Facility (the "Base Rate") by the City's vehicles for the first year of operations commencing on the Effective Date shall be set forth below:

Residential Acceptable Waste \$31.77 per ton

The Oklahoma Department of Environmental Quality disposal fee of \$1.25 per ton and will be added to the per ton Base Rate.

5.2 Base Rate Escalation. Commencing on July 1, 2026 and on the same date annually thereafter (the "Adjustment Date"), the then-current Base Rate, as adjusted hereunder, shall be automatically increased by the same percentage increase of the Consumer Price Index, series CUSR0000SEHG02 CPI-U Garbage & Trash Collection Services, US City Average, not seasonally adjusted, as published by the United States Department of Labor, Bureau of Labor Statistics ("CPI-U"). The CPI-U adjustment will be calculated using the change in the 12-month annual average of monthly CPI-U index values between the January to December period of the year immediately prior to the adjustment date, and the January to December period of the year before. Adjustments to the Contractor's service rates shall be made in units of one cent (\$0.01). Fractions less than one cent (\$0.01) shall not be considered when making adjustments.

In the event the U.S. Department of Labor, Bureau of Labor Statistics ceases to publish this CPI, the parties hereto agree to substitute another equally authoritative measure of change in the purchasing power of the U.S. dollar as may be then available so as to carry out the intent of this provision. Contractor shall notify City of any CPI based adjustment to the Base Rate no later than March 31st of any year, and upon request, will provide the supporting data that is the basis for such adjustment.

5.3 Additional Compensation. In addition to the adjustments in the Base Rate specified in Paragraph 5.2, Contractor will be entitled to additional compensation based upon the following events:

(a) Changes in Government Regulations Requiring Expenditures. The parties acknowledge that changes in Federal, State or Local law, regulation, rule, ordinance, order, permit or permit condition could occur which would increase the landfill costs or expenses incurred by the Contractor. Upon notice of such a necessary increase, the Contractor shall give reasonable notice of the same to the City. The City shall consider, and not unreasonably deny, a reimbursement claim to the Contractor for such unforeseeable increases if the imposition of the same is due to no fault of the Contractor.

(b) Fees, Assessments, Etc. City will also reimburse, or pay, as the case may be, any additional fees, charges, assessments (other than for taxes which are subject to Section 5.3 (b)), imposed by Federal, State, or local law, regulation, rule, ordinance or order, permit or permit conditions that become effective after the Effective Date.

(c) Cumulative Compensation. Every adjustment to Contractor compensation conferred herein will be cumulative and in addition to every other adjustment conferred herein.

5.4 Payment for Special Waste. City shall pay Contractor for disposal of Special Waste the unit price established by Contractor. Unit prices will vary depending on quantity and character of the Special Waste and will be established by Contractor on a case-by-case basis.

5.5 Payment for Acceptable Waste Delivered by Third-Party Haulers. The Contractor shall determine the disposal rates and fees that it will charge to Third-Party Haulers for the commercial or industrial customer generated Acceptable Waste that the Third-Party Haulers deliver for disposal to the Disposal Facility as required pursuant to this Agreement. Contractor shall bill each Third-Party Hauler at least monthly.

5.5 Billings. At the beginning of each calendar month, Contractor will bill the City for all Acceptable Waste delivered in the preceding calendar month to the Disposal Facility by the City, pursuant to this Agreement. Contractor will supply the City each month with an invoice detailing the number of tons delivered for the preceding calendar month. The City will pay such invoice within twenty (20) days of the invoice without further notice by Contractor. A late charge of 1.5% per month will be imposed if the payment from the City is past due fifteen (15) days or more.

5.6 Books and Records. Contractor will keep daily records of the weight or volume of waste received and charges therefore, and City has the right to inspect the same insofar as they pertain to the weight or volume of waste received at the Disposal Facility.

5.7 Royalty. The Contractor shall pay the City a royalty each month \$1.81 per ton for all Acceptable Waste received and accepted for landfill disposal at the Disposal Facility. This rate shall escalate in the same manner as provided for the CPI under section 5.2, Base Rate Escalation. Contractor shall not be required to pay the City a royalty on any waste that Contractor accepts for free pursuant to the language in section 5.8 below.

