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
DECEMBER 1, 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 November 3, 2025, or take other necessary action.

2. Hold a Public Hearing and discuss Resolution No. 3064, a Land Use Amendment request, to allow for the rezone of property located at 4801 West Okmulgee Street, and if approved, authorize Staff to update the Official Zoning Map of the City, or take other necessary action. (Sarah Winkle)

3. Hold a Public Hearing and discuss Ordinance No. 4281-A, a request to rezone property located at 4801 West Okmulgee Street, rezoning the property from C-1, Local Commercial, to R-5, Mobile Home, and if approved, authorize Staff to update the Official Zoning Map of the City, or take other necessary action. (Sarah Winkle)

4. Receive and discuss report from Staff regarding the itemized bid breakdown for the new Wastewater Treatment Plant, and take any necessary action. (Mike Stewart)

5. Consider approval to authorize the City Manager to amend the Emergency Stormwater Contract between the City of Muskogee and Utilicore, to increase the not-to-exceed amount from $200,000.00 to $400,000,00, or take other necessary action. (Mike Stewart)

6. Consider approval to adopt a corrected Citizen Participation Plan as required for the City's applications to the CDBG-DR 2022 funding for the Meadows Stormwater Master Plan Study and the Meadows Housing Buyout Projects, or take other necessary action. (Mike Stewart)

7. Consider approval to adopt a Subrogation Agreement, CDBG-DR 2022, as required for the applications to the CDBG-DR 2022 funding for the Meadows Stormwater Master Plan Study and the Meadows Housing Buyout Projects, or take other necessary action. (Mike Stewart)

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: 12/01/2025
Initiator: Jennifer Sharp, Admin II
Department: City Clerk
Staff Information Source:

Information

AGENDA ITEM TITLE:

Consider approval of Public Works Committee Minutes of November 3, 2025, or take other necessary action.

BACKGROUND:

RECOMMENDED ACTION:

Fiscal Impact

Attachments

11032025 pwmin

MINUTES

OF THE PUBLIC WORKS COMMITTEE
OF THE CITY OF MUSKOGEE, OKLAHOMA
MET IN REGULAR SESSION
IN COUNCIL CHAMBERS OF CITY HALL
NOVEMBER 3, 2025

The Public Works Committee of the City of Muskogee, Oklahoma, met in Regular Sessions at 5:30 p.m., November 3, 2025, in Council Chambers, Municipal Building, 229 W. Okmulgee Ave., Muskogee, Oklahoma.

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

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; Kenna Terrell, Deputy City Clerk; Tera Shows, Assistant City Manager; Keri Spencer, Deputy City Attorney; Robert Swepston, Director of Equipment Management; Reggie Cotton, Deputy Police Chief; Jeff Reeves, Project Manager; Mark Wilkerson, Parks & Recreation Director; Abby Wright, Environmental Technician; Brooke King, Asst. Director of Parks & Recreation

1. Consider approval of Public Works Committee Minutes of October 6, 2025, or take other necessary action.

Motion was made by Committee Member Shirley Hilton-Flanary, seconded by Vice Chair Dan Hall to approve Public Works Committee Minutes of October 6, 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. (No Action) Receive the 2025 annual report on the Industrial Pretreatment Program Performance Summary, or take other necessary action. (Mike Stewart)

Environmental Technician Abby Wright provided the 2025 annual report on the Industrial Pretreatment Program Performance Summary.

3. (No Action) Discuss the operations and maintenance, state of affairs, and partnerships with the City to support youth baseball, softball, and soccer at Love Hatbox Sports Complex, and take other necessary action. (Kendal Francis)

Assistant Director of Parks and Recreation Brooke King presented a PowerPoint showcasing the recent upgrades and repairs made to the Love Hatbox Sports Complex and plans for the upcoming year.

Committee Member Jaime Stout requested this item be tabled until the associations were available to attend.

Chair Tracy Hoos stated no action is necessary at this time, and suggested the Agenda Item be placed on the next City Council meeting agenda on November 24, 2025.

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.

Melody Cranford announced a community event feeding the community called H.O.P.E. (Helping Other People Endure) in which the congregation of Old Agency Baptist Church will be feeding the community daily as the SNAP benefits are not being dispersed.

There being no further business, the meeting was adjourned.

CHAIR TRACY HOOS
PUBLIC WORKS COMMITTEE

pwmin
TT

Public Works Committee **2.**

Meeting Date: 12/01/2025

Initiator: Sarah Winkle, Director of Planning and Community Development

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Information

AGENDA ITEM TITLE:

Hold a Public Hearing and discuss Resolution No. 3064, a Land Use Amendment request, to allow for the rezone of property located at 4801 West Okmulgee Street, and if approved, authorize Staff to update the Official Zoning Map of the City, or take other necessary action. (Sarah Winkle)

LEGAL DESCRIPTION:

Block 1 less the North 10 feet thereof for Highway and all of Lots 2, 3 and 4 in Block 2, and Lots 1 through 8 both inclusive in Block 3, Less the North 10 feet of Lots 1 through 4 Block 3 for Highway, and Lot 1 and 2 in Block 4, and Lots 1 through 4, both Inclusive In Block 9, all In Dickinson Addition to the City of Muskogee, Muskogee County, Oklahoma.

