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
APRIL 14, 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 March 10, 2025, or take other necessary action.

2. Hold a public hearing and consider a recommendation to the City Council on the approval of Ordinance No. 4253-A, a rezone request for the property located at 1507 E Okmulgee, rezoning the property from C-1, Local Commercial, to R-1, Single Family, and if approved, authorizing Staff to update the Official Zoning Map of the City. (Sarah Winkle)

3. Hold a public hearing and consider a recommendation to the City Council on the approval of Ordinance No. 4254-A, a rezone request for the property located at 3720 South Cherokee Drive, rezoning the property from R-1, Single Family, to R-A, Residential Agricultural, and if approved, authorizing Staff to update the Official Zoning Map of the City. (Sarah Winkle)

4. Consider approval of Resolution No. 3025 authorizing certain modifications to the medical plan benefits under the City of Muskogee Employee Benefit Plan, providing and directing said modifications to be incorporated into the Plan Documents, Summary Plan Descriptions, and Benefit Summary Sheets, as well as approving and authorizing execution of the Blue Cross Blue Shield Benefit Program Application and required addendums, BCS Stop Loss Coverage Policy, Prime Therapeutics Required Documents, The Standard, and all other required documents, all to become effective on May 1, 2025, and authorizing the City Manager to execute all necessary documents for renewal and implementation purposes, or take other necessary action. (Maggie Eaton)

5. Discuss and consider the approval of a Professional Services Agreement with Holloway, Updike and Bellen, Inc. (HUB), in the amount of $59,000.00, for stormwater improvement plans in the Urban Renewal Area, and authorize the City Manager to negotiate and execute the agreement, or take other necessary action. (Tera Shows)

6. Consider approval of an honorary street name for Clyde Brown Jr., designating the location on Miller Street between Chicago and Pickens Streets, as "Clyde Brown Jr. Ave.," or take other necessary action. (Mike Stewart)

7. Consider approval of an honorary street name for Lieutenant Commander William Edward Hall, designating Honor Heights Drive as "LCDR Wm E Hall Dr." between Okmulgee Avenue and Buffalo Drive, or take other necessary action. (Mike Stewart)

8. Consider approval of the reappointment of Perry Hewitt to the Parks and Recreation Board, to serve a full term, beginning May 1, 2025, and ending April 30, 2029, or take other necessary action. (Councilor Tom Martindale)

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: 04/14/2025
Initiator: Jennifer Sharp, Admin II
Department: City Clerk
Staff Information Source:

Information

AGENDA ITEM TITLE:

Consider approval of Public Works Committee minutes of March 10, 2025, or take other necessary action.

BACKGROUND:

RECOMMENDED ACTION:

Fiscal Impact

Attachments

03102025 pwmin

MINUTES

OF THE PUBLIC WORKS COMMITTEE
OF THE CITY OF MUSKOGEE, OKLAHOMA
MET IN REGULAR SESSION
IN COUNCIL CHAMBERS OF CITY HALL
MARCH 10, 2025

The Public Works Committee of the City of Muskogee, Oklahoma, met in Regular Sessions at 5:30 p.m., March 10, 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; Committee Member Tom Martindale

Staff Present: Roger Kolman, Interim City Manager; Katrina Bodenhamer, City Attorney; Tammy L. Tracy, City Clerk; Kenna Terrell, Deputy City Clerk; Mike Stewart, Public Works Director; Maggie Eaton, Human Resources Director; Brooke Hall, Asst. Director of Parks & Recreation; Seth Campbell, Assistant City Attorney; Avery Rigney, Assistant Public Works Director; Reggie Cotton, Deputy Police Chief

1. Consider approval of Public Works Committee minutes of February 10, 2025, or take other necessary action.

Motion was made by Committee Member Dan Hall, seconded by Committee Member C.B. Abel to approve Public Works Committee minutes of February 10, 2025.

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

Carried - Unanimously

2. Consider approval of medical, dental, vision, and life insurance renewals with BCBS of Oklahoma, Delta Dental PPO of Oklahoma, VSP, and The Standard, respectively, as recommended by the City of Muskogee Healthcare Committee, and presented by Insurica, for the 2025 plan year. (Maggie Eaton)

Human Resources Director Maggie Eaton stated the Health Committee met with Insurica who presented renewal options for the 2025 Plan Year. She explained there is a typographical error in the background information. The City cost annually should be $500,000.00 instead of $42,000.00 annually. Ms. Eaton stated the renewals were unanimously approved by the Health Committee.

Motion was made by Committee Member Dan Hall, seconded by Committee Member Shirley Hilton-Flanary to approve as presented the medical, dental, vision, and life insurance renewals with BCBS of Oklahoma, Delta Dental PPO of Oklahoma, VSP, and The Standard, respectively, as recommended by the City of Muskogee Healthcare Committee, and presented by Insurica, for the 2025 plan year.

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

Carried - Unanimously

RECOGNIZE CITIZENS WISHING TO SPEAK TO CHAIRMAN AND COMMITTEE MEMBERS.

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

There being no further business, the meeting was adjourned.

CHAIR TRACY HOOS
PUBLIC WORKS COMMITTEE

pwmin
TT

Public Works Committee **2.**

Meeting Date: 04/14/2025

Initiator: Corinne Storey, Admin I

Information

AGENDA ITEM TITLE:

Hold a public hearing and consider a recommendation to the City Council on the approval of Ordinance No. 4253-A, a rezone request for the property located at 1507 E Okmulgee, rezoning the property from C-1, Local Commercial, to R-1, Single Family, and if approved, authorizing Staff to update the Official Zoning Map of the City. (Sarah Winkle)

LEGAL DESCRIPTION:

The East half of Lot 5 in Block M in McKellops Amended Addition to the City of Muskogee, according to the official plat thereof, Muskogee County, State of Oklahoma.

BACKGROUND:

The applicant has requested a rezone of the property located at 1507 E Okmulgee, from C-1 Local Commercial to R-1 Single Family. The proposed use of the property will be for a single-family residence. This property currently has a single-family home already located on it.

The request conforms to the 2013 Muskogee Comprehensive Plan and Future Land use Plan.

Planning Department Analysis

- Current Zoning & Use
  - C-1 Local Commercial.
  - General Commercial
- Proposed Zoning & Use
  - R-1. Single Family
  - Single Family Dwelling
- Street Address: 1507 E Okmulgee

RECOMMENDED STAFF ACTION:

Recommend approval to City Council of the Rezone Request.

Fiscal Impact

Attachments

Staff Report

Ordinance

MUSKOGEE
Planning Department

229 W. Okmulgee
Muskogee, OK 74401
(918) 684-6232

Planning & Community Development Staff Report

Agenda Item Title:
Hold a public hearing and consider a recommendation to the City Council of the City of Muskogee to approve a rezone request for the property located at 1507 East Okmulgee Street rezoning the property from C-1 Local Commercial to R-1 Single Family, and if approved, authorize staff to update the official city map.

Meeting Information:

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

1. City of Muskogee Planning & Zoning Commission on April 8, 2025 at 9:00 A.M.
2. City of Muskogee Public Works Meeting on April 14, 2025 at 5:30 P.M.
3. City of Muskogee City Council on April 28, 2025 at 5:30 P.M.

This notice was published in the Muskogee Phoenix for circulation no later than March 11, 2025 and all property owners within a 300 foot radius of the property were noticed.

Legal Description:
The East half of Lot 5 in Block M in McKellops Amended Addition to the City of Muskogee, according to the official plat thereof, Muskogee County, State of Oklahoma.

Background:

Planning Department Analysis

- Current Zoning & Use
  - C-1 Local Commercial.
  - General Commercial
- Proposed Zoning & Use

229 W. Okmulgee
Muskogee, OK 74401
(918) 684-6232

- R-1. Single Family
- Single Family Dwelling

➢ Street Address: 1507 E Okmulgee Street

Discussion

The applicant has requested a rezone of the property located at 1507 E Okmulgee from C-1 Local Commercial to R-1 Single Family. The proposed use of the property will be for a single family residence. The request conforms to the 2013 Muskogee Comprehensive Plan and Future Land use Plan.