5.8 Free Waste Disposal Program and Azalea Festival Sponsorship. The Contractor shall

provide free disposal to City residents for household refuse three times per year on dates occurring on Saturdays, and which are selected by the City upon sixty (60) days notice to the Contractor. One of the annual Free Waste dates will be managed at a city owned location and not at the Muskogee Community Landfill. Further, recognizing that Contractor is a fine corporate citizen, Contractor agrees to sponsor four (4) additional free disposal days to City residents for household refuse each year on dates selected by the City for the Azalea Festival Cleanup week, which occurs prior to the nationally known "Azalea Festival." These additional dates shall occur on the Wednesday, Thursday, Friday, and Saturday of the Azalea Festival Cleanup Week. Commercial waste, industrial waste, Special Waste, and construction and demolition materials are excluded from each of the free disposal days. On these free residential disposal dates, the City will provide a person(s) at their cost to check residents in when they enter the Contractor's disposal facility. Each resident will be allowed to dispose of one load during each event. Residents must present documentation demonstrating that they are a resident of the City of Muskogee prior to being admitted (i.e. City Water Bill, Driver's License with local Muskogee address, etc.) to the disposal facility.

## **ARTICLE 6**

### **Indemnity**

6.1 Contractor agrees to indemnify, save harmless, and defend the City from and against any and all liabilities, claims, penalties, forfeitures, suits, and the costs and expenses incident thereto (including costs of defense, settlement, and reasonable attorneys' fees), which the City may hereafter incur, become responsible for, or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violation of governmental laws, regulations, or orders to the extent caused by the negligent or willful acts or omissions of Contractor, its employees, or its subcontractors in the performance of the Agreement.

The City, on behalf of itself, and its employees, agents, legal representatives, and subcontractors, hereby acknowledges and confirms that there are inherent road conditions at the Disposal Facility property that may potentially cause minor damage to vehicles owned and operated by the City, such as flat tires and minor undercarriage damage. The City, on behalf of itself, and its employees, agents, legal representatives, and subcontractors, hereby releases Contractor, and agrees to hold harmless Contractor and not to pursue damages from Contractor, arising from or related to any claims relating to such damage to vehicles resulting from inherent road hazards at the Disposal Facility.

The Contractor will purchase and keep in force at all times during the term of this Agreement insurance of the following types and amounts of coverage:

<b><u>Type Coverage</u></b>	<b><u>Per Occurrence</u></b>	<b><u>Aggregate Minimum</u></b>
General Liability	\$1,000,000	\$2,000,000
Workers Compensation	Statutorily Required Limits	
Employer's Liability	\$1,000,000	\$1,000,000
Commercial General Liability	\$1,000,000	\$1,000,000
Property Damage	\$1,000,000	\$1,000,000
Commercial Auto Liability/Bodily Injury	\$1,000,000	\$1,000,000

Excess Liability	\$1,000,000	\$5,000,000
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Contractor agrees to list the City as an additional insured under its general liability, auto liability, and excess liability policies.

**ARTICLE 7**  
**Default**

Except as otherwise provided herein, if either party breaches this Agreement or defaults in the performance of any of the covenants or conditions contained herein for thirty (30) days (or, in the case of a payment default, for ten (10) days) after the other party has given the party breaching or defaulting written notice of such breach or default, unless a longer period of time is required to cure such breach or default and the party breaching or defaulting has given notice of its intent to cure or shall have commenced to cure such breach or default within said period and pursues diligently to the completion thereof, the other party may: (i) terminate this Agreement as of any date which the said other party may elect provided said date is at least thirty (30) days after the elapse of the thirty (30) days in which to cure or commence curing (or, in the case of a payment default, on any date after the elapse of the ten (10) days in which to cure or commence curing); and (ii) have recourse to any other right or remedy to which it may be entitled by law, including, but not limited to, the right of all damage or loss suffered as a result of such breach or default. In the event either party waives default by the other party, such waiver shall not be construed or determined to be a continuing waiver of the same or any subsequent breach or default.

**ARTICLE 8**  
**Miscellaneous**

8.1 Cooperation and Access. If the Contractor decides to pursue an expansion of the Disposal Facility or to develop a new landfill within Muskogee County, the City agrees to support such actions and not assist or aid any person, group, or entity in opposing Contractor's expansion or development of a new landfill. This provision shall continue only for the duration of this contract and any renewal terms. Should this contract fail to be renewed by either party this provision shall terminate commensurate with the entirety of this agreement.