BACKGROUND:

The applicant has requested a rezone of the property located at 4801 West Okmulgee from C-1 Local Commercial to R-5 Mobile Home. The proposed use of the property will be for residential use. The request does not conform to the 2025 Muskogee Comprehensive Plan and Future Land Use Map which is the reason for this request.

The owners of the property are asking for the rezone to allow for a luxury senior (50+) RV Park. This RV Park will be a gated community with 24/7 security. In addition to the security, there will be on-site management that lives on the property.

Background checks will be conducted on anyone wanting to stay at this RV Park, and there are stipulations on the type of RV and the Year of Manufacture that will be placed on the RV's. No RV's older than 10 years will be allowed to stay on the property.

Some of the safety and management features will include:

- Secure gated access
- On-site live in management
- Completely fenced property
- 40' Storm Shelter
- Hydrants
- RV Inspections

This went to the Planning and Zoning Commission on 11/4/2025 and the vote was approved with conditions. Those conditions are as follows: The Planning Commission recommends approval to City Council of Ordinance 4281-A, a rezone request with conditions as follows: if the follow-through cannot be completed in phases 1-3 as listed in the presentation by the developers and the developers must sell the property, it must be rezoned as C-1.

RECOMMENDED STAFF ACTION:

Hold a Public Hearing and discuss.

Fiscal Impact

Attachments

Resolution
Zoning Map

RESOLUTION NO. 3064

A RESOLUTION APPROVING AN AMENDMENT TO THE FUTURE LAND USE MAP FOR THE CITY OF MUSKOGEE FROM A SUBURBUN RESIDENTIAL AND LOCAL COMMERCIAL DISTRICT TO A TRADITIONAL RESIDENTIAL DISTRICT.

WHEREAS, the City Planning Commission and the Muskogee City Council have adopted the Future Land Use Map; and

WHEREAS, the Future Land Use Map functions as the comprehensive plan in consideration of matters affecting the orderly urbanization of the community; and

WHEREAS, Title 11, Section 43-103, Oklahoma State Statutes, requires zoning districts to be in accordance with the comprehensive plan (Future Land Use Map); and

WHEREAS, the Future Land Use Map recognizes that changes may occur in the community which may cause the necessity of amending said plan; and, WHEREAS, a public hearing has been held on NOVEMBER 4, 2025, before the City Planning Commission on the property described in Section 1 hereof; and

WHEREAS, in accordance with Title 11 Oklahoma Statutes, Section 43-105, the Muskogee City Council shall approve any amendment to the Land Use Plan. NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Muskogee, Oklahoma, that:

SECTION 1. An amendment to the Future Land Use Map from a SUBURBUN RESIDENTIAL AND LOCAL COMMERCIAL DISTRICT TO A TRADITIONAL RESIDENTIAL DISTRICT located on the tracts of land described as:

Block 1 less the North 10 feet thereof for Highway and all of Lots 2, 3 and 4 in Block 2, and Lots 1 through 8 both inclusive in Block 3, Less the North 10 feet of Lots 1 through 4 Block 3 for Highway, and Lot 1 and 2 in Block 4, and Lots 1 through 4, both Inclusive In Block 9, all In Dickinson Addition to the City of Muskogee, Muskogee County, Oklahoma.

FURTHERMORE, if the developers cannot complete phases 1-3 as listed in the presentation and the property must be sold, the tracts of land described as follows will be amended again from A TRADITIONAL RESIDENTIAL DISTRICT to a LOCAL COMMERCIAL DISTRICT as laid out in the recommendation of the Planning and Zoning Commission on November 4, 2025.

Block 1 less the North 10 feet thereof for Highway and all of Lots 2, 3 and 4 in Block 2, and Lots 1 through 8 both inclusive in Block 3, Less the North 10 feet of Lots 1 through 4 Block 3 for Highway, and Lot 1 and 2 in Block 4, and Lots 1 through 4, both Inclusive In Block 9, all In Dickinson Addition to the City of Muskogee, Muskogee County, Oklahoma.

PASSED and APPROVED by the Mayor and Council of the City of Muskogee this _____ day of NOVEMBER, 2025.

_____

W. PATRICK CALE, MAYOR

ATTEST:

_____
TAMMY L. TRACY, CITY CLERK

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

_____

_____
KATRINA BODENHAMER, CITY ATTORNEY

City of Muskogee Zoning Map



10/24/2025

Zoning Districts

- A
- R-1
- C-1
- C-2
- C-3

1:2,257

0 0.01 0.03 0.06 mi

0 0.03 0.05 0.1 km

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

Public Works Committee **3.**

Meeting Date: 12/01/2025

Initiator: Sarah Winkle, Director of Planning and Community Development

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Information

AGENDA ITEM TITLE:

Hold a Public Hearing and discuss Ordinance No. 4281-A, a request to rezone property located at 4801 West Okmulgee Street, rezoning the property from C-1, Local Commercial, to R-5, Mobile Home, and if approved, authorize Staff to update the Official Zoning Map of the City, or take other necessary action. (Sarah Winkle)

LEGAL DESCRIPTION:

Block 1 less the North 10 feet thereof for Highway and all of Lots 2, 3 and 4 in Block 2, and Lots 1 through 8 both inclusive in Block 3, Less the North 10 feet of Lots 1 through 4 Block 3 for Highway, and Lot 1 and 2 in Block 4, and Lots 1 through 4, both Inclusive In Block 9, all In Dickinson Addition to the City of Muskogee, Muskogee County, Oklahoma.