RECOMMENDATION: Approve the Rezone Request.

City of Muskogee Zoning Map



2/13/2025

Zoning Districts
R-1
C-1

World Imagery
Low Resolution 15m Imagery
High Resolution 60cm Imagery

High Resolution 30cm Imagery
Citations
30cm Resolution Metadata

1:1,128
0 0.01 0.01 0.03 mi
0 0.01 0.03 0.05 km

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

ORDINANCE NO. 4253-A

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF MUSKOGEE AS PROVIDED BY CHAPTER 90, SECTION 01-03, OF THE MUSKOGEE CITY CODE, SEPTEMBER 2014, BY RE-ZONING PROPERTY LOCATED AT 1507 E OKMULGEE STREET. THE TRACT OF LAND IS IN THE SOUTHEAST QUARTER OF SOUTHWEST SECTION 25, TOWNSHIP 15 NORTH, RANGE 18 EAST OF THE INDIAN BASE AND MERIDIAN, MUSKOGEE COUNTY, STATE OF OKLAHOMA. CONTAINING 0.16 ACRES MORE OR LESS, AND PROVIDING FOR SEVERABILITY. THE PROPERTY IS MORE PARTICULARLY DESCRIBED AS:

The East half of Lot 5 in Block M in McKellops Amended Addition to the City of Muskogee, according to the official plat thereof, Muskogee County, State of Oklahoma.

(**Tony Xiong, Applicant**)

FROM C-1 LOCAL COMMERCIAL

TO

FROM R-1 SINGLE FAMILY

WHEREAS, the City of Muskogee Planning and Zoning Commission, in a meeting held March 11, 2025, did recommend the approval of the rezoning of the property set out above in the title of the Ordinance, and did authorize the director of the Commission to advise the Council of the City of Muskogee of this recommendation, NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MUSKOGEE, OKLAHOMA,

Section 1. THAT, the official zoning map of the City of Muskogee as provided by Chapter 90, Section 01-03, of the Muskogee City Code, September 2014, is hereby amended by changing the District Classification by rezoning;

The East half of Lot 5 in Block M in McKellops Amended Addition to the City of Muskogee, according to the official plat thereof, Muskogee County, State of Oklahoma.

FROM C-1 LOCAL COMMERCIAL

TO

FROM R-1 SINGLE FAMILY

AND that this change be so ordered and declared by the City Council.

Section 2. THAT, the City Clerk is authorized and directed to show such change on the zoning map record.

Section 3. REPEALER. All other ordinances or parts of ordinances in direct conflict herewith are repealed to the extent of the conflict only.

Section 4. SEVERABILITY. Should any part, section, subsection, sentence, provision, clause, or phrase hereof be held invalid, void, or unconstitutional for any reason, such holding shall not render invalid, void, or unconstitutional any other section, subsection, sentence, provision, clause, or phrase of this Ordinance, and the same are deemed severable for this purpose.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MUSKOGEE, OKLAHOMA, THIS _____ **DAY OF MARCH 2025.**

_____

W. PATRICK CALE, MAYOR

ATTEST:

_____

TAMMY L. TRACY, CITY CLERK

(SEAL)

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

_____

KATRINA BODENHAMER, CITY ATTORNEY

Public Works Committee **3.**

Meeting Date: 04/14/2025

Initiator: Corinne Storey, Admin I

Information

AGENDA ITEM TITLE:

Hold a public hearing and consider a recommendation to the City Council on the approval of Ordinance No. 4254-A, a rezone request for the property located at 3720 South Cherokee Drive, rezoning the property from R-1, Single Family, to R-A, Residential Agricultural, and if approved, authorizing Staff to update the Official Zoning Map of the City. (Sarah Winkle)

LEGAL DESCRIPTION:

The North half of the NW¼ of the SW¼ Less the South 125 feet of the West 697 feet and Less the North half of the North half of the NW¼ of the SW¼ in Section 11, Township 14 North, Range 18 East of the Indian Base and Meridian, Muskogee County, State of Oklahoma.

BACKGROUND:

The applicant has requested a rezone of the property located at 3720 South Cherokee Drive from R-1 Single Family to R-A Residential Agricultural. The proposed use of the property will be for a single-family residence and small-scale livestock. The request conforms to the 2013 Muskogee Comprehensive Plan and Future Land use Plan.

Planning Department Analysis

- Current Zoning & Use
  - R-1. Single Family
  - Single Family Dwelling
- Proposed Zoning & Use
  - R-A. A Residential Agricultural
  - Single Family Dwelling
- Street Address: 3720 South Cherokee Drive

RECOMMENDED STAFF ACTION:

Recommend City Council approval of the Rezone Request.

Fiscal Impact

Attachments

Staff Report

Ordinance

MUSKOGEE
Planning Department

229 W. Okmulgee
Muskogee, OK 74401
(918) 684-6232

Planning & Community Development Staff Report

Agenda Item Title:
Hold a public hearing and consider a recommendation to the City Council of the City of Muskogee to approve ordinance 4254-A, a rezone request for the property located at 3720 South Cherokee Drive rezoning the property from R-1 Single Family to R-A Residential Agricultural, and if approved, authorize staff to update the official city map.

Meeting Information:

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

1. City of Muskogee Planning & Zoning Commission on April 8, 2025 at 9:00 A.M.
2. City of Muskogee Public Works Meeting on April 14, 2025 at 5:30 P.M.
3. City of Muskogee City Council on April 28, 2025 at 5:30 P.M.

This notice was published in the Muskogee Phoenix for circulation no later than March 11, 2025 and all property owners within a 300 foot radius of the property were noticed.

Legal Description:
The North half of the NW¼ of the SW¼ Less the South 125 feet of the West 697 feet and Less the North half of the North half of the NW¼ of the SW¼ in Section 11, Township 14 North, Range 18 East of the Indian Base and Meridian, Muskogee County, State of Oklahoma

Background:
The applicant has requested a rezone of the property located at 3720 South Cherokee Drive from R-1 Single Family to R-A Residential Agricultural. The proposed use of the property will be for a single family residence and small scale livestock. The request conforms to the 2013 Muskogee Comprehensive Plan and Future Land use Plan.

MUSKOGEE
Planning Department

229 W. Okmulgee
Muskogee, OK 74401
(918) 684-6232

Planning Department Analysis

- Current Zoning & Use
  - R-1. Single Family
  - Single Family Dwelling
- Proposed Zoning & Use
  - R-A. A Residential Agricultural
  - Single Family Dwelling
- Street Address: 3720 South Cherokee Drive

RECOMMENDATION: **Approve the Rezone Request**



MUSKOGEE
Planning Department

229 W. Okmulgee
Muskogee, OK 74401
(918) 684-6232

City of Muskogee Zoning Map



2/12/2025

Zoning Districts
R-1
R-2
Muskogee City Limits

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

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

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

ORDINANCE NO. 4254-A

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF MUSKOGEE AS PROVIDED BY CHAPTER 90, SECTION 01-03, OF THE MUSKOGEE CITY CODE, SEPTEMBER 2014, BY RE-ZONING PROPERTY LOCATED AT 3720 SOUTH CHEROKEE DRIVE. THE TRACT OF LAND IS IN THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 14 NORTH, RANGE 18 EAST OF THE INDIAN BASE AND MERIDIAN, MUSKOGEE COUNTY, STATE OF OKLAHOMA. CONTAINING 339,275 SQUARE FEET MORE OR LESS, AND PROVIDING FOR SEVERABILITY. THE PROPERTY IS MORE PARTICULARLY DESCRIBED AS:

THE NORTH HALF OF THE NW¼ OF THE SW¼ LESS THE SOUTH 125 FEET OF THE WEST 697 FEET AND LESS THE NORTH HALF OF THE NORTH HALF OF THE NW¼ OF THE SW¼ IN SECTION 11, TOWNSHIP 14 NORTH, RANGE 18 EAST OF THE INDIAN BASE AND MERIDIAN, MUSKOGEE COUNTY, STATE OF OKLAHOMA

(**Dale Boots, Applicant**)

FROM R-1. Single Family

TO

R-A. Agricultural Residential

WHEREAS, the City of Muskogee Planning and Zoning Commission, in a meeting held March 11, 2025, did recommend the approval of the rezoning of the property set out above in the title of the Ordinance, and did authorize the director of the Commission to advise the Council of the City of Muskogee of this recommendation, NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MUSKOGEE, OKLAHOMA,

Section 1. THAT, the official zoning map of the City of Muskogee as provided by Chapter 90, Section 01-03, of the Muskogee City Code, September 2014, is hereby amended by changing the District Classification by rezoning;

THE NORTH HALF OF THE NW¼ OF THE SW¼ LESS THE SOUTH 125 FEET OF THE WEST 697 FEET AND LESS THE NORTH HALF OF THE NORTH HALF OF THE NW¼ OF THE SW¼ IN SECTION 11, TOWNSHIP 14 NORTH, RANGE 18 EAST OF THE INDIAN BASE AND MERIDIAN, MUSKOGEE COUNTY, STATE OF OKLAHOMA

FROM R-1. Single Family

TO

R-A. Agricultural Residential

AND that this change be so ordered and declared by the City Council.

Section 2. THAT, the City Clerk is authorized and directed to show such change on the zoning map record.

Section 3. REPEALER. All other ordinances or parts of ordinances in direct conflict herewith are repealed to the extent of the conflict only.

Section 4. SEVERABILITY. Should any part, section, subsection, sentence, provision, clause, or phrase hereof be held invalid, void, or unconstitutional for any reason, such holding shall not render invalid, void, or unconstitutional any other section, subsection, sentence, provision, clause, or phrase of this Ordinance, and the same are deemed severable for this purpose.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MUSKOGEE, OKLAHOMA, THIS _____ DAY OF MARCH 2025.

_____

W. PATRICK CALE, MAYOR

ATTEST:

_____

TAMMY L. TRACY, CITY CLERK

(SEAL)

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

_____

KATRINA BODENHAMER, CITY ATTORNEY

Public Works Committee **4.**

Meeting Date: 04/14/2025

Initiator: Maggie Eaton, Human Resources Director

Department: Personnel

Staff Information Source: Maggie Eaton

Information

AGENDA ITEM TITLE:

Consider approval of Resolution No. 3025 authorizing certain modifications to the medical plan benefits under the City of Muskogee Employee Benefit Plan, providing and directing said modifications to be incorporated into the Plan Documents, Summary Plan Descriptions, and Benefit Summary Sheets, as well as approving and authorizing execution of the Blue Cross Blue Shield Benefit Program Application and required addendums, BCS Stop Loss Coverage Policy, Prime Therapeutics Required Documents, The Standard, and all other required documents, all to become effective on May 1, 2025, and authorizing the City Manager to execute all necessary documents for renewal and implementation purposes, or take other necessary action. (Maggie Eaton)

BACKGROUND:

All changes referenced in Resolution 3025 were approved by Council on March 24, 2025. This resolution is a housekeeping matter.

RECOMMENDED ACTION:

Approve Resolution No. 3025 and the Blue Cross Blue Shield Benefit Program Application and required addendums, BCS Stop Loss Coverage Policy, Prime Therapeutics Required Documents, The Standard, and all other required documents, and authorize the City Manager to execute all necessary documents for renewal and implementation purposes.

Fiscal Impact

Attachments

Resolution 3025

RESOLUTION NO. 3025

A RESOLUTION APPROVING THE FOLLOWING AGREEMENTS: BLUE CROSS BLUE SHIELD BENEFIT PROGRAM APPLICATION AND REQUIRED ADDENDUMS, BCS THE STOP LOSS COVERAGE POLICY, PRIME THERAPEUTICS CLIENT REQUIREMENTS DOCUMENTS, THE STANDARD, AND ALL OTHER REQUIRED DOCUMENTS, ALL TO BECOME EFFECTIVE ON MAY 1, 2025, AND AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE ALL NECESSARY DOCUMENTS FOR RENEWAL AND IMPLEMENTATION PURPOSES.

WHEREAS, the City of Muskogee, through brokerage services through Insurica ("Consultant") and Third Party Administrator services through Blue Cross Blue Shield ("TPA") to provide said services;

WHEREAS, the City of Muskogee has approved the Blue Cross Blue Shield Benefit Program Application and all necessary addendums and exhibits, the current (valid through April 30, 2025) BCS Stop Loss Coverage Policy, The Standard, and the Prime Therapeutics Client Requirements Documents.

WHEREAS, the Insurance Committee has hereby discussed certain recommendations to renew and approve these changes;

WHEREAS, the City of Muskogee finds that the recommendation of staff and the Insurance Committee are in the best interest of the City, and for a governmental purpose.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MUSKOGEE, MUSKOGEE COUNTY, OKLAHOMA ACCEPTS THE ABOVE CONTRACTS AS PRESENTED.

Section 4. The City Council of the City of Muskogee does hereby authorize the City Manager, or designee, upon review and approval of the City Attorney in accordance with Council Policy 2-1, to execute all documents attached hereto and any and all other documents necessary to facilitate and finalize the agreements identified herein.

ADOPTED AND APPROVED THIS _____DAY OF _____2025.

ATTEST: CITY OF MUSKOGEE

(seal)

_____ _____

Tammy L. Tracy, City Clerk William Patrick Cale, Mayor

Approved as to form and legality this ____ day of____, 2025

_____

Katrina Bodenhamer, City Attorney

Public Works Committee **5.**

Meeting Date: 04/14/2025
Submitted For: Tera Shows, Economic Development
Initiator: Tera Shows, Economic Development Manager
Department: Economic Development
Staff Information Source:

Information

AGENDA ITEM TITLE:

Discuss and consider the approval of a Professional Services Agreement with Holloway, Updike and Bellen, Inc. (HUB), in the amount of $59,000.00, for stormwater improvement plans in the Urban Renewal Area, and authorize the City Manager to negotiate and execute the agreement, or take other necessary action. (Tera Shows)

BACKGROUND:

To maximize the marketability of property within the Urban Renewal Area, there must be a solution for stormwater created by new construction. This professional services agreement is for engineering and design plans for a regional stormwater solution that will serve multiple users in the area, and accommodate new business and residential growth.

RECOMMENDED ACTION:

Approve the Agreement and authorize the City Manager to negotiate and execute the agreement.

Fiscal Impact

Attachments

URA Drainage Engineering Agreement

AGREEMENT
For
ENGINEERING SERVICES
For
STORMWATER IMPROVEMENTS
URBAN RENEWAL AREA
REGIONAL STORMWATER DETENTION FACILITY

THIS AGREEMENT, including Attachments, between the City of Muskogee - Economic Development, (Owner) and Holloway, Updike and Bellen, Inc. (Engineer);

W I T N E S S E T H :

WHEREAS, Owner intends to construct the following improvements:

PROJECT:

Project consists of the design and construction of a regional stormwater detention facility for the Urban Renewal Area located on the northwest corner of the intersection of N. 6th St and Talladaga St.

WHEREAS, Owner requires certain engineering services (the Services) in connection with the Project; and,

WHEREAS, Engineer is prepared to provide the Professional Services;

NOW THEREFORE, in consideration of the promises contained in this Agreement, Owner and Engineer agree as follows:

ARTICLE 1 - EFFECTIVE DATE
The effective date of this Agreement shall be the _____of _____, 2025.

ARTICLE 2 - GOVERNING LAW
This Agreement shall be governed by the laws of the State of Oklahoma.