8.2 Disposal Facility Leachate. The City agrees to accept for treatment, at the municipal wastewater treatment plant or any other facility owned or operated by the City, the leachate produced by the Disposal Facility, provided such leachate meets the discharge requirements for the wastewater treatment plant or other facility.

8.3 Force Majeure. The performance of this Agreement by Contractor may be suspended and the obligations hereunder excused or extended in the event, and during the period, that such performance is prevented, hindered, or delayed by a cause or causes beyond the reasonable control of Contractor include, without limitation, default of another party; labor disputes, strike or lockout; acts of God; war; fire; explosion; national defense requirements; accidents; riot; flood; sabotage; epidemic or pandemic; national, state, or local governmental orders, declarations, or proclamations; lack of adequate fuel, power, materials, labor, or transportation facilities; power failures; breakage or failure of machinery or apparatus; damage or destruction of Disposal Facility and its facilities; injunctions or restraining orders; and judicial

or governmental laws, regulations, requirements, orders, actions, or inaction, including the revocation or suspension of or failure to obtain, for reasons beyond Contractor reasonable control, any licenses or permits required for operation of the Disposal Facility. In the event of disruption of services under any such circumstances, Contractor will make every reasonable effort to reopen the Disposal Facility to accept waste as soon as practicable after the cessation of the cause of suspension of services, and it will take all reasonable steps to overcome the cause of cessation of service.

8.4 Enforcement. In the event that there is a dispute between the parties, and either party brings an action to interpret this Agreement, or to enforce any right which such party may have hereunder, or in the event an appeal is taken from any judgment or decree of a trial court, the party ultimately prevailing in such action will be entitled to receive from the other party its costs and reasonable attorneys' fees to be determined by the court in which such action is brought. Any and all actions disputing, or interpreting, this contract shall be brought, maintained, and not removed from the District Court of Muskogee County.

8.5 Right to Require Performance. The failure of either party at any time to require performance by the other party of any provisions of this Agreement will in no way affect the right of that party thereafter to enforce the same. No waiver by either party of any breach of any of the provisions hereof will be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any other provision.

8.6 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Oklahoma.

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

8.8 Headings. The headings used herein are for convenience only and are not to be construed as part of this Agreement.

8.9 Assignment. No assignment of this Agreement or any right accruing under this Agreement will be made by either party hereunder without the written consent of the other party; provided, however, that Contractor may assign this Agreement to an affiliate. For purposes of this section, affiliate means any entity that, directly or indirectly, controls, is controlled by, or is under common control with Contractor.

8.10 Successors and Assigns. Subject to the restrictions on transfer and assignment contained in Section 8.7, this Agreement will inure to the benefit of and will be binding on the parties hereto and their respective successors and assigns.

8.11 Specific Services. This is an Agreement for the performance of specific services described herein. Under no circumstances or conditions shall the operation of the Disposal Facility by Contractor in accordance with this Agreement be deemed a public function, nor has City acquired an interest, ownership or otherwise in the real or personal property or improvements or fixtures at the Disposal Facility by virtue of this Agreement.

8.2 Notices. All Notices or other communications to be given to a party hereunder shall be in writing and shall be deemed given upon the earlier to occur of (a) actual receipt by such party or (b) three (3) business days after being deposited in the United States mail, certified or registered mail, return receipt requested, postage prepaid, addressed to such party as follows:

To City:

Director of Public Works  
301 S. Cherokee  
Muskogee, Oklahoma 74401

with a copy to:

City Attorney  
229 W. Okmulgee  
Muskogee, Oklahoma 74401

To Contractor:

Waste Management  
520 E. Corporate Drive  
Suite 100  
Lewisville, Texas 75067

with a copy to:

TexOma Sr. Legal Counsel  
Waste Management of Oklahoma, Inc.  
800 Capitol, Suite 3000  
Houston, TX 77002

Any changes of address by either party shall be by notice given to the other in the same manner as specified above.

8.3 Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties hereto, and it will not be considered modified, altered, changed, or amended in any respect unless in writing and signed by the parties hereto.