BACKGROUND:

The applicant has requested a rezone of the property located at 4801 West Okmulgee from C-1 Local Commercial to R-5 Mobile Home. The proposed use of the property will be for residential use. The request does not conform to the 2045 Muskogee Comprehensive Plan and Future Land use Map.

Planning Department Analysis

- Current Zoning & Use
  - C-1 Local Commercial
  - Vacant Land
- Proposed Zoning & Use
  - R-5 Mobile Home.
  - Residential Use
- Street Address: 4801 West Okmulgee

The owners of the property are asking for the rezone to allow for a luxury senior (50+) RV Park. This RV Park will be a gated community with 24/7 security. In addition to the security, there will be on-site management that lives on the property.
Background checks will be conducted on anyone wanting to stay at this RV Park, and there are stipulations on the type of RV and the Year of Manufacture that will be placed on the RVs. No RVs older than 10 years will be allowed to stay on the property.

Some of the safety and management features will include:

- Secure gated access
- On-site live in management
- Completely fenced property
- 40' Storm Shelter

- Hydrants
- RV Inspections

This went to the Planning and Zoning Commission on 11/4/2025 and the vote was approved with conditions. Those conditions are as follows:
...recommends approval to City Council of Ordinance 4281-A, a rezone request with conditions as follows: if the follow-through cannot be completed in phases 1-3 as listed in the presentation by the developers and the developers must sell the property, it must be rezoned as C-1.

RECOMMENDED STAFF ACTION:
Hold a public hearing and discuss.

Fiscal Impact

Attachments

Staff Report
Ordinance
Zoning Map
Picture Area
Picture Area 2

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 4801 West Okmulgee Street rezoning the property from C-1 Local Commercial to R-5 Mobile Home, and if approved, authorize staff to update the official city map. (Sarah Winkle)

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 November 4, 2025 at 9:00 A.M.
2. City of Muskogee City Council on November 24, 2025 at 5:30 P.M.

This notice was published in the Muskogee Phoenix for circulation no later than October 14, 2025 and all property owners within a 300 foot radius of the property were noticed.

Legal Description:
Block 1 less the North 10 feet thereof for Highway and all of Lots 2, 3 and 4 in Block 2, and Lots 1 through 8 both inclusive in Block 3, Less the North 10 feet of Lots 1 through 4 Block 3 for Highway, and Lot 1 and 2 in Block 4, and Lots 1 through 4, both Inclusive In Block 9, all In Dickinson Addition to the City of Muskogee, Muskogee County, Oklahoma.

Background:

Planning Department Analysis

- Current Zoning & Use
  - C-1 Local Commercial
  - Vacant Land
- Proposed Zoning & Use
  - R-5 Mobile Home.

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

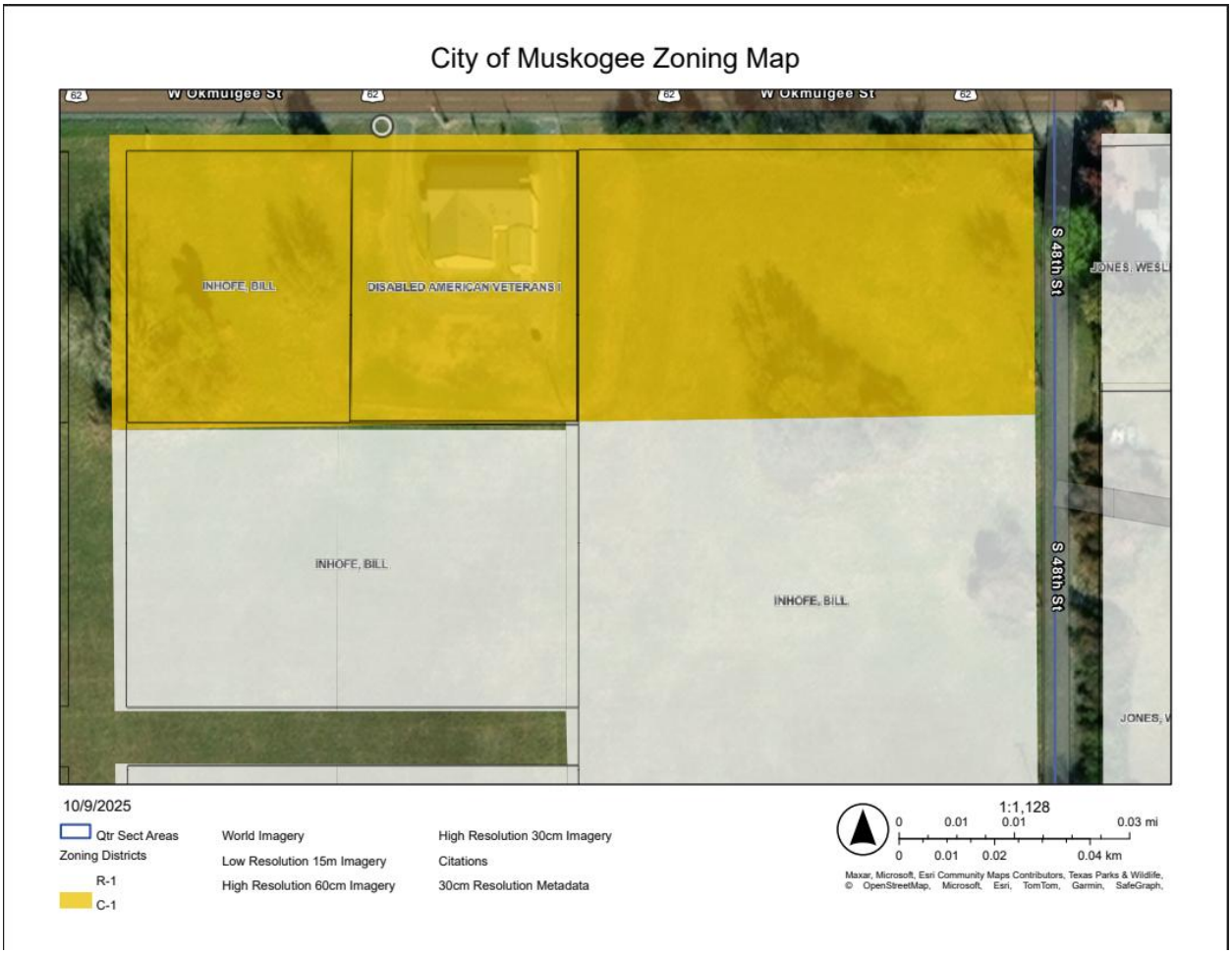
- Residential Use

➢ Street Address: 4801 West Okmulgee

Discussion

The applicant has requested a rezone of the property located at 4801 West Okmulgee from C-1 Local Commercial to R-5 Mobile Home. The proposed use of the property will be for residential use. The request does not conform to the 2045 Muskogee Comprehensive Plan and Future Land use Map.

RECOMMENDATION: Approve the Rezone Request.



ORDINANCE NO. 4281-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 4801 W. OKMULGEE. THE TRACT OF LAND IS IN THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 15 NORTH, RANGE 18 EAST OF THE INDIAN BASE AND MERIDIAN, MUSKOGEE COUNTY, STATE OF OKLAHOMA. CONTAINING 16.135 ACRES MORE OR LESS, AND PROVIDING FOR SEVERABILITY. THE PROPERTY IS MORE PARTICULARLY DESCRIBED AS:

Block 1 less the North 10 feet thereof for Highway and all of Lots 2, 3 and 4 in Block 2, and Lots 1 through 8 both inclusive in Block 3, Less the North 10 feet of Lots 1 through 4 Block 3 for Highway, and Lot 1 and 2 in Block 4, and Lots 1 through 4, both Inclusive In Block 9, all In Dickinson Addition to the City of Muskogee, Muskogee County, Oklahoma.

(G. Gillam and A. Addington; Applicant)

FROM C-1 Local Commercial

TO

R-5 Mobile Home

WHEREAS, the City of Muskogee Planning and Zoning Commission, in a meeting held NOVEMBER 4, 2025, did recommend the approval of the rezoning of the property set out above in the title of the Ordinance with the conditions that if the follow-through cannot be completed in phases 1-3 as listed in the presentation by the developers and the developers must sell the property, it must be rezoned as C-1, 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;

Block 1 less the North 10 feet thereof for Highway and all of Lots 2, 3 and 4 in Block 2, and Lots 1 through 8 both inclusive in Block 3, Less the North 10 feet of Lots 1 through 4 Block 3 for Highway, and Lot 1 and 2 in Block 4, and Lots 1 through 4, both Inclusive In Block 9, all In Dickinson Addition to the City of Muskogee, Muskogee County, Oklahoma.

FROM C-1 Local Commercial

TO

R-5 Mobile Home

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 NOVEMBER 2025.

_____
W. PATRICK CALE, MAYOR

ATTEST:

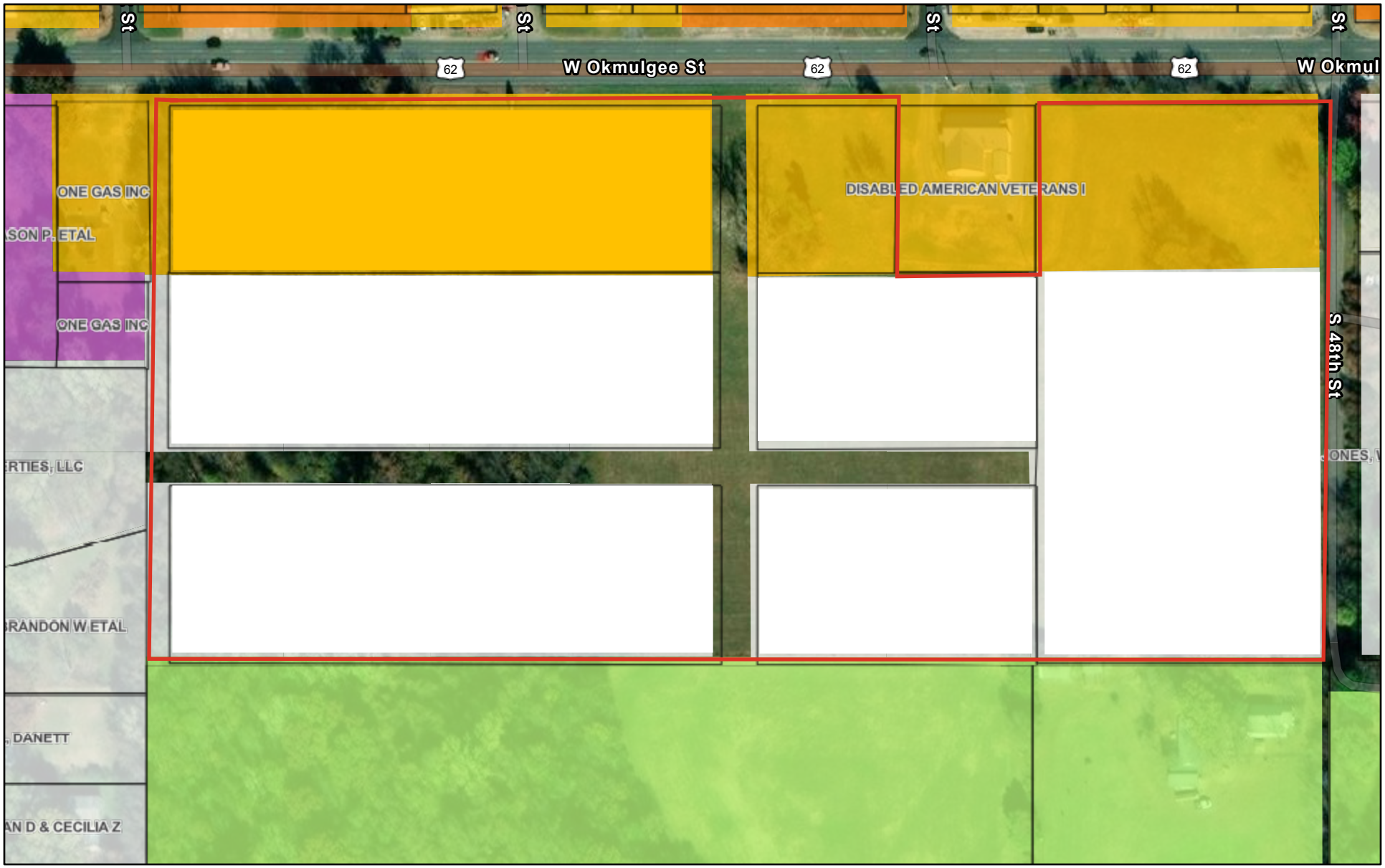
_____
TAMMY L. TRACY, CITY CLERK

(SEAL)

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

_____
KATRINA BODENHAMER, CITY ATTORNEY

City of Muskogee Zoning Map



10/24/2025

Zoning Districts

- A
- R-1
- C-1
- C-2
- C-3

1:2,257

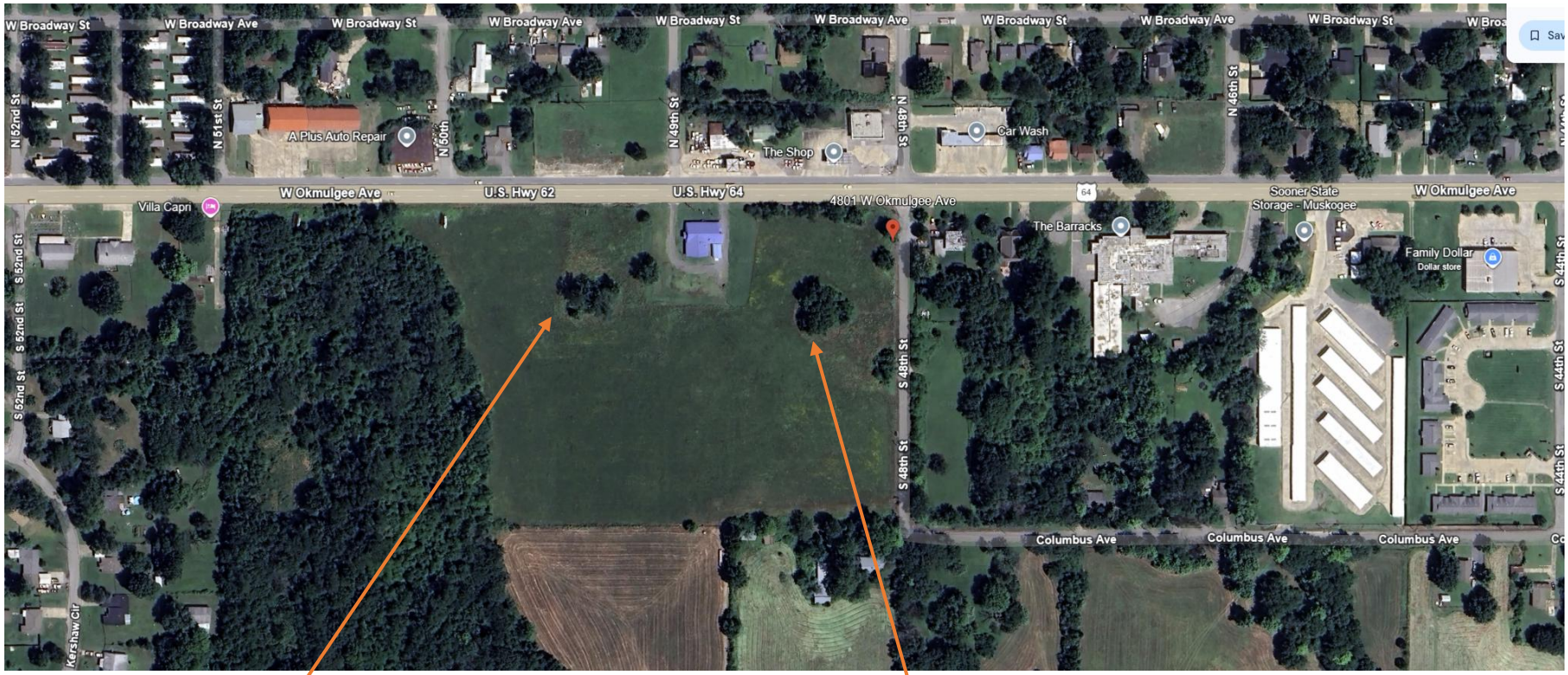
0 0.01 0.03 0.06 mi

0 0.03 0.05 0.1 km

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

Subject Area:

4801 W Okmulgee



Across the Street East



Across the Street West



Public Works Committee **4.**

Meeting Date: 12/01/2025

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

Department: Public Works

Staff Information Source:

Information

AGENDA ITEM TITLE:

Receive and discuss report from Staff regarding the itemized bid breakdown for the new Wastewater Treatment Plant, and take any necessary action. (Mike Stewart)

BACKGROUND:

The new sewer plant is being financed through a Financial Assistance Program (FAP) Loan from the Oklahoma Water Resources Board, in the amount of $108,826,194.75. This is an essential project for the City. Currently, we operate the last permitted trickling filter plant in the State of Oklahoma, and our facility is nearing 25 years since the last upgrades. Originally built in the 1950s, the plant was updated in the 1970s, and again in the 1990s. Considering the condition of the plant, and that the technology in the wastewater treatment sector becomes obsolete approximately every 25 years, now is the opportune time to construct a new plant. This new facility will enable the City to better serve its residents, businesses, and industrial users, enhancing our attractiveness as a destination for new development rather than simply upgrading an existing, outdated plant.

Additionally, following significant damage from the flood in 2019, the City has been under a consent order from the Oklahoma Department of Environmental Quality (OEQ), which imposes strict requirements without much leniency due to the natural disaster. The recent consent order issued in September 2023, mandated the update of our sewer plant. Failure to complete construction of the new plant by April 2029 will result in significant fines against the City. The City has a potential start date for construction in April 2026. This timeline would provide three full years for the construction process, after which the City will have six months to comply with all ODEQ effluent limits.

RECOMMENDED ACTION:

Receive report and take any necessary actions.

Fiscal Impact

Attachments

Finance Breakdown

CSI Breakdown

Muskogee Waste Water Treatment Plant Funding

Olsson Engineering Cost Breakdown		
Project Costs		
Engineering Fees	$	6,669,120.00
Land Acquisition Cost	$	100,000.00
Engineering Construction Administration Services Estimate	$	2,150,000.00
Crossland Heavy (Contractor) Base Bid Cost	$	95,938,000.00
Crossland Heavy (Contractor) Alternate A	$	1,054,000.00
Less Crossland Heavy (Contractor) Deduction	$	(1,842,405.00)
Contingency (5%)	$	4,757,479.75
Total Project Budget	**$**	**108,826,194.75**

Adjusted Cost Breakdown		
Remaining Project Costs		
Engineering (Increase of $40k from 2024 FAP-271)	$	6,669,120.00
Less Engingeering Paid through 08/20/2025	$	(5,578,176.85)
Land Acquisition Cost	$	100,000.00
Less Land Acq. Cost through 08/20/2025	$	(101,014.50)
Engineering Construction Administration Services Estimate	$	2,150,000.00
Crossland Heavy (Contractor) Base Bid Cost	$	95,938,000.00
Crossland Heavy (Contractor) Alternate A	$	1,054,000.00
Less Crossland Heavy (Contractor) Deduction	$	(1,842,405.00)
Contingency (5%)	$	4,757,479.75
Total Remaining Funding Need	**$**	**103,147,003.40**

2024 FAP Project Fund at Closing:	**$**	**77,102,988.63**
2024 FAP Loan Draws:		
Project Funds through 08/20/2025	$	-
Engineering Fees through 08/20/2025	$	(5,573,326.85)
Consulting Fees through 08/20/2025	$	(4,850.00)
Land Purchase Costs through 08/20/2025	$	(101,014.50)
Total Draws through 08/20/2025	**$**	**(5,679,191.35)**
Calculated Construction Fund Balance[1]:	**$**	**71,423,797.28**
Additional Project Fund for 2025 FAP Loan:	**$**	**31,723,206.12**
Combined Remaining Project Funds	**$**	**103,147,003.40**

2024 FAP Loan (not to exceed)	$	82,000,000.00
2024 FAP Loan (actual par amount)	$	77,450,000.00
Project Fund Deposit - 2024 FAP Loan	**$**	**77,102,988.63**
Less Draws through 08/20/2025	$	(5,679,191.35)
Current Project Fund Balance - 2024 FAP Loan	**$**	**71,423,797.28**
Total Remaining Funding Need	$	103,147,003.40
Less 2024 Project Fund Balance	$	(71,423,797.28)
Required Project Fund for 2025 FAP Loan:	**$**	**31,723,206.12**
2025 FAP Loan (not to exceed)	$	37,170,000.00
2025 FAP Loan (projected par amount) [2]	$	31,020,000.00
Project Fund Deposit - 2025 FAP Loan	**$**	**31,723,206.12**

[1] Does not reflect any potential additional draws made after 10/26/2025

[2] Based on OWRB Indicative Pricing data as of 11/17/2025

FAP = Oklahoma Water Resources Board Financial Assistance (Loan) Program

NOTE: This budget reflects the final project budget based on the bid award to Crossland Heavy on 11/24/2025

Muskogee CSI Breakdown

CSI Code	
0000 - Contracting Requirements (Bonds/Insurance/Etc.)	$ 1,630,000.00
1000 - General Expenses	$ 5,250,000.00
2000 - Demolition	$ 4,700,000.00
3000 - Concrete	$ 18,968,000.00
4000 - Masonry	$ 1,275,000.00
5000 - Metals	$ 2,800,000.00
6000 - Woods, Plastics, & Composites (Majority in 9000)	$ 10,000.00
7000 - Thermal & Moisture Protection	$ 950,000.00
8000 - Openings	$ 500,000.00
9000 - Finishes	$ 4,200,000.00
10000 - Specialties	$ 70,000.00
11000 - Equipment	$ 165,000.00
12000 - Furnishings	$ 260,000.00
13000 - Special Construction	$ 850,000.00
22000 - Plumbing	$ 1,760,000.00
23000 - HVAC (w/ plumbing)	$ -
26000 - Electrical & Instrumentation	$ 12,700,000.00
27000 - Communications (w/ Electrical)	$ -
28000 - Electronic Safety and Security (w/ Electrical)	$ -
31000 - Earthwork	$ 6,000,000.00
32000 - Exterior Improvements	$ 575,000.00
33000 - Utilities (Underground Process Piping in 40000)	$ 225,000.00
40000 - Process Integration	$ 10,800,000.00
41000 - Material Processing & Handling Equipment	$ 1,500,000.00
43000/46000 - Water and Wastewater Equipment (ALL)	$ 20,750,000.00
Base Bid	**$95,938,000.00**
Alternate A	**$ 1,054,000.00**
Total	**$96,992,000.00**

Public Works Committee **5.**

Meeting Date:	12/01/2025		
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 authorize the City Manager to amend the Emergency Stormwater Contract between the City of Muskogee and Utilicore, to increase the not-to-exceed amount from $200,000.00 to $400,000,00, or take other necessary action. (Mike Stewart)

BACKGROUND:

The Storm Water budget allows for an increase to this contract price in a not-exeed amount. This contract is between the City and Utilicore to provide maintenance and repairs to the City's Storm Sewer system. This was a line item bid for a service, and the contract contains an auto-renewal clause, and it is not subject to a change order.

RECOMMENDED ACTION:

Staff recommends approval.

Fiscal Impact

FUNDING SOURCE:

504-6010-430.39-90

Attachments

Storm Sewer Contract

MUSKOGEE
PUBLIC WORKS

301 South Cherokee
PO Box 1927
Muskogee, OK 74402-1927

REQUEST FOR PROPOSAL, LANGUAGE BELOW SUBJECT TO FINAL SELECTION

Storm Sewer Repair Contract

This Agreement is made and entered into this 1st day of October, 2024, by and between the City of Muskogee, a Municipal Corporation organized under the laws of the State of Oklahoma, [hereinafter "City"] and York & Main Equity Group [hereinafter "contractor"], in consideration of the mutual promises hereinafter stated.

WHEREAS, the purpose of this agreement is to ensure the repair of the Storm Sewer Systems within the City of Muskogee; and

WHEREAS, To supplement City Staff, the City is hiring a private company (Contractor) to assist in the repairing, maintenance, and cleaning of the Storm Sewer as designated by the Public Works Director or a designated representative.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, it is mutually agree between the parties as follows:

RECITALS

1. The Public Works Director or a designated representative shall dictate the priority of repairs to be made by the contractor, with the Public Works Director having the ultimate decision in what is necessary for the work. All work performed by the Contractor is to be assigned and inspected through the City's Public Works Department.

2. The work will include all components necessary in the replacement and repair of broken or collapsed lines, the repair of sinkholes and necessary clean up, the repair of damaged manholes and repair of damaged catch basins.

3. Contractor shall provide adequate labor, equipment, and tools necessary to repair damaged Storm Sewer features. Storm Sewer features vary from catch basin, to underground piping constructed of various materials, to concrete or earthen channels, as well as features aforementioned. Locations of the works areas will be coordinated with Public Works Director or a designee daily. All permits that are required by the project shall be obtained at no cost to the contractor. The City of Muskogee will conduct all inspections during the construction process.

4. The Contractor will work with Public Works Staff on planning and mapping out traffic control per the MUTCD. The Contractor will be responsible for all traffic control from start of work to completion of the work. Traffic control plans shall be reviewed and approved daily prior to work commencing.

5. The Contractor will responsible for all safety of works on the site in accordance with PEOSH/OSHA State and Federal requirements, and agrees to indemnify and hold the City harmless for any injury, physical or otherwise, occurring from Contractor's negligence or failure to operate in accordance with State/Federal requirements.

301 South Cherokee
PO Box 1927
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16. **Insurance Required;** The limits of liability for the insurance required shall provide the following coverages for not less than the following amounts or greater where required by Laws and Regulations:
    1. Workers' Compensation, etc. - The Contractor shall comply with all Workers' Compensation laws of the State of Oklahoma by securing, paying for, and maintaining in full force and effect for the duration of the contract, complete Workers' Compensation Insurance and shall furnish a Certificate of Insurance to the City before execution of the contract. All Compensation insurance policies shall bear an endorsement or shall have attached a rider whereby it is provided that in the event of expiration or proposed cancellation of such policies for any reason, the City shall be notified by registered main not less than 30 days before expiration or cancellation is effective.

    2. Contractor's General Liability shall include completed operations and product liability coverages and eliminate the exclusion with the respect to property under the care, custody, and control of Contractor:
        a. General Aggregate (except products- completed operations) $1,000,000
        b. Personal and Advertising Injury (Per Person/Organization) $1,000,000
        c. Each Occurrence (Bodily Injury and Property Damage) $1,000,000
        d. Excess Liability
            i. General Aggregate $1,000,000
            ii. Each Occurrence $1,000,000
    3. Automotive Liability
        a. Bodily Injury
            i. Each person $1,000,000
            ii. Each accident $1,000,000
        b. Property Damage
            i. Each accident $500,000
        c. Combined Single Limit (Bodily injury and property damage) $1,000,000
    4. The Contractual Liability coverage required shall provide coverage for not less than the following amounts:
        a. Bodily injury
            i. Each person $1,000,000
            ii. Each accident $1,000,000
        b. Property damage
            i. Each accident $1,000,000
            ii. Annual aggregate $1,000,000
        c. Workers' Compensation, Comprehensive General Liability, and Transportation insurance and insurance certificates shall be provided by successful Proposer.

17. Subcontractors; The contractor shall be granted the right to subcontract a portion of the work. All contractors must list in their proposal the complete names and addresses of all potential subcontractors, and the type and percentage of work they will accomplish. Subcontractors must supply evidence of valid licenses. Joint ventures will be acceptable for the performance contract.

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Muskogee, OK 74402-1927

6. The Contractor shall be compensated for actual time worked. If a delay in acquiring repair parts occurs, over 3 hours, the Contractor shall suspend billable time until such time parts are available. No standby or remobilization shall be billable.

7. For all repair call outs or work orders assigned to the Contractor, the Contractor shall be compensated a minimum of three hours base crew.

8. Contractor shall be available for emergency call 24 hours a day. If called outside of normal City business hours, which are 8 a.m. to 5 p.m., Monday through Friday, the Contractor shall be compensated an additional overtime rate negotiated in the proposed rates.

9. Contractor shall provide the City of a list, consisting of no less than three phone numbers, to be used for afterhours call outs. One of three numbers must be answered at any time.

10. Time & Budget: The total dollar amount allocated for this agreement is $200,000. This Agreement shall commence from the date of signing, and will expire June 30, 2025. Any extension to this agreement shall be done in writing at the agreement of both parties.

11. Schedule of unit price:

Labor for base crew line repair at depth at or less than 6ft: 250 /hr

Labor for base crew line repair at depth more than 6ft: 275 /hr

Labor for base crew catch basin repair: 250 /hr

Labor for base crew concrete: 225 /hr

Labor for base crew flushing/vacuuming lines or catch basins: 250 /hr

12. All crew hours above include labor and equipment to complete the work assigned. Materials will be billed in addition. Materials