ARTICLE 3 - SERVICES TO BE PERFORMED BY ENGINEER
Engineer shall perform the Services described in Attachment A, Scope of Services. During the construction phase, the Engineer shall be the Owner's agent and representative with respect to all services of the Engineer that are required or authorized by the construction documents.

ARTICLE 4 - COMPENSATION
Owner shall pay Engineer in accordance with Attachment B, Compensation.

ARTICLE 5 - OWNER'S RESPONSIBILITIES
Owner shall be responsible for all matters described in Attachment C, Owner's Responsibilities and Special Conditions.

ARTICLE 6 - STANDARD OF CARE
Engineer shall perform the Services undertaken in a manner consistent with the prevailing accepted standard for similar services with respect to projects of comparable function and complexity, and with the applicable laws and regulations published and in effect at the time of performance of the Services. Other than the obligation of the Engineer to perform in accordance with the foregoing standard, no warranty, either express or implied, shall apply to the Services to be performed by the Engineer pursuant to this Agreement or the suitability of Engineer's work product.

ARTICLE 7 - LIABILITY AND INDEMNIFICATION
7.1 General. Having considered the potential liabilities that may exist during the performance of the Services, the benefits of the Project, and the Engineer's fee for the Services; and in consideration of the promises contained in this Agreement, Owner and Engineer agree to allocate and limit such liabilities in accordance with this Article.

7.2 Indemnification. To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, and employees from reasonable claims, costs, losses, and damages arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, or employees. This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Article 7.3, "Limitation of Liability."

7.3 Limitation of Liability. To the fullest extent permitted by law, the total liability, in the aggregate, of Engineer, Engineer's officers, directors, partners, employees, agents, and sub-consultants, to Owner, and anyone claiming by, through, or under Owner for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to this Project or Agreement from any cause or causes, including but not limited to negligence, professional errors and omissions, strict liability, breach of contract, or breach of warranty, shall not exceed the total compensation received by Engineer or $50,000 whichever is greater.

7.4 Mutual Waiver. To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, and partners, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

7.5 Survival. Upon completion of all Services, obligations, and duties provided for in this Agreement, or if this Agreement is terminated for any reason, the terms and conditions of this Article shall survive.

ARTICLE 8 - INSURANCE

During the performance of the Services under this Agreement, Engineer shall maintain the following insurance:

(1) General Liability Insurance, with a combined single limit of $1,000,000 for each occurrence and $1,000,000 in the aggregate.
(2) Automobile Liability Insurance, with a combined single limit of $1,000,000 for each accident.
(3) Workers' Compensation Insurance and Employer's liability Insurance in accordance with statutory requirements.
(4) Professional Liability Insurance, with a limit of $2,000,000 annual aggregate.

Engineer shall, upon written request, furnish Owner certificates of insurance. Engineer shall provide notice to Owner if a cancellation for non-payment has been issued. All Project contractors shall be required to include Owner and Engineer as additional insureds on their General Liability insurance policies, and shall be required to indemnify Owner and Engineer to the same extent.

ARTICLE 9 - LIMITATIONS OF RESPONSIBILITY

Engineer shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project; or (2) procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to Engineer in Attachment A, Scope of Services.

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITIES FOR ACTS OF OTHERS

Provided that the Engineer has acted in good faith, Engineer shall not be liable to Owner for breach of contract or for negligent error or omission in failing to detect, prevent, or report the failure of any contractor, subcontractor, vendor, or other project participant to fulfill contractual or other responsibilities to the Owner, failure to finish or construct the Project in accordance with the plans and specifications, or failure to comply with federal, state, or local laws, ordinances, regulations, rules, codes, orders, criteria, or standards.

ARTICLE 11 - OPINIONS OF COST AND SCHEDULE

Since Engineer has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet Project schedules, Engineer's opinion of probable costs and of Project schedules shall be made on the basis of experience and qualifications as a professional engineer. Engineer does not guarantee that proposals, bids, or actual Project costs will conform to Engineer's cost estimates or that actual schedules will conform to Engineer's projected schedules. Engineer shall complete the services within the time frame outlined on Attachment D, Schedule, subject to conditions which are beyond the control of the Engineer.

ARTICLE 12 - REUSE OF DOCUMENTS

All documents, including, but not limited to, drawings, specifications, and computer software prepared by Engineer pursuant to this Agreement are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by Owner or others on extensions of the Project or on any other project. Any reuse without prior written verification or adaptation by Engineer for the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Engineer and Owner shall be deemed to have assumed the risk of such unauthorized reuse. Any verification or adaptation of documents will entitle Engineer to additional compensation at rates to be agreed upon by Owner and Engineer.

ARTICLE 13 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided herein, engineering documents, drawings, and specifications prepared by Engineer as part of the Services shall become the property of Owner provided, however, that Engineer shall have the unrestricted right to their use. Engineer shall retain its rights in its standard drawing details, specifications, data bases, computer software, and other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of Engineer. The Owner may use said documents for their own use at no cost to the Owner.

ARTICLE 14 - TERMINATION

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The nonperforming party shall have fifteen calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

Owner may terminate or suspend performance of this Agreement for Owner's convenience upon written notice to Engineer. Engineer shall terminate or suspend performance of the Services on a schedule acceptable to Owner. If termination or suspension is for Owner's convenience, Owner shall pay Engineer for all the Services performed and termination or suspension expenses in such amount as agreed upon by the Owner and Engineer.

ARTICLE 15 - DELAY IN PERFORMANCE

Neither Owner nor Engineer shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods, earthquakes, fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either Owner or Engineer under this Agreement.

Should such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

ARTICLE 16 - COMMUNICATIONS

Any communication required by this Agreement shall be made in writing to the addresses specified below with a copy to the Owner's attorney:

Engineer:	Holloway, Updike and Bellen, Inc. 818 East Side Boulevard Muskogee, OK 74403
Owner:	City of Muskogee – Urban Renewal Authority P.O. Box 1927 Muskogee, OK 74402 Attention: Roger Kolman

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Engineer and Owner.

ARTICLE 17 - WAIVER

A waiver by either Owner or Engineer of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

ARTICLE 18 - SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

ARTICLE 19 - INTEGRATION

This Agreement represents the entire and integrated Agreement between Owner and Engineer. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.

ARTICLE 20 - SUCCESSORS AND ASSIGNS
To the extent permitted by Article 21, Owner and Engineer each binds itself and its successors and assigns to the other party to this Agreement.

ARTICLE 21 - ASSIGNMENT
Neither Owner nor Engineer shall assign its duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent Engineer from employing independent consultants, associates, and subcontractors to assist in the performance of the Services.

ARTICLE 22 - THIRD PARTY RIGHTS
Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Owner and Engineer.

ARTICLE 23 – AUTHORIZATION TO PROCEED
The Owner will issue the Engineer a written "Notice to Proceed" as authorization to proceed with the work.

IN WITNESS WHEREOF, Owner and Engineer have executed this Agreement.

OWNER:	**ENGINEER:**
CITY OF MUSKOGEE	HOLLOWAY, UPDIKE
URBAN RENEWAL AUTHORITY	AND BELLEN, INC.
_____ Date: _____	_____ Date: 02-25-25
Authorized Signature	Greg Armstrong, P.E., Vice President

Name:_____

Title:_____

(SEAL)

ATTEST:_____
Secretary

ATTACHMENT A
To
AGREEMENT FOR ENGINEERING SERVICES
BETWEEN
CITY OF MUSKOGEE - ECONOMIC DEVELOPMENT, OWNER
And
HOLLOWAY, UPDIKE AND BELLEN, INC., ENGINEER
For
STORMWATER IMPROVEMENTS
URBAN RENEWAL AREA
REGIONAL STORMWATER DETENTION FACILITY

SCOPE OF SERVICES

I. SCOPE OF THE PROJECT

The projects consist of the design and construction of the following improvements:

A regional stormwater detention facility for the Urban Renewal Area located on the northwest corner of the intersection of N. 6th St and Talladaga St.

II. SCOPE OF SERVICES

A. Field Survey and Preliminary Design:

1. The Engineer will conduct a field survey of the proposed project as necessary to complete the work described.
   a. Topographic Survey (1-foot contours)
   b. Determine the boundary of the property owned by the City of Muskogee.
   c. Locate existing utilities and utility easements.
   d. Determine size of existing drainage structures.

2. The Engineer shall coordinate the geotechnical investigation for the project with a qualified geotechnical engineering firm (Fee to be paid by Owner).

3. Confirm the size of the drainage basin and perform a hydrology & hydraulic analysis of the drainage basin to determine the storm water flow (10, 25 & 100 yr events) to the detention basin.

4. Model the proposed regional detention basin as fully developed to determine detention pond capacity requirements.

5. Prepare an application for a 404 Permit from U.S. Corps of Engineers (Will be included if needed).

6. The Engineer shall prepare preliminary plans and specifications for the proposed work. The preliminary plans and specifications shall be an abbreviated form of the final plans and specifications, completed to the extent that the design concept is demonstrated and the major features, materials and equipment can be reviewed by the Owner.

7. The Engineer shall update the Opinion of Probable Cost based on the preliminary plans and specifications.

8. The Engineer shall provide the Owner with four copies of the preliminary plans and specifications and Opinion of Probable Cost Estimate. Plans shall be on 11" X 17" format acceptable to the ODEQ. A meeting shall be held to review the Owner's comments. Comments agreed upon by all parties shall be incorporated into the final design.

B. Final Design: The Final Design shall proceed on the basis of the approved Preliminary Design as described above. The following services shall be provided in the preparation of the Final Design.

1. The plans will include the following elements:
   a. Borehole Location, Easements, and Right-of-Way
   b. Regional Detention Boundary/Limits
   c. Demolition Plan
   d. Grading Plan for storm water detention basin with maximum side slopes of 3:1
   e. Inlet Piping to Proposed Detention Pond
   f. Utility Relocation (as needed).
   g. Outfall details for the pond outlet pipe
   h. A storm water pollution prevention plan for construction.
   i. Establish survey control to lay out the proposed project.

2. The Engineer shall finalize the plans and specifications as is necessary for bidding and construction of the proposed project including bid forms, general conditions, bonds, special conditions, advertisement for bids and information for bidders.

3. The Engineer shall prepare an updated Opinion of Probable Cost based on the final design.

4. The Engineer shall provide the Owner with four copies of the final plans and specifications for review by the Owner. A meeting shall be held to review the Owner's comments. Comments agreed upon by all parties shall be incorporated into the final design.

C. Bidding Services: The Engineer will furnish bidding phase services as described below:

1. Advertising for Bids. Assist Owner in advertising for and obtaining bids for construction of the Project to include issuing bidding documents to interested parties, and maintaining a record of those to whom bidding documents have been issued.

2. Bidders Questions. Engineer shall receive and respond to, in an appropriate manner, all questions of bidders and other interested parties during the course of the bid period.

3. Addenda. Issue addenda as appropriate or as directed by Owner to interpret, clarify or expand the bidding documents.

4. Equivalency Determinations. Consult with Owner and make recommendations concerning the acceptability of substitute materials and equipment proposed by bidder(s) when substitution prior to the award of contracts is allowed by the bidding documents.

5. Prebid Conference. The Engineer shall conduct a prebid conference on the Owner’s behalf. The Engineer shall plan and conduct the meeting and answer questions posed by the contractors.

6. Bid Opening and Contract Preparation. Attend the bid opening, prepare bid tabulation sheets and assist Owner in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment, and services.

7. The Engineer shall prepare an Engineer’s Cost Estimate and submit it to the Owner prior to the opening of bids.

D. Engineering Services During Construction: Engineer shall provide the construction administration services as summarized below:

1. Pre-Construction Conference. Engineer shall conduct the pre-construction conference and issue the necessary memorandum. The conference shall initialize the construction administration services on each individual Project.

2. Construction Progress Meetings. All progress and coordination

meetings necessary during the Project shall be coordinated by the Engineer. Chairing of said meetings shall be as appropriate to the meeting being held. In general, progress meetings shall be conducted a minimum of monthly during the construction period and as often as weekly during critical phases of any work. These meetings shall be in addition to weekly site scheduling and coordination meetings between the Contractor's superintendent, the Resident Project Representative, and the Owner's representative.

3. Reporting. Reporting of the daily construction activities will be prepared by the Engineer's Resident Project Representative.

4. Submittal Review. Engineer shall review Contractor's material submittals, equipment shop drawings, and material test certifications for compliance with the approved plans and specifications.

5. Pay Estimates. Engineer shall review construction pay estimates and make recommendations for payment or non-payment to the Owner.

6. Contractor's Schedule. Engineer shall review and make comments on the Contractor's proposed construction schedules and monitor the progress of each Contractor relative to the approved schedule throughout the construction Project. Engineer shall report problems, concerns, and proposed remedies to Owner.

7. Contractor's Claims. Engineer shall evaluate to present options and opinions for consideration by the Owner on claims submitted by the contractors.

8. Change Orders. Evaluate and prepare change orders necessary for the Project and make recommendations to Owner.

9. Resident Project Representation. Engineer shall supervise the activities of the Engineer's Resident Project Representative.

10. Visual Documentation. Engineer shall compile pre-construction and construction photographic and video documentation of the Project before and during construction for general documentation purposes and, of significant importance, for use by the Owner in the future.

11. Final Inspections. After completion of the punch lists generated by a pre-final inspection, Engineer shall coordinate and conduct the final inspection with all interested parties to the Project.

12. Acceptance. Prior to final acceptance of the Project, Engineer shall review all contractual requirements of the Contractor and, only upon

full receipt and satisfaction of those requirements, recommend acceptance of the Project by the Owner. Review shall include acceptable performance tests of equipment and sequencing required by the construction contract.

13. Clarifications. Engineer shall provide decisions and clarifications in accordance with the construction contract documents on questions regarding the work or intent of the Project requirements.

14. Field Changes**.** Engineer shall review proposed field changes covering modifications or revisions necessitated by field conditions or the requests of the Owner. Engineer shall make appropriate recommendations and coordinate the final changes.

15. Record Drawings. From information provided by the Contractor the, Engineer shall update electronic files (ACAD) of construction drawings to reflect the "as-constructed" configuration of the Project. Engineer shall submit to Owner three sets of reproducible record drawings at completion of the Project.

16. Warranty Coordination. Engineer shall track the dates of beneficial occupancy of all portions of the Project and coordinate any warranty work with Contractor which is necessary during the one-year warranty period.

E. Construction Services Contingency: Should the Contractor fail to complete the Project in the contracted construction period (as identified in the bid documents of the Project and as formally adjusted for weather considerations and additional work not associated with Owner-requested scope changes), the Engineer shall provide continuing construction services. The services to be provided shall be identical in nature to the services identified in previous sections of this detailed scope of services and shall be considered as additional services or as justification for budgetary extension, if so required, to compensate Engineer for all additional duties performed.

F. Environmental Surveys and Reports: Engineer shall coordinate any special surveys that may be required to complete the project, including but not limited to, the following:

- Historical/Archaeological Survey
- Cultural Resource Survey - Field Work
- Cultural Resource Survey Report Preparation & Summary
- T &E Species Habitat Assessment Background Research
- T &E Species Habitat Assessment & Field Studies
- T &E Species Report & Summary
- Jurisdictional Waters & Wetlands Evaluation

- Waters & Wetlands Report & Summary
- Compensatory Mitigation

Costs for above surveys and reports, if required, will be paid for by Owner. These cost will be determined as required surveys and/or reports are identified.

ATTACHMENT B
To
AGREEMENT FOR ENGINEERING SERVICES
BETWEEN
CITY OF MUSKOGEE - ECONOMIC DEVELOPMENT, OWNER
And
HOLLOWAY, UPDIKE AND BELLEN, INC., ENGINEER
For
STORMWATER IMPROVEMENTS
URBAN RENEWAL AREA
REGIONAL STORMWATER DETENTION FACILITY

COMPENSATION

I. PAYMENTS FOR SERVICES OF THE ENGINEER:

A. Basic Engineering Services. For basic engineering services performed under the Scope of Services in Attachment A, the Owner shall pay the Engineer the following lump sum amounts:

Task	Fee
Survey and Preliminary Design	20,650.00
Final Design	26,550.00
Bid Phase Services	2,950.00
Construction Phase	8,850.00
Total Lump Sum Fee	**$59,000.00**
Environmental Surveys and Reports (as required)	TBD

B. The Engineer will provide a Resident Project Representative at a rate of $110.00/hr. This rate shall include all travel and per diem.

C. Additional Engineering Services. For authorized services performed by the Engineer which are outside the Scope of Services outlined in Attachment A of this Agreement, the Owner will pay the Engineer in accordance with the attached Hourly Rates, plus subcontract work, if any, and direct expenses at cost.

II. TIMES OF PAYMENT: Invoices are due and payable within 30 days of date of invoice.

A. Basic Engineering Services. For the basic engineering services performed under Section II of the Scope of Services in Attachment A, monthly payments shall be made in proportion to services performed.

B. Additional Engineering Services. For additional engineering services, authorized by Owner in advance of the services being performed, monthly payments by the Owner shall be based on detailed invoices from Engineer for work completed.

ATTACHMENT C
To
AGREEMENT FOR ENGINEERING SERVICES
BETWEEN
CITY OF MUSKOGEE - ECONOMIC DEVELOPMENT, OWNER
And
HOLLOWAY, UPDIKE AND BELLEN, INC., ENGINEER
For
STORMWATER IMPROVEMENTS
URBAN RENEWAL AREA
REGIONAL STORMWATER DETENTION FACILITY

OWNER'S RESPONSIBILITIES AND SPECIAL CONDITIONS

I. OWNER RESPONSIBILITIES

1. Owner shall furnish to Engineer all available information pertinent to the Project including previous reports and any other data relative to design and construction of the Project. However, by providing this information the Owner does not in any way guarantee the accuracy of the information.

2. Owner shall furnish and make all provisions for the Engineer to enter upon public or private property as required for the Engineer to perform his Services under this Agreement.

3. Owner shall be responsible for all permit fees.

4. Owner shall be responsible for all land/easement acquisition and filing of the required legal documents.

5. Owner shall examine all studies, reports, sketches, estimates, specifications, plan drawings, proposals, and other documents presented by the Engineer and render in writing decisions pertaining thereto within a reasonable time so as not to delay the Services of the Engineer.

6. Owner shall designate in writing a person to act as its representative in respect to the work to be performed under this Agreement, and such person shall have complete authority to transmit instructions, receive information, interpret, and define Owner's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the services covered by this Agreement.

7. Owner shall furnish legal assistance as required in the preparation, review, and approval of construction documents.

8. Owner shall furnish assistance in locating existing underground utilities and in expediting their relocation in preparation for construction.

9. Owner shall furnish such physical testing for quality control and quality assurance during construction as may be required by the construction contract documents, or as required for design changes merited during construction due to unforeseen circumstances, including geotechnical services.

10. The Owner shall pay for costs of any special environmental studies if required for the project.

II. SPECIAL CONDITIONS

None.

ATTACHMENT D
To
AGREEMENT FOR ENGINEERING SERVICES
BETWEEN
CITY OF MUSKOGEE - ECONOMIC DEVELOPMENT, OWNER
And
HOLLOWAY, UPDIKE AND BELLEN, INC., ENGINEER
For
STORMWATER IMPROVEMENTS
URBAN RENEWAL AREA
REGIONAL STORMWATER DETENTION FACILITY

SCHEDULE

The work shall be completed in accordance with the following schedule:

Task	Days from Notice to Proceed
Field Survey	30
Design	120

HOLLOWAY, UPDIKE AND BELLEN, INC.
HOURLY RATES
FOR ADDITIONAL SERVICES OUTSIDE THE SCOPE OF WORK

2025

President	$250.00 per hour
Vice President	$240.00 per hour
Principal Engineer	$235.00 per hour
Project Manager	$200.00 per hour
Project Engineer	$180.00 per hour
Engineering Intern	$120.00 per hour
Professional Land Surveyor	$150.00 per hour
Sr. CADD Technician	$115.00 per hour
CADD Technician	$95.00 per hour
Resident Inspector	$110.00 per hour
3 Man Survey Crew w/GPS	$250.00 per hour
2 Man Survey Crew w/GPS	$230.00 per hour
Administrative Assistant	$80.00 per hour
Travel Cost	$0.655 per mile

Public Works Committee **6.**

Meeting Date: 04/14/2025

Submitted For: Mike Stewart, Public Works **Initiator:** Kristal Keim, PW Office Admin II

Department: Public Works

Staff Information Source:

Information

AGENDA ITEM TITLE:

Consider approval of an honorary street name for Clyde Brown Jr., designating the location on Miller Street between Chicago and Pickens Streets, as "Clyde Brown Jr. Ave.," or take other necessary action. (Mike Stewart)

BACKGROUND:

Vickie Brown Ragsdale stated, "My brother lived near this area for over 40 years. He worked for the City of Muskogee for over 20 years as Sanitation Supervisor. I feel he deserves to have this street renamed after him. Clyde passed away in July 2024. This is a great way to honor him."

RECOMMENDED ACTION:

Approve the item

Fiscal Impact

Attachments

Policy

Honorary Street request

Policy 10-3 HONORARY STREET NAME SIGN POLICY

COUNCIL POLICY NO. 10-3

DISTRIBUTION: Mayor and City Council
All Departments

SUBJECT: HONORARY STREET NAME SIGN POLICY

PURPOSE: This method of honoring individuals or groups is reserved for those having city wide impact or fame. Individual family tribute or commercial and corporate related recognition does not qualify.

BACKGROUND: Honorary street name signs are signs posted above standard city street name signs which are intended to recognize and honor certain individuals or groups without changing the official name of the street or the official addresses of residences and businesses on the street.

POLICY/PROCEDURES:

A. This policy applies only to public streets located within the city limits of the City of Muskogee.

B. Requests shall be made in a letter form to the Public Works Director setting out the location or locations of the intersection(s) where the honorary street name signed is desired. The letter of request must include the following:
1. Justification for the honorary designation shall be provided in detail establishing that the individual or group meets the requirement that the individual or group has had city wide impact or fame. Individual family tribute to a family member or corporate related recognition does not qualify for Honorary Street designation recognition.
2. The person, group or organization that will be responsible for payment of the costs associated with the design, fabrication, installation and maintenance of the sign if approved.

C. The request will then be submitted to a committee consisting of the City Manager, Public Works Director, and Traffic Foreman for recommendation to the City Council.

D. If approved by the City Council the requestor shall pay all costs set out in Appendix A of the City Code prior to the design, fabrication, installation and maintenance of the sign. If multiple sign locations are requested and approved the cost for each location shall be paid prior to design, fabrication, installation and maintenance of the sign. The cost as set out in Appendix A is to cover the costs that the City is expected to incur over the ten (10) year period approved for the Honorary Street Sign Designation.

E. This fee will be deposited in the City's General Fund upon receipt to cover costs that the City is expected to incur over the life of the sign.

F. The City will maintain the sign after the installation.

5-12-10 distr.

G. The honorary sign is of a similar size and shape as a standard street name sign but it will be black to differentiate it from the green-and-white for public street sign and blue-and-white sign used for private streets.

H. Only one honorary sign will be allowed at an intersection because of the physical limitations of stacking a third sign on top of the original two.

I. If more than one honorary street sign is approved for an individual or group the locations must be on the same street.

J. The approval of the request by the City Council shall be for a period of ten (10) years from the date of approval. Installation of the honorary sign designation shall be within a reasonable time but no later than ninety (90) days from the date of approval.

K. A renewals, if desired at the end of the ten year period, will be handled like new requests with all applicable rules and fees in effect at that time. If a renewal is not arranged the honorary designation will be discontinued at the end of the ten years.

REFERENCES: N/A

EFFECTIVE: May 11, 2010

RESPONSIBLE DEPARTMENT: Public Works

JOHN TYLER HAMMONS, MAYOR

ATTEST:

PAMELA S. BUSH, City Clerk

GREAT SEAL OF THE CITY OF MUSKOGEE OKLAHOMA

APPROVED as to form and legality this 11th day of May, 2010.

John H. Vincent
City Attorney

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CITY OF MUSKOGEE

Application to Rename a Street Honorary or Permanent

☐ Honorary ☐ Permanent

Current Name of Street: Miller Chicago to Pickens

Proposed Name of Street: Clyde Brown Jr. Avenue

Name of Applicant: Vickie Brown-Ragsdale

Street address: 529 N. 18th Str. City/State/Zip: Muskogee, Ok 74401

Phone number: 918 913-6139 Email: Vickier35@gmail.com

Legal Description of Street to be renamed:

State purpose of and justification for street renaming: My brother lived near this area for over 40 yrs, he worked for the City of Muskogee for over 20 yrs as Sanitation Supv. I feel he deserve to have this street renamed after him. Clyde past away in July 2024

I certify that the above information is correct: This is a great way to honor him.

Signature of Applicant Vickie Brown Ragsdale Date 2-28-25

***See back of this form for instructions and information regarding permanent street renaming.**

Received:	MEETINGS:
Receipt No.:	Subdivision Review
*Met with 911 Coordinator	Planning Commission
*Number of street signs to be changed/added	Public Works
	City Council

2020

Public Works Committee **7.**

Meeting Date: 04/14/2025

Initiator: Kristal Keim, PW Office Admin II

Department: Public Works

Staff Information Source:

Information

AGENDA ITEM TITLE:

Consider approval of an honorary street name for Lieutenant Commander William Edward Hall, designating Honor Heights Drive as "LCDR Wm E Hall Dr." between Okmulgee Avenue and Buffalo Drive, or take other necessary action. (Mike Stewart)

BACKGROUND:

Lieutenant Commander Hall won the Congressional Medal of Honor for his actions during the Battle of the Coral Sea. He lived in Muskogee for 30 years and was active at the VAMC here in Muskogee. Attached is a letter of support from the Executive Director of the VA Health Care System, Kimberly Denning, and a fact sheet on Lieutenant Commander J.G. Hall.

RECOMMENDED ACTION:

Approve the item

Fiscal Impact

FUNDING SOURCE:

Sign cost to be paid by applicant.

Attachments

Policy

LCDR Wm E Hall Dr.

Policy 10-3 HONORARY STREET NAME SIGN POLICY

COUNCIL POLICY NO. 10-3

DISTRIBUTION: Mayor and City Council
All Departments

SUBJECT: HONORARY STREET NAME SIGN POLICY

PURPOSE: This method of honoring individuals or groups is reserved for those having city wide impact or fame. Individual family tribute or commercial and corporate related recognition does not qualify.

BACKGROUND: Honorary street name signs are signs posted above standard city street name signs which are intended to recognize and honor certain individuals or groups without changing the official name of the street or the official addresses of residences and businesses on the street.

POLICY/PROCEDURES:

A. This policy applies only to public streets located within the city limits of the City of Muskogee.

B. Requests shall be made in a letter form to the Public Works Director setting out the location or locations of the intersection(s) where the honorary street name signed is desired. The letter of request must include the following:
1. Justification for the honorary designation shall be provided in detail establishing that the individual or group meets the requirement that the individual or group has had city wide impact or fame. Individual family tribute to a family member or corporate related recognition does not qualify for Honorary Street designation recognition.
2. The person, group or organization that will be responsible for payment of the costs associated with the design, fabrication, installation and maintenance of the sign if approved.

C. The request will then be submitted to a committee consisting of the City Manager, Public Works Director, and Traffic Foreman for recommendation to the City Council.

D. If approved by the City Council the requestor shall pay all costs set out in Appendix A of the City Code prior to the design, fabrication, installation and maintenance of the sign. If multiple sign locations are requested and approved the cost for each location shall be paid prior to design, fabrication, installation and maintenance of the sign. The cost as set out in Appendix A is to cover the costs that the City is expected to incur over the ten (10) year period approved for the Honorary Street Sign Designation.

E. This fee will be deposited in the City's General Fund upon receipt to cover costs that the City is expected to incur over the life of the sign.

F. The City will maintain the sign after the installation.

5-12-10 distr.

G. The honorary sign is of a similar size and shape as a standard street name sign but it will be black to differentiate it from the green-and-white for public street sign and blue-and-white sign used for private streets.

H. Only one honorary sign will be allowed at an intersection because of the physical limitations of stacking a third sign on top of the original two.

I. If more than one honorary street sign is approved for an individual or group the locations must be on the same street.

J. The approval of the request by the City Council shall be for a period of ten (10) years from the date of approval. Installation of the honorary sign designation shall be within a reasonable time but no later than ninety (90) days from the date of approval.

K. A renewals, if desired at the end of the ten year period, will be handled like new requests with all applicable rules and fees in effect at that time. If a renewal is not arranged the honorary designation will be discontinued at the end of the ten years.

REFERENCES: N/A

EFFECTIVE: May 11, 2010

RESPONSIBLE DEPARTMENT: Public Works

JOHN TYLER HAMMONS, MAYOR

ATTEST:

PAMELA S. BUSH, City Clerk

GREAT SEAL OF THE CITY OF MUSKOGEE OKLAHOMA

APPROVED as to form and legality this 11th day of May, 2010.

John H. Vincent
City Attorney

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CITY OF MUSKOGEE

Application to Rename a Street Honorary or Permanent

☒ Honorary ☐ Permanent

Current Name of Street: Honor Heights Dr

Proposed Name of Street: _____

Name of Applicant: Dennis Willhite

Street address: 2803 Haskell Blvd City/State/Zip: Muskogee Ok 74403

Phone number: 918.650.1912 Email: theprincipal_1995@yahoo

Legal Description of Street to be renamed: Honor Heights Dr

State purpose of and justification for street renaming: Lt Cmdr Hall won the Congressional Medal of Honor for his actions during the Battle of Coral Sea. He lived in Muskogee for 30yrs & was active @ the VAMC here in Muskogee

I certify that the above information is correct:

Signature of Applicant: Dennis Willhite Date 2/26/25

***See back of this form for instructions and information regarding permanent street renaming.**

Received: _____	MEETINGS:
Receipt No.: _____	Subdivision Review _____
*Met with 911 Coordinator _____	Planning Commission _____
*Number of street signs to be changed/added ☐	Public Works _____
	City Council _____

2020

Instructions & Information for Permanent Renaming of Street

1. All of the following must be submitted to the Planning Department to begin the renaming process:

   ___ Completed application form.

   ___ $ 200.00 application fee, **plus the cost of notice** (nonrefundable regardless of outcome of request).

   ___ List of property owners that are on the street proposing to be renamed. This list must be prepared and certified by an abstract company, attorney or registered surveyor.

2. The request must be submitted a minimum of four (4) weeks prior to a regularly scheduled Planning Commission meeting. This time is necessary to publish a legal notice in the Muskogee Phoenix, prepare and mail notices of the meeting to the property owners on the street to be renamed and other administrative work. A staff report and recommendation will be available prior to the Planning Commission meeting. The Planning Commission meets the first and third Monday of each month. The Planning Commission, Public Works Committee and the City Council will hear the request. These meetings are open to the public, and testimony will be accepted both for and against the request. The applicant must be present at these meetings. The decision of the Council is the final action on a street-renaming request. The City Council meets the Monday following the Planning Commission.

3. The applicant agrees to pay the fee to replace **ALL** street name signs along the street, at a cost of $100.00 per sign.

4. *It is **REQUIRED** that the applicant discuss their request with the 911 Coordinator prior to submitting the application. If you have questions regarding the appropriateness of a request or the process, contact the Planning Department at 684-6232.

CITY OF MUSKOGEE
Planning Department
229 West Okmulgee
P.O. Box 1927
Muskogee, OK 74402
(918) 684-6232
FAX (918) 684-6233

Congressional Medal of Honor Society

STORIES OF SACRIFICE

World War II - U.S. Navy

WILLIAM EDWARD HALL



MEDAL OF HONOR RECIPIENT WILLIAM E. HALL

DETAILS

RANK: LIEUTENANT, J.G.

CONFLICT/ERA: WORLD WAR II

UNIT/COMMAND:
SCOUTING SQUADRON 2, AIR GROUP 2,
U.S.S. LEXINGTON

MILITARY SERVICE BRANCH: U.S. NAVY

MEDAL OF HONOR ACTION DATE: MAY 7 - 8, 1942

MEDAL OF HONOR ACTION PLACE: CORAL SEA, SOUTH PACIFIC

CITATION

For extreme courage and conspicuous heroism in combat above and beyond the call of duty as pilot of a scouting plane in action against enemy Japanese forces in the Coral Sea on 7 and 8 May 1942. In a resolute and determined attack on 7 May, Lt. (j.g.) Hall dived his plane at an enemy Japanese aircraft carrier, contributing materially to the destruction of that vessel. On 8 May, facing heavy and fierce fighter opposition, he again displayed extraordinary skill as an airman and the aggressive spirit of a fighter in

repeated and effectively executed counterattacks against a superior number of enemy planes in which three enemy aircraft were destroyed. Though seriously wounded in this engagement, Lt. (j.g.) Hall, maintaining the fearless and indomitable tactics pursued throughout these actions, succeeded in landing his plane safely.

ADDITIONAL DETAILS

ACCREDITED TO: MOHRLAND, EMERY COUNTY, UTAH

AWARDED POSTHUMOUSLY: NO

PRESENTATION DATE & DETAILS: NOVEMBER 22, 1942
SAN DIEGO, CALIFORNIA, PRESENTED BY VICE ADM. EPHRAIM P. HOLMES

BORN: OCTOBER 31, 1913, STORRS, CARBON COUNTY, UT, UNITED STATES

DIED: NOVEMBER 15, 1996, KANSAS CITY, KS, UNITED STATES

BURIED: FORT LEAVENWORTH CEMETERY (MH) (I-O-286), LEAVENWORTH, KS, UNITED STATES

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DEPARTMENT OF VETERANS AFFAIRS
Eastern Oklahoma VA Health Care System (623)
1011 Honor Heights Drive
Muskogee, OK 74401

March 13, 2025

Muskogee City Council
Mr. Patrick Cale, Mayor
Dr. Patrick Hoos, Council Memeber
229 West Okmulgee
Muskogee, Ok 74401

Dear Muskogee City Council,

I am writing to express my support for the proposal to rename Honor Heights Drive to Lt. Commander William E. Hall Drive. This change holds significant importance for our Veteran community and reflects our values.

Renaming this road would honor Lt. Commander William E. Hall, was awarded the Medal of Honor for his for extreme courage and conspicuous heroism in combat above and beyond the call of duty as pilot of a scouting plane in action against enemy Japanese forces in the Coral Sea on 7 and 8 May 1942. In a resolute and determined attack on 7 May, Lt. Hall dived his plane at an enemy Japanese aircraft carrier, contributing materially to the destruction of that vessel. On 8 May, facing heavy and fierce fighter opposition, he again displayed extraordinary skill as an airman and the aggressive spirit of a fighter in repeated and effectively executed counterattacks against a superior number of enemy planes in which three enemy aircraft were destroyed. Though seriously wounded in this engagement, Lt. Hall, maintaining the fearless and indomitable tactics pursued throughout these actions, succeeded in landing his plane safely.

By adopting the proposed name, we would not only pay tribute to Lt. Commander William E. Hall heroism but also foster a sense of pride for the Eastern Oklahoma VA Health Care System.

Thank you for your attention to this matter, and I look forward to seeing our community continue to grow and honor those who have made a positive impact on our lives.

Sincerely,

KIMBERLY DENNING

Digitally signed by KIMBERLY DENNING
Date: 2025.03.13 11:42:04 -05'00'

Kimberly Denning, DNP, RN
Executive Director
Eastern Oklahoma VA Health Care System

Public Works Committee **8.**

Meeting Date: 04/14/2025

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

Department: City Clerk

Staff Information Source: Councilor Tom Martindale

Information

AGENDA ITEM TITLE:

Consider approval of the reappointment of Perry Hewitt to the Parks and Recreation Board, to serve a full term, beginning May 1, 2025, and ending April 30, 2029, or take other necessary action. (Councilor Tom Martindale)

BACKGROUND:

Mr. Hewill was originally appointed to fill the unexpired term of Julie Macomb. He is eligible for reappointment to serve a full four (4) year term.

RECOMMENDED ACTION:

Approve reappointment.

Fiscal Impact

Attachments

Perry Hewitt

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:
Muskogee Parks & Recreation

Your Full Your
Legal Name: Perry Edwin Hewitt IV Preferred Name: Perry Hewitt

Business Name: Kathy Hewitt, CPA Home Address: 450 Palmer Drive

Job Title/Employment Date: Office Manager City Zip: Muskogee, OK 74401

Business Address: 207 N. 3rd Street Ward: 1 2 3 *4*

Muskogee, OK 74401 Home Phone: (918) 990-3663

Business Phone: (918) 682-8529 Cell Phone: Same As Above

Fax: (918) 682-4176 Home Email: pchewittiv@gmail.com

Business Email: perry@hewittcpainc.com

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

Personal Information:

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

Education (high school, name and location of college or university, year graduated, and degree):
Muskogee High School – 1987
Northeastern State University - 1995 - Bachelor's of Business Administration
Oklahoma State University – 2001 – Master's of Natural & Applied Science

APPLICATION FOR APPOINTMENT TO A BOARD OR COMMISSION

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

____Kathy Hewitt, CPA - Office Manager - Feb 2021 -_ Present

____I manage the office operations, which include but are not limited to, ordering materials/supplies, service contracts on equipment, phones & IT, billing & collections, client tax return final preparation, etc

Previous employment or experience:

_____St. Francis Health System (Warren Clinic, Inc) – Sept 2019 to Feb 2021

_____I was the Director over the Physician clinic practices in Muskogee, McAlester & Ft. Gibson. I managed all of the daily operations for over 50 physician practices with 108 direct employee reports.

Professional Licenses Held (if applicable):

_____Not Applicable

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

___Melissa Owens–Sapulpa–Material Systems Manager at Georgia Pacific Paper. 918–348-0633

___Billy O'Neal – Maintenance Supervisor – School for the Blind. 918-360-6226

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

_____Exchange Club of Muskogee. Club Member beginning in 2021. Current Club President serving from July 2023 to July 2024

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

_____Not Applicable

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

Do you currently hold a public office? Public offices include elected or appointed officials of a municipality (it does not have to be Muskogee it could be any town or city), elected or appointed official of any county or the state or federal government, are a trustee of a public trust, are

employed by any entity as a police officer, fire fighter, deputy sheriff, assistant district attorney or similar position or the member of a school board or appointed official of a school system or any other public or similar position.

_____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:

_____I moved back to live in Muskogee and be closer to Family after residing elsewhere for 25 years. Due to my employment change in 2021, I have more available time to volunteer and serve the Community. Lastly, I have a reputation for being prompt and reliable._____

RELEASE OF INFORMATION

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

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

Signature of Nominee_____ Date 12/7/2023

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

_____

Signature of Sponsor