8.14 Limited License to Enter. During the term of this Agreement, the City and the Third-Party Haulers shall have a license to enter the Disposal Facility for the limited purpose of, and only to the extent necessary for, offloading the waste at the designated location. Except in an emergency, or the express direction of the Contractor, the customers, employees, agents and subcontractors of the City shall (i) not leave the immediate vicinity of their vehicles, and (ii) comply with all Disposal Facility rules and engage in safe driving and unloading practices. Contractor reserves the right to deny entry to any City or hauler personnel who engage in unsafe practices or violate the Disposal Facility rules. After offloading the Waste, such personnel shall promptly leave the Disposal Facility. Under no circumstances shall the City, or anyone under their direction engage in any scavenging of waste at the Disposal Facility.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the date set forth in the first paragraph of this Agreement.

**CITY OF MUSKOGEE, OKLAHOMA**

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

ATTEST:

\_\_\_\_\_  
Tammy L. Tracy, CITY CLERK

(Seal)

Approved as to form and legality on behalf of the City of Muskogee on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

**And**

**WASTE MANAGEMENT OF OKLAHOMA, INC.**

\_\_\_\_\_  
Signature

Title: \_\_\_\_\_

Printed Name: \_\_\_\_\_

## **EXHIBIT A**

### **Special Waste**

**Type A Special Waste** - Any discarded material from a non-residential source meeting any of the following descriptions: (Type A special wastes typically require analytical results or equivalent waste composition information to determine proper management).

- a. Waste from an industrial process (including process sludges).
- b. Waste from a pollution control process (e.g., baghouse dust, treatment plant sludge, filter cake, sedimentation pond cleanout, etc.).
- c. Waste containing free liquids (free liquid wastes are those wastes which fail the paint filter test prescribed by the United States Environmental Protection Agency method 9095).
- d. Residue and debris from the cleanup of a spill of a chemical substance or commercial product or a waste listed in (a) through (c), or (e) through (g). This definition applies to spills of any size.
- e. Contaminated residuals from the cleanup of a facility generating, storing, treating, recycling, or disposing chemical substances, commercial products, or waste listed in (a) through (d), (f), or (g).
- f. Any waste which is non-hazardous as a result of treatment pursuant to RCRA Subtitle C.
- g. Chemical-containing equipment removed from service, in which the chemical composition and concentration are unknown.
- h. Small animal Carcasses originating from the City of Muskogee Animal Shelter.

**Type B Special Waste** - Any discarded material from a non-residential source meeting any of the following descriptions: (Type B special wastes are not customarily subject to laboratory testing).

- a. Friable asbestos from building demolition or cleaning; wall board, wall or ceiling spray coverings, pipe insulation, etc. Non-friable asbestos (e.g. asbestos containing floor tiles, brake pads, roofing products, etc.) is not a special unless it has been processed, handled, or used in such a way that when dry, it becomes crumbled, pulverized, or reduced to powder. Asbestos bearing industrial process waste is a Type A special waste.



- b. Commercial products or chemicals which are off-specification, outdated, unused, or banned. This category includes containers which once held commercial products or chemicals unless the container is ("empty" as defined in this section. Outdated or off-specification uncontaminated food or beverage products in original consumer containers are not special waste unless management of such products is restricted by applicable regulations.
- c. Untreated medical waste - Any waste capable of inducing infection due to contamination with infectious agents from a bio-medical source including but not limited to a hospital, medical clinic, nursing home, medical practitioner, mortuary, taxidermist, veterinarian, veterinary hospital, animal testing laboratory or medical testing laboratory. Any sharps from these sources must be rendered harmless or placed in needle puncture proof containers.
- d. Treated medical waste - Any waste from a bio-medial source including but not limited to a hospital, medical clinic, nursing home, medical practitioner, mortuary, taxidermist, veterinarian, veterinary hospital, animal testing laboratory, or medical testing laboratory which has been autoclaved or otherwise heat treated or sterilized so that it is no longer capable of inducing infection. Any sharps from these sources must be rendered harmless or placed in needle puncture-proof containers. Residue resulting from the incineration of medical waste is a Type A special waste.
- e. Residue/sludges from septic tanks, food service grease traps, or washwaters and wastewaters from commercial laundries, laundromats, and car washes. If these wastes are managed at a public or commercial wastewater treatment works, they are not a special waste.
- f. Chemical containing equipment removed from service, in which the chemical composition and concentration are known, (e.g. oil filters, cathode ray tubes, lab equipment, acetylene tanks, fluorescent light tubes, etc.).
- g. Waste produced from the demolition or dismantling of industrial process equipment or facilities contaminated with chemicals from the industrial process. Chemicals or waste removed or drained from such equipment for facilities are Type A special wastes.
- h. Incinerator ash generated at a Resource Recovery Facility that burned only non-hazardous household, commercial, or industrial waste and qualifies for the hazardous waste exclusion in 40 CFR 261.4(b). If the regulatory authority does not recognize the household hazardous waste exclusion, then the ash is a Type A special waste.

**Public Works Committee**

**6.**

**Meeting Date:** 02/10/2025

**Submitted For:** Tammy Tracy, City Clerk

**Initiator:** Tammy Tracy, City Clerk

**Department:** City Clerk

**Staff Information Source:** Mayor W. Patrick Cale

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**Information**

**AGENDA ITEM TITLE:**

Consider approval of the appointment of Wren Stratton to the War Memorial Trust Authority, filling the unexpired term of David Weston, commencing upon appointment, and ending August 31, 2026, or take other necessary action. (Mayor W. Patrick Cale)

**BACKGROUND:**

This appointment will fill the unexpired term of Trustee David Weston.

She is eligible for reappointment.

**RECOMMENDED ACTION:**

Approve the appointment.

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**Fiscal Impact**

**Attachments**

Wren Stratton

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APPLICATION FOR APPOINTMENT TO A BOARD OR COMMISSION



**CITY OF MUSKOGEE  
CITY COUNCIL**

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

**Application Instructions:**

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

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

Roxie Theater Community Trust

Your Full Legal Name: Susan Wren Stratton Your Preferred Name: Wren  
Business Name: Indian Capital Technology Center Home Address: 324 No Camd n Pl  
Job Title/Employment Date: RN - Instructor/Fall 2008 City/Zip: 74434  
Business Address: 2403 No 41st St E Muskogee OK 74403 Ward: 2 3 1 4  
Home Phone: \_\_\_\_\_  
Business Phone: 918-367902 Cell Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_ Home Email: animal.stratton@gmail.com  
Business Email: \_\_\_\_\_

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

**Personal Information:**

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

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

May 1972 Muskogee High School

May 1979 University of Tx Health Science Center at San Antonio - Bachelor's of Science in Nursing

2008-2010 Oklahoma State University - Career Technology Certification

2010 Biology Certification

2018- current Pursuing a MS in Nursing Education at NSU

APPLICATION FOR APPOINTMENT TO A BOARD OR COMMISSION

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

Indian Capital Technology Center Fall 2008-present

Edna McMillan - Principal

**Previous employment or experience:**

1988-1993 Children's Hospital of Oklahoma

1982-1988 Bacone College School of Nursing

1981-1982 Muskogee Regional Medical Center

1979-1981 St. John's Hospital, Tulsa, OK

**Professional Licenses Held (if applicable):**

Registered Nurse State of Oklahoma

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

Carol Williams, RN MSN Indian Capital Technology Center 918-577-0509

Edna McMillan, Principal Indian Capital Technology Center 918-348-7900

Coni Wetz, Exe Dir MLT 918-816-0688

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

Quality of Life Committee City of Muskogee Foundation

VP Chapter EA PEO

Political Action Representative for Oklahoma Health Care Career Technology Assoc

VP Women Who Care

Chair Depot District Committee

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

none

**Have you ever been elected or appointed to any public office, board or commission in the City of Muskogee?**

No Yes (If yes, please list with dates served)

City Council 2002-2006

Mayor 2008-2008

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

No

**Do you have any financial or other interests that might present a conflict of interest, or the appearance of such a conflict, if you were to be appointed to the position for which you have applied?**

No Yes (If yes, please explain)

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

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

Downtown Revitalization

**RELEASE OF INFORMATION**

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

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

Wren Shattler  
Signature of Nominee

4-11-18  
Date

Submitted by the Mayor for approval by the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Signature of Sponsor