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

(Public Comment during Public Hearing or Agenda item comment)

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

AGENDA
PUBLIC WORKS COMMITTEE
JULY 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 June 9, 2025, or take other necessary action.

2. Receive report on SeeClickFix, a new mobile app and tool for citizens to utilize and easily report non-emergency issues, and take other necessary action. (Kendal Francis)

3. Consider approval of an amendment to the June 2024 Wholesale Water Purchase Agreement with Rural Water District #5, allowing for an increase in the amount of water usage, or take other necessary action. (Katrina Bodenhamer)

4. Consider approval to accept a grant from the Oklahoma Department of Environmental Quality (ODEQ) in the amount of $17,592.00, for reimbursement of funds expended to purchase a used forklift, and authorize the City Manager to negotiate and execute an agreement for an Interagency Contract between ODEQ and the City of Muskogee, for the purchase of a used forklift in FY2025-2026, or take other necessary action. (Mike Stewart)

5. Consider approval of the reappointment of Dr. Fred Reufer to serve a second seven (7) year term on the Muskogee Medical Center Authority, beginning September 1, 2025, and ending on August 31, 2032, or take other necessary action. (Councilor Melody Cranford)

6. Consider approval of the appointment of Wren Stratton to the Eastern Oklahoma District Library System Board of Trustees, to serve a three (3) year term beginning July 1, 2025, and ending June 30, 2028, as recommended by the Board or Trustees, or take other necessary action. (Kendal Francis)

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: 07/14/2025
Initiator: Jennifer Sharp, Admin II
Department: City Clerk
Staff Information Source:

Information

AGENDA ITEM TITLE:
Consider approval of Public Works Committee minutes of June 9, 2025, or take other necessary action.

BACKGROUND:

RECOMMENDED ACTION:

Fiscal Impact

Attachments

06092025 pwmin

MINUTES

OF THE PUBLIC WORKS COMMITTEE
OF THE CITY OF MUSKOGEE, OKLAHOMA
MET IN REGULAR SESSION
IN COUNCIL CHAMBERS OF CITY HALL
JUNE 9, 2025

The Public Works Committee of the City of Muskogee, Oklahoma, met in Regular Sessions at 5:30 p.m., June 9, 2025, in Council Chambers, Municipal Building, 229 W. Okmulgee Ave., Muskogee, Oklahoma.

Invocation was led by Mayor W. Patrick Cale.

Flag Salutes were led by Deputy Mayor Derrick A. Reed.

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

Staff Present: Kendal Francis, City Manager; Katrina Bodenhamer, City Attorney; Tammy L. Tracy, City Clerk; Mike Stewart, Public Works Director; Avery Rigney, Assistant Public Works Director; Sarah Winkle, Acting City Planner; Johnny Teehee, Police Chief; Dennis Read, City Treasurer; Tera Shows, Economic Development Manager; Justin O'Neal, Asst. Parks Director for Expo and Civic Center; Jeff Reeves, Project Manager

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

Motion was made by Committee Member Shirley Hilton-Flanary, seconded by Committee Member Mike Brawley to approve Public Works Committee minutes of May 12, 2025.

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

Carried - Unanimously

2. (Stricken) Receive report and consider approval of a Cooperative Agreement between the City of Muskogee and Muskogee County Transit, a public trust, to assist in providing public transportation within the City limits of the City of Muskogee, or take other necessary action. (Katrina Bodenhamer)

3. Consider approval to purchase eleven (11) Traffic Signal Battery Backup Units, using pricing set forth in the City of Muskogee and TLS Group, Inc. Maintenance Agreement, in the total amount of $109,065.00, or take other necessary action. (Mike Stewart)

Public Works Director Mike Stewart stated these battery backup units will be used to replace units along Highway 69 and Shawnee Bypass. He explained this item is budgeted through a former sales tax. Staff recommended approval.

Motion was made by Committee Member Shirley Hilton-Flanary, seconded by Committee Member Tom Martindale to approve to purchase eleven (11) Traffic Signal Battery Backup Units, using pricing set forth in the City of Muskogee and TLS Group, Inc. Maintenance Agreement, in the total amount of $109,065.00.

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

Carried - Unanimously

4. Consider approval of final payment for the Southwest Zone Mill and Overlay Project, in the amount of $196,930.50, to APAC Central, Inc., or take other necessary action. (Mike Stewart)

Assistant Public Works Director Avery Rigney stated this has been a successful project, repairing just under 15 miles of road using CIP funds. Mr. Rigney explained the focus of the CIP was residential streets, and there are some funds remaining for continued improvements.

Councilmember Dan Hall reiterated that these streets could not have been repaired without the funding from our CIP, which is how Muskogee gets things done.

Motion was made by Vice Chair Dan Hall, seconded by Mayor Patrick Cale to approve final payment for the Southwest Zone Mill and Overlay Project, in the amount of $196,930.50, to APAC Central, Inc.

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

Carried - Unanimously

5. Consider approval of an honorary street name for Lawrence Thompson, Sr., designating a portion of 20th Street located in front of Deans Chapel Baptist Church, as "Lawrence Thompson Sr., Way," or take other necessary action. (Deputy Mayor Derrick Reed and Councilor Melody Cranford)

Councilor Melody Cranford stated Deacon Thompson is a lifelong resident of Muskogee, a proud Veteran, and a great historian of Muskogee. She stated the street naming would be a great way to honor his legacy.

Earnest Nero, Jr. spoke in favor of the honorary street name for Lawrence Thompson, Sr.

Mike Ragsdale spoke in favor of the honorary street name for Lawrence Thompson, Sr.

Lori Thompson spoke in favor of the honorary street name for Lawrence Thompson, Sr.

Brenda Ledbetter spoke in favor of the honorary street name for Lawrence Thompson, Sr. .

Motion was made by Vice Chair Dan Hall, seconded by Mayor Patrick Cale to approve an honorary street name for Lawrence Thompson, Sr., designating a portion of 20th Street located in front of Deans Chapel Baptist Church, as "Lawrence Thompson Sr., Way."

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

Carried - Unanimously

6. Consider approval of the appointment of John Hayes to the Muskogee Industrial Trust, to serve a six (6) year term, filling the expiring term of Stephanie Folsom, beginning August 1, 2025, and ending July 31, 2031, or take other necessary action. (Councilor Jaime Stout)

Motion was made by Committee Member Jaime Stout, seconded by Committee Member Shirley Hilton-Flanary to approve the appointment of John Hayes to the Muskogee Industrial Trust, to serve a six (6) year term, filling the expiring term of Stephanie Folsom, beginning August 1, 2025, and ending July 31, 2031.

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

Carried - Unanimously

7. Consider approval of the appointment of Dave Ross to the Street Improvement Advisory Board to fill the unexpired term of Mike Brawley, commencing upon appointment, and ending on January 31, 2027, or take other necessary action. (Mayor W. Patrick Cale)

Motion was made by Mayor Patrick Cale, seconded by Vice Chair Dan Hall to approve the appointment of Dave Ross to the Street Improvement Advisory Board to fill the unexpired term of Mike Brawley, commencing upon appointment, and ending on January 31, 2027.

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

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: 07/14/2025
Submitted For: Kendal Francis, City Manager
Initiator: Judy Villalobos, Communications Manager
Department: City Manager
Staff Information Source: Judy Villalobos

Information

AGENDA ITEM TITLE:

Receive report on SeeClickFix, a new mobile app and tool for citizens to utilize and easily report non-emergency issues, and take other necessary action. (Kendal Francis)

BACKGROUND:

On June 30, 2025, the City of Muskogee announced the launch of SeeClickFix, a new mobile app and web tool that empowers residents to easily report non-emergency issues such as potholes, illegal dumping, code violations, and more directly to City departments for resolution.

Available for free download on both iOS and Android devices, the SeeClickFix app allows users to pinpoint issues on a map, upload photos, and submit detailed descriptions, all within seconds. Submissions are instantly routed to the appropriate department, helping the City respond more efficiently and maintain a clean, safe, and vibrant community.

Key issues residents can report include:
Potholes
Overgrown lots or code violations
Illegal dumping or trash

Residents can also track the status of their requests, receive updates, and see when issues have been resolved.

RECOMMENDED ACTION:

Receive report

Fiscal Impact

Attachments

No file(s) attached.

Public Works Committee **3.**

Meeting Date: 07/14/2025
Submitted For: Katrina Bodenhamer, City Attorney
Initiator: Leslie Arnold, Legal Assistant
Department: City Attorney
Staff Information Source: City Attorney

Information

AGENDA ITEM TITLE:

Consider approval of an amendment to the June 2024 Wholesale Water Purchase Agreement with Rural Water District #5, allowing for an increase in the amount of water usage, or take other necessary action. (Katrina Bodenhamer)

BACKGROUND:

The City Attorney's office received a call from RWD #5 requesting an increase in their monthly allotment of water, because they are coming very close each month to exceeding their allotments. Public Works has approved the request for an increase in water allotment.

The water usage will be increased as follows:
Current: 16, 560,720 gallons
2,214,000 cubic feet
22, 140 units

Proposed: 16,812,048 gallons
2,476,000 cubic feet
22, 476 units

Public Works was consulted, and there will be no significant issues with the increase in this allotment.

RECOMMENDED ACTION:

Approve the amendment.

Fiscal Impact

Attachments

Agreement

WATER PURCHASE A G R E E M E N T

THIS AGREEMENT made and entered into this _____ day of _____, 2025, by and between the City of Muskogee, Oklahoma, a municipal corporation, hereinafter called the "SELLER," and Muskogee Rural Water District #5 hereinafter called "BUYER", for the sale of treated water to the BUYER from the SELLER'S water supply system. The terms and conditions of this agreement supersede and replace any all prior agreements between the parties. This Agreement is in accordance with the provisions of 11 O.S. § 22-104 and the Charter of SELLER.

WHEREAS, SELLER owns, operates and maintains a municipal water system and currently produces treated water surplus to the needs of the SELLER and its inhabitants; and

WHEREAS, the BUYER is currently purchasing buy treated water from the SELLER for resale to its current and future members and the current agreement does not allow for sufficient growth of BUYER'S system; and

WHEREAS, the SELLER is willing to sell treated water to the BUYER for the limited purpose of such resale to BUYER'S members; and

WHEREAS, SELLER has treated water and possesses authority to sell the same outside the corporate limits as provided in 11 O.S. §22-104 and the Charter of the SELLER; and

WHEREAS, the SELLER'S entire water supply and delivery system is an important factor in SELLER'S ability to supply treated water to BUYER; and

WHEREAS, the SELLER'S entire water supply and delivery system is an important factor in SELLER'S ability to promote economic development for its citizens;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties hereto, it is mutually agreed by and between the SELLER and BUYER as follows:

1. CONDITIONS OF SALE

SELLER will sell and BUYER will buy treated water from SELLER's water supply system in accordance with the terms and provisions of this Agreement and the Muskogee City Code, as now in existence or as hereafter amended. When the phrase Muskogee City Code is used in this agreement it shall include "as now in existence or as hereafter amended" without repeating it each time.

2. MONTHLY SUPPLY/OVERAGE

The maximum monthly supply of water furnished shall meet the reasonable requirements of BUYER which is as follows:

In Gallons per Month/Cubic Feet per Month/Units per Month

Maximum/Month	
16,812,048	gallons
2,476,000	cubic feet
22,476	units

One Unit equals 100 cubic feet or 748 gallons

Any amount used in excess of the amount shown in the column Maximum/Month in "units" will be considered as usage in excess of the BUYER'S allocation and will be billed at the established rate for excess usage set out in Section 5 of this agreement.

3. USAGE

The water purchased by the BUYER will be used exclusively for agricultural (watering of stock and not for irrigation other than a domestic garden), domestic residential and for those commercial customers being served by BUYER the effective date of this agreement. The use of such water shall be restricted similarly to the use of water within the corporate limits of the City of Muskogee in the following zoning districts; single family residential district (B), urban estate residential district (B-1A), offices and personal services district (E), local commercial district (E-1) and agricultural district (A) except that the uses described in Section 90-805 (4) a and b shall not be permitted. The above zoning district references are found in Chapter 90 of the Muskogee City Code, and the conditions shall be in effect during the term of this contract or any extensions thereof.

4. TEMPORARY RESTRICTIONS

The SELLER shall take such action as is reasonably necessary to furnish BUYER treated water. As set out in Section 82-206 of the Muskogee City Code the quantity of water is not and cannot be guaranteed. Temporary or partial failure to deliver water shall be remedied as soon as reasonably possible.

In the event of an extended shortage of water, whether caused by equipment failure or an inadequate supply of raw (untreated) water, the water supplied to BUYER shall be reduced or diminished in the same proportion as the supply to the SELLER'S other customers located outside of SELLER'S city limits, unless the cause is a failure of the water main serving BUYER. If such an event is isolated to the SELLER'S ability to supply only the BUYER, SELLER shall take such actions as are reasonably necessary to remedy the cause of such shortage unless the failure is on BUYERR'S side of the master meter in which event the repairs to said line are the responsibility of the BUYER.

In the event the SELLER announces emergency water rationing and a water use restriction policy for SELLER'S other customers outside the SELLER'S city limits the same restrictions shall apply to BUYER. The BUYER shall enforce the rationing and use restriction rules among its customers. NONCOMPLIANCE by the BUYER of this provision constitutes cause for SELLER to suspend or reduce delivery of water to BUYER. REPEATED violation of this provision shall be cause for SELLER to immediately terminate this agreement without notice.

5. TERMS OF SALE

A. BASE RATE. BUYER will pay to SELLER an amount for all treated water furnished by SELLER delivered by SELLER to BUYER'S connections (point of delivery) at the rate set out in appendix A of the Muskogee City Code, as amended and more thoroughly explained in the attached "EXHIBIT A".

B. EXCESS USAGE RATE. BUYER will pay to SELLER two times the amount of the "BASE RATE" (2 x base rate) per one hundred cubic feet (per unit) of water usage over the MAXIMUM/MONTH usage which is 16,812,048 gallons or converted to units 22,140 units. See the base rate set out in appendix A of the Muskogee City Code, as amended and more thoroughly explained in the attached "EXHIBIT A".

C. The SELLER at its sole discretion may adjust its rates at the same time that it adjusts its rates for its other customers located outside the city limits of SELLER. SELLER shall provide BUYER with a minimum of thirty (30) days notice before the effective date of the rate adjustment.

6. EASEMENTS AND RIGHT-OF-WAY

Prior to the effective date of this agreement BUYER and SELLER had in force and effect one or more agreements for the sale of potable water to BUYER. If additional connections to SELLER'S system are desired by BUYER, BUYER, at its own cost and expense, shall construct any necessary water line from SELLER'S system to SELLER'S city limits and said water line shall be constructed in accordance with Muskogee City Code. If an additional meter is required it shall be placed as set out in City Council Policy 8-1 at the SELLER'S City Limits. The BUYER shall pay SELLER all required tapping fees as required by the Muskogee City Code. If additional right-of-way or easements are required BUYER will, at BUYER'S expense, obtain and file of record, all additional right-of-way or easements. If said right-of-way or easements are located within the city limits of SELLER, BUYER shall dedicate such right-of-way or easements to the SELLER.

7. METERS AND METERING

Water delivered to the BUYER shall be metered in accordance with the provisions of the Muskogee City Code. BUYER shall install and maintain an approved preventive

backflow device to eliminate any possibility of the BUYER'S system contaminating the SELLER'S water supply system. The tap, meter box, and backflow device shall be installed, at the BUYER'S expense, by a qualified plumber, licensed in the State of Oklahoma, in accordance with the Muskogee City Code and inspected by the SELLER. The BUYER shall pay applicable charges for the water meter to the SELLER in accordance with the Muskogee City Code and said meter will be installed by the SELLER. The meter(s) shall be the property of the SELLER.

SELLER makes no representation to the satisfactory pressure and flow at the point of connection.

The meter(s) shall be read by the SELLER on a monthly basis. The SELLER shall submit a written statement of the monthly water charges to the BUYER. In the event a meter becomes defective or inoperable, a reasonable estimate of the water consumed will be made by SELLER. The estimated amount of water furnished, during the billing period during which the meter fails to register, will be deemed to be the greater of the amount of water delivered in the previous month or the corresponding month of the previous year. A statement based on this estimate will be accepted and paid by the BUYER.

8. PAYMENT

SELLER will bill the BUYER on or about the first business day of each month. The bill will set out the amount of water delivered to BUYER during the preceding billing period and the amount owed by BUYER for that billing period. BUYER shall pay all invoices received from SELLER by the date stated on the bill. In the event that BUYER fails to make timely payment of any sums by the due date, a late fee of 10% per annum of the total invoiced amount that is not paid by the applicable due date will be charged. Further, SELLER reserves the right to cease Services upon BUYER'S failure to pay all amounts owed under this Contract. Repeated failure of BUYER to pay the bill within the applicable time limit shall be cause to terminate the agreement.

9. CUSTOMERS AND SERVICE TERRITORY

BUYER agrees that BUYER shall not permit any other person or entity to connect to or obtain any water from the water system covered under this Agreement except BUYER'S customer members, see paragraph 3 above for restrictions. BUYER agrees not to sell any treated water to any bulk water user, town, city, private water association or water district that is not currently a customer of BUYER. Violation of this provision shall cause the SELLER to immediately terminate the sale of water to BUYER without notice, and SELLER shall prepare statement for water used, and payment shall be made in compliance with Section 8, above. BUYER'S service territory is that territory approved by the Muskogee County Commissioners, the existing territory of Muskogee County Rural Water District #5.

BUYER agrees that it will not serve or assert any exclusive right to serve any customer or territory, other than new customers of BUYER within the territory described in the above paragraph. If the Buyer does not have the present ability to serve all water

service needs of any new customer, including water requirements for fire protection and fire suppression and any reasonably anticipated future water service needs of its current water customers and territory Buyer shall negotiate the service of the new customer with the Seller which may include allowing the Seller to serve the new customer within the Buyer's territory. As used herein "present ability to serve" means that BUYER'S distribution system is in place and BUYER has sufficient water both by volume and pressure to provide the needs of the new customer which may include fire suppression requirements meeting the minimum standards of the Oklahoma Department of Environmental Quality.

BUYER agrees that it will not sell water, from whatever source obtained, to additional residential users, new or existing subdivisions, mobile home courts, other similar high-density developments, commercial or industrial users that are not located within BUYER'S approved service area.

10. ASSIGNMENT

The rights and privileges granted by the terms of this Agreement are not assignable by either party. In the event of any occurrence rendering the BUYER incapable of performing under this agreement any successor to BUYER shall be required to enter into a new agreement with SELLER within ninety days (90) of assuming SELLER'S customer members.

11. TERM

The term of this agreement is for the period from the date of execution through midnight June 30, 2026. This agreement will automatically be extended for additional one (1) year terms under the same identical terms and conditions as are set out herein. Any additional one year term will commence on a July 1st and end on a June 30th of the next calendar year unless either party gives written notice to the other one hundred eighty days (180) prior to the contracts next expiration date that the agreement will not be renewed.

12. TERMINATION

This Agreement shall terminate on the occurrence of any of the following:

a. giving of the notice as provided in Section 11 above.
b. the BUYER'S default in the payment of all or any amount billed by the SELLER for more than thirty (30) days or as provided in Section 8 above.
c. the insolvency, assignment for the benefit of creditors or the filing of a petition in bankruptcy by or against BUYER.
d. BUYERS default in the performance of any provision of this agreement where BUYER has been given notice and has not corrected the default within 10 business days.
e. A change in state or federal law (including regulations) that alters the terms of this agreement or that changes the rights or obligations of the parties.
f. as elsewhere set out in this agreement.

g. SELLER's City Council declares by a duly adopted resolution that the water being furnished under this Agreement is required by SELLER for its own use and the use of its inhabitants. The determination by the City Council of the SELLER shall be final and is not subject to appeal.

13. RULES AND REGULATIONS

All improvements constructed by BUYER on SELLERS side of the master meter in the furtherance of this agreement shall conform to all applicable provisions of the Muskogee City Code, state statute and federal law.

14. TENANCIES

In the event that water service from the SELLER is terminated by either party, the BUYER agrees and covenants that it will release and discharge each, every and all tenancies or other right to use the property of the SELLER that may be granted to the BUYER to accomplish the purposes of this Agreement and will execute such written releases as may be required by the SELLER.

15. NO PROPERTY RIGHTS.

It is expressly understood and agreed by the parties that no provision of this Agreement is to be construed to grant to BUYER any property rights of any nature or kind whatsoever and particularly in SELLER'S water system or the waters stored therein.

16. NO THIRD PARTY BENEFICIARIES

This Agreement is solely between and for the benefit of the executing parties. No provision of this Agreement shall be construed to create third party beneficiaries or to create or establish rights or warranties expressly, implicitly or otherwise in favor of any individuals including but not limited to the customer members of the BUYER.

17. INDEMNITY

BUYER agrees to indemnify, defend and hold harmless the SELLER and any and all of its officers, employees and agents and representatives from any claims, obligations and liabilities resulting from the construction, maintenance, operation and existence of the taps, meter pits and meters, valves, necessary water lines, and any other improvement deemed necessary by the parties to carry out this agreement.

BUYER agrees to indemnify, defend and hold harmless the SELLER and any and all of its officers, employees, agents and representatives from any claims, suits, lawsuits, damages or injuries or any type brought by BUYER'S customers or members due to the inability of SELLER to supply water or water pressure.

Either party shall give the other party prompt and timely notice of any claim made arising out of this Agreement or the activities contemplated herein which in anyway, directly or indirectly, contingently or otherwise affects or might affect the other.

18. NOTICES

Notices shall be sent by first-class United States Mail postage prepaid, signed by the party giving such notice and addressed as follows:

To the SELLER
City Manager
City of Muskogee
229 West Okmulgee
Muskogee, OK 74401

To the BUYER
Manager
Muskogee Rural Water District #5
7181 S. Cherokee
Muskogee, OK 74403

19. AMENDMENT

No provision of this Agreement may be amended, waived or otherwise modified without the prior written consent of each party.

20. SURVIVAL

All promises, covenants, agreements, representations and warranties contained herein shall survive the execution and delivery and the subsequent termination of this Agreement and the transactions contemplated herein.

21. ENTIRE UNDERSTANDING

The Agreement contains the full, entire and integrated agreement, promises and understanding between the parties with respect to the covenants, promises and terms contained herein. No representations, warranties, provisions, covenants, agreements or understandings, whether written or oral and not contained herein or referred to shall be of any force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____, 2025.

THE CITY OF MUSKOGEE, OKLAHOMA
A municipal corporation,

_____
W. PATRICK CALE, MAYOR

ATTEST:

_____
TAMMY L. TRACY, CITY CLERK

APPROVED as to form and legality this ___ day of _____, 2025.

_____
KATRINA BODENHAMER, CITY ATTORNEY

Muskogee County Rural Water District #5

~~CHAIRMAN~~ Vice Chairman

~~SECRETARY~~

EXHIBIT A

New Base Rate Effective July 25, 2024, as per City of Muskogee Resolution #2977 which has been previously provided to you	$2.06 per 100 Cubic Feet (1 Unit)

Public Works Committee **4.**

Meeting Date:	07/14/2025		
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 to accept a grant from the Oklahoma Department of Environmental Quality (ODEQ) in the amount of $17,592.00, for reimbursement of funds expended to purchase a used forklift, and authorize the City Manager to negotiate and execute an agreement for an Interagency Contract between ODEQ and the City of Muskogee, for the purchase of a used forklift in FY2025-2026, or take other necessary action. (Mike Stewart)

BACKGROUND:

City Staff applied for and received a grant from the Oklahoma Department of Environmental Quality to assist in purchasing a used fork lift to be used at the Recycling Center. The maximum value for the reimbursement grant is $17,592.00/
The current fork lift at the recycle center is in need of repair and does not currently meet the needs of the recycling center.

RECOMMENDED ACTION:

Consider approval

Fiscal Impact

FUNDING SOURCE:

212-6050-432-46.35

Attachments

Reimbursement Contract

REIMBURSEMENT CONTRACT

This Contract made for the reimbursement of recycling equipment for purposes of administering the Oklahoma Solid Waste Management Act. by and between the State of Oklahoma, ex.rel. The Department of Environmental Quality hereinafter referred to as "Department" and/or DEQ and City of Muskogee hereinafter referred to as "Contractor". In consideration of the provisions set forth herein; the parties mutually agree to the following provisions and any Addenda attached hereto and incorporated herein; Therefore, in consideration of the foregoing and the mutual Contracts set forth, Contractor and Department agree as follows:

I. STATUTORY AUTHORITY AND EFFECTIVE DATES OF CONTRACT

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

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

iii. In consideration of Contractor's completion of the work described, DEQ shall reimburse Contractor for eligible costs not otherwise reimbursed by another funding source. The maximum value of this Agreement shall not exceed $17,592.00; however, DEQ must be billed for exact cost of the allowable services under this agreement; no overage will be paid.

iv. The Contract shall be in effect for the period from the date the contract is signed by both parties, or the day an executed Purchase Order has been issued, whichever is later through June 30, 2026.

II. REQUIREMENTS FOR DEQ FUNDS:

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

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

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

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

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

vi. Contractor must maintain records of property acquired with DEQ funds from the date of acquisition through final

disposition. A control system must be developed to ensure adequate safeguards against loss, damage, or theft, adequate property records must be maintained, and a physical inventory must be completed at least once every two years.

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

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

III. COMPLIANCE

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

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

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

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

v. The Contract agrees to comply with the State of Oklahoma Contractor Registration Requirements. Requirements and Registration is available at: https://oklahoma.gov/omes/divisions/central-purchasing/suppliers-and-payees/supplier-portal.html

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

vii. Termination of Contract shall be based on:

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

b. TERMINATION FOR CONVENIENCE: The State may terminate the Contract, in whole or in part, for convenience if the State Purchasing Director determines that termination is in the State's best interest. The State Purchasing Director shall terminate the Contract by delivering to the Contractor a Notice of Termination for Convenience specifying the terms and effective date of Contract termination. The

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

IV. COMPENSATION AND APPROPRIATIONS

i. COMPENSATION: In consideration of the faithful performance by the Contractor of the services identified in the Statement of Work and in conformity with the administrative procedures set forth herein, the Department agrees to compensate Contractor an amount not to exceed seventeen thousand five-hundred ninety-two Dollars | $17,592.00 unless amended in writing and approved by Contractor and Department. Compensation may be less than that requested in Contractor's application.

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

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

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

V. GENERAL PROVISIONS

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

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

or grantor agency. Any subcontracts shall be terminated if a conflict of interest arises between the subcontractor and the Department.

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

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

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

vi. AUDIT AND RECORDS CLAUSE: As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data or in any other form. In accepting any contract with the State, the contractor agrees any pertinent State or Federal agency will have the right to examine and audit all records relevant to the execution of the resultant contract. The contractor is required to retain all records and supporting documentation relative to this contract for the duration of the contract term and a period of seven years following completion and/or termination of the contract. If an audit, litigation, or other action involving such records is started before the end of the seven-year period, the records are required to be maintained for seven years from the date that all issues arising out of the action are resolved or until the end of the seven-year retention period, whichever is later. Contractor agrees the review of all records as they relate to the performance of professional services are to be subject to examination by the Department, the State Auditor and Inspector and the State Purchasing Director.

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

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

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

x. AMENDMENT AND MODIFICATION: No oral statement of any person shall modify or otherwise affect the terms, conditions, or contract stated in the solicitation. All amendments to the solicitation shall be made in writing by the Agency. The Contract is issued under the authority of the State Purchasing Director who signs the Contract. The Contract may be modified only through a written Addendum, signed by the State Purchasing Director and the Contractor. Any change to the Contract, including but not limited to the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the Agency in writing, or made unilaterally by the Contractor, is a breach of the Contract. Unless otherwise

specified by applicable law or rules, such changes, including unauthorized written Addendums, shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or contract stated in the resultant Contract.

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

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

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

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

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

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

xvii. INDEMNIFICATION: The Contractor shall obtain and retain insurance, including workers' compensation, automobile insurance, medical malpractice if appliable, and general liability insurance of no less than $1,000,000.00 to adequately compensate persons for injury to their person or property occasioned by an act of negligence by the Contractor, its agents, employees or the like. Contractor may not cancel or transfer the policy without giving the State thirty (30) days written notice prior to the cancellation or transfer. The Contractor shall timely renew the policies to be carried pursuant to this section throughout the term of the contract and provide the State with evidence of such insurance and renewals upon request. Notice of Self Insurance can also constitute policies and shall be provided for proof at the beginning of any renewal. Contractor shall be entirely responsible during the existence of the Contract for the liability and payment of taxes payable by or assessed to Contractor or its employees, agents and subcontractors of whatever kind, in connection with the Contract. Contractor further agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and Workers' Compensation. Neither Customer nor the State shall be liable to the Contractor, its employees, agents, or others for the payment of taxes or the provision of unemployment insurance and/or Workers' Compensation or any benefit available to a State or Customer employee. The Policy Certificate Holder shall be listed as State of Oklahoma Department of Environmental Quality 707 N. Robinson | Post Office Box 1677 Oklahoma City, Oklahoma 73101-1677 on all insurance certificates.

xviii. DELIVERY: F.O.B. DESTINATION: Delivery, Inspection and Acceptance: Unless otherwise specified in the contract documents, all deliveries shall be F.O.B. Destination. The Contractor(s) awarded the Contract shall prepay all

packaging, handling, shipping and delivery charges and firm prices quoted in the bid shall include all such charges. All products and/or services to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the State at destination. "Destination" shall mean delivered to the receiving dock or other point specified in the purchase order. The State assumes no responsibility for goods until accepted by the State at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the Contractor until accepted by the receiving agency. The Contractor(s) awarded the Contract shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance. Contractor(s) awarded the Contract shall be required to deliver products and services as bid on or before the required date. Deviations, substitutions or changes in products and services shall not be made unless expressly authorized in writing by the Agency.

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

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

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

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

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

xxiv. **Proper Invoice:** An invoice is considered proper if sent to the proper recipient and goods or services have been received. Contractor shall invoice DEQ monthly for the costs specified within the contract and/or purchase orders. The proper recipient of invoices is DEQ Accounts Payable. Invoices shall be sent to: Oklahoma Department of Environmental Quality Attention: Accounts Payable P.O. Box 1677 Oklahoma City, Oklahoma 73101-1677 or mail to AccountsPayable@deq.ok.gov. Failure to comply may result in late payments. Invoices shall contain the purchase order number, a description of the products delivered or services provided, the dates of such delivery

or provision of services, and the Contractor's Federal Employer Identification number.

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

In witness whereof, this Contract, consisting of nineteen (19) pages has been executed and delivered effective as of the date first above written.

Electronic Signature page will replace this page if applicable.

City of Muskogee
PO Box 1927
Muskogee, 74401

Signature of Authorized Representative

Printed Name of Authorized Representative

Title of Authorized Representative

State of Oklahoma
Oklahoma Department of Environmental Quality
707 N. Robinson, P.O. Box 1677, Oklahoma City, Oklahoma, 73101-1677

Signature of Authorized Representative

Printed Name of Authorized Representative

Title of Authorized Representative

Attachment A: Application

Community Based Environmental Protection Projects
Oklahoma Department of Environmental Quality
Request to Enter Contract for Reimbursement
Equipment Grant Application FY26

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

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

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

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

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

Basic Information:

- Grants are provided on a reimbursement basis.
- **Grantees must enter into a formal Agreement with DEQ as vendors. Until a fully executed Agreement and Purchase Order are issued, no funds are available. Funds spent prior to a formal Agreement and Purchase Order are not reimbursable.**
- All awarded funding must be spent in the fiscal year granted.
- Agreements expire June 30, 2026.
- Final invoices are due by August 31, 2026. Invoices submitted after August 2026 may not be reimbursed.

Process for Receiving Funds

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

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

Application Submittal Instructions

Return by e-mail to SWGrants@deq.ok.gov with the subject line,
"[Organization] FY26 [grant type] Grant Application DEQ"
e.g., Oklahoma County FY26 Equipment Grant Application DEQ

Or send a hard copy to:
Oklahoma Department of Environmental Quality
Attn: Libby McCaskill, Land Protection Division
P.O. Box 1677
Oklahoma City, OK 73101-1677
Phone: 405-702-5100
Fax: 405-702-5101

Equipment Grant

These grants are for purchasing solid waste management equipment valued between $5,000 and $50,000. Examples include brush chippers, recycling equipment such as balers, HHW facility equipment, and composting equipment. These are typically one-time purchases. Storage and maintenance plans must be included with the application. Equipment means tangible, non-expendable property having useful life of more than one (1) year and an acquisition cost between $5,000 and $50,000 per unit. Equipment purchased with DEQ funds may not be offered as collateral in any transactions or sold within three (3) years from the date of purchase unless otherwise agreed by DEQ. Grant Recipients are required to submit appropriate invoicing and to provide monthly photos and metrics.

NEW: **DEQ will reimburse 80% of equipment costing $5,000-$50,000.**

Equipment Grant Application FY26

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

1. Date:

1/10/2025

2. Legal Name of organization that reimbursements will be issued to:

City of Muskogee

3. Equipment being Fork Lift requested:

4. Total Cost of Equipment: 21,989

5. Dollar Amount being Requested: 17,591.20

6. Contact information for organization

Name/Title:	Abigail Wright

Phone Number:	(918)684-6239
E-mail Address:	awright@muskogeeonline.org

7. Signatory Authority for organization with legal authority to sign contract with DEQ:

Name/Title:	Roger Kolman Assistant City Manager
Phone Number:	(918)682-6602
E-mail Address:	rkolman@muskogeeonline.org

8. Addresses

The contract will be sent here for signature (name and e-mail):	rkolman@muskogeeonline.org
Reimbursements will go to this mailing address*:	PO BOX 1927 Muskogee OK 74401

*The address provided here must be registered in the Oklahoma Supplier Portal. If your organization is not registered as an Oklahoma Supplier, you must register here to be able to receive funds from the state: https://oklahoma.gov/omes/divisions/central-purchasing/suppliers-and-payees/supplier-portal.html

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

Questions	Answers
a. Please attach specifications and cost estimates for the requested equipment.	

Questions	Answers
b. Describe what this equipment will be used for:	A newer used forklift will be used to move bales of plastic at the recycle center from the storage area to the National Waste truck that hauls plastic for us.
c. Who will be served by this program (municipalities, county, region, estimate population)?	The recycle center is open to anyone. City of Muskogee residents and non-city residents.
d. What type of solid waste will be managed with this equipment?	Our Plastic bales will be handled with this equipment
e. How is this waste currently managed?	We currently have an old fork lift but it is not in good shape and it is harder for it to lift the plastic bales.
f. How will the equipment improve the management of this waste?	A new used forklift will enable us to easily move plastic bales at the recycle center and also while loading the plastics in a truck for final recycling by National Waste.
g. What is the environmental benefit of purchasing this equipment? (e.g., waste reduction, resource conservation, pollution prevention, litter abatement, education)?	We will use the equipment to help recycle plastic 1& 2 bottles and containers.

Questions	Answers
h. Are you partnering with anyone else to purchase this equipment? To make more efficient use of limited funding, DEQ will prioritize applications that propose partnerships and collaboration.	We are not partnering with anyone at this time.
i. Have you received a previous grant from the DEQ? If so, what years, what dollar amounts did you receive, and how much of that funding did you spend?	Yes, We received a collection Grant in FY 2025 for $30,000 and we spent $29,155.50 We received another collection grant in FY 24 for $30,000 and we spent $26,052

	We received an Equipment Grant in FY 24 for $39,072 and we spent $36,751.00 **We also received a collection grant in 2021 for $30,000 and we spent $36,312.30.**

Questions	Answers
j. Describe your maintenance plans.	We plan to keep the forklift in proper working order. We will complete oil changes and required maintenance when needed by our Garage. There are no maintenance agreements with the seller at this time.
k. Describe your storage plans.	We plan to build a metal storage structure to place the forklift under. We also plan to cover the forklift when not in use with a rain cover.
l. If replacing existing equipment, what will you do with the old equipment?	The old equipment will be used by other city departments or sold via surplus

Questions	Answers
m. What metrics will you track monthly to demonstrate Return on Investment (ROI)?	The number of bales of plastics that have been hauled with the forklift can be tracked monthly.
n. Describe your reuse plan for the material you will be managing, if applicable. (i.e., if you are requesting a chipper, how will you beneficially reuse the wood chips: free to citizens, mulching community parks/gardens, etc.?)	The #1 & 2Plastics are recycled.

o. How did you hear about DEQ's Solid Waste Management Grant Program?	By email

Question	Answer
p. Is there any other information that you would like to share?	Thank you for your consideration.



GREAT LIFT LOOKING FOR A FOREVER HOME!



Photos from this fleet of lifts. All have received the same paint & body treatment. Your exact unit may vary slightly.

Model	H80XL	**Serial #**	F005D03613L		
Year	1990				
Capacity	8,000 @ 24" Load Center (Less de-rate for two stage)				
Mast	Two stage - Wide View	**Mast Measurements** - Approx Lowered		107	8'11"
Attachmt(s)	N/A	Approx Raised		165	13'9"
Type	Pneumatic - Sit Down	**Approx Weight**		12650	
Tires	Good Tires!				
Fuel	Gasoline				
Hours	1542	**Fork Length**	Standard	**Style**	Single Drive
Transmission	Lever Shift (automatic)			**Load Back Rest**	Yes
Engine	Good Engine (Diesel powered! Great torque & longevity!)				
Quantity	4 (Units sell quickly! Quantity subject to change daily.)				
Availability	**All equipment is sold on a "first come first serve" basis! Commit now to cherry pick the nicest, lowest hour machine!**				
Comments	Always serviced and well maintained. Hyster is a leading global manufacturer of lift trucks and warehousing equipment. Hyster is known for their dependable name that has led thousands to be more productive.				

PURCHASE TODAY!

Invest in your business!

OSHA Cert. INCLUDED with purchase!
$875 Value!

NO-HAGGLE PRICE
$21,989
* plus tax

FINANCING OPTIONS

* New machines only

36 months	48 months	60 months	72 months
$744	$545	$455	$396

Lease rates based on average approved credit. These rates may vary based on personal credit or other factors.

* plus tax

RENTAL OPTIONS

AVAILABLE FOR RENT: $1,795/Mo - $675/Wk - $239/Day

FORKLIFT CONDITION

Condition Rating - "Rental"

CLICK HERE FOR THE 5 CONDITIONS OF A FORKLIFT DEFINED

- This lift has or will go through our Service Process prior to delivery.
- Most lifts have or will go through full paint and body work in our paint & body shop. Units may also be purchased with "As Is" paint and body.

MUST-WATCH video before purchasing your equipment!



OSHA CERTIFICATION

- Free OSHA Certification provided with the purchase of any new or pre-owned lift!
- $875 value!

WARRANTY INFORMATION

- Pre-owned units are priced wholesale and sold "As Is" to save you money.
- Units 5 years old or newer with less than 5,000 hours qualify for an "AmTrust" after-market warranty (ask your salesperson for details).
- We offer maintenance plans to keep your new lift dependable for years to come!

FREIGHT

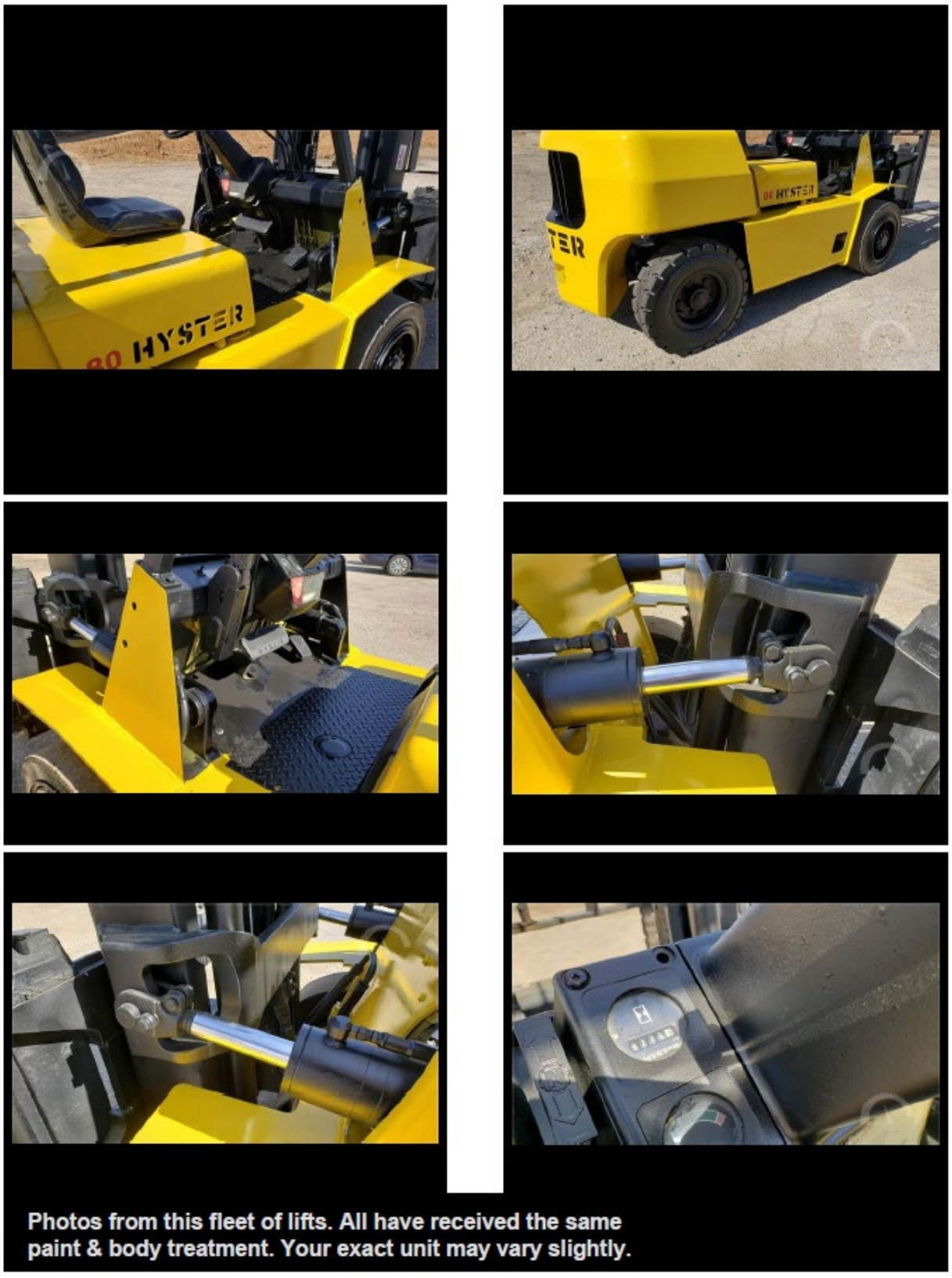
- Let us negotiate discounted freight rates for you making your life simple and easy.

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We also offer Brand New OCTANE Forklifts for the peace of mind of a Factory Warranty!
GET A QUOTE NOW!
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Photos from this fleet of lifts. All have received the same paint & body treatment. Your exact unit may vary slightly.



Photos from this fleet of lifts. All have received the same paint & body treatment. Your exact unit may vary slightly.

Public Works Committee **5.**

Meeting Date:	07/14/2025		
Submitted For:	Tammy Tracy, City Clerk	Initiator:	Tammy Tracy, City Clerk
Department:	City Clerk		
Staff Information Source:	Councilor Melody Cranford		

Information

AGENDA ITEM TITLE:

Consider approval of the reappointment of Dr. Fred Reufer to serve a second seven (7) year term on the Muskogee Medical Center Authority, beginning September 1, 2025, and ending on August 31, 2032, or take other necessary action. (Councilor Melody Cranford)

BACKGROUND:

Dr. Fred Reufer's first term will expire on August 31, 2025. Resolution No. 2997, approved by City Council on June 24, 2024, amended the MMCA bylaws to allow members to serve up to two (2) consecutive seven (7) year terms.

RECOMMENDED ACTION:

Approval of appointment

Fiscal Impact

Attachments

No file(s) attached.

Public Works Committee **6.**

Meeting Date:	07/14/2025		
Submitted For:	Kendal Francis, City Manager	Initiator:	Tammy Tracy, City Clerk
Department:	City Clerk		
Staff Information Source:			

Information

AGENDA ITEM TITLE:

Consider approval of the appointment of Wren Stratton to the Eastern Oklahoma District Library System Board of Trustees, to serve a three (3) year term beginning July 1, 2025, and ending June 30, 2028, as recommended by the Board or Trustees, or take other necessary action. (Kendal Francis)

BACKGROUND:

In accordance with the provisions of the Oklahoma Library Code, Constitution of Oklahoma, Article 2, Section 12 and 51 O.S. 1971, Section 6, the Eastern Oklahoma District Library System Board of Trustees is requesting the City Council appointment of Wren Stratton to the Board of Trustees.

RECOMMENDED ACTION:

Approve the appointment.

Fiscal Impact

Attachments

Wren Stratton

June 2, 2025

City of Muskogee
City Clerk
PO Box 1927
Muskogee, OK 74402

City Council Members,

The Eastern Oklahoma Library System requests the appointment of **Wren Stratton** to the Library System's Board of Trustees, in accordance with the provisions of the Oklahoma Library Code 65 O.S. 1981, Section 4-103 (b).

Enclosed are three (2) copies of the Certification of Library Board Appointment forms. Should you decide to appoint, please sign all copies; retain one (1) copy for your files and return the other copy (1) in the enclosed envelope.

Your consideration of this appointment is greatly appreciated.

Sincerely,

Dr. Kathy Seibold
Executive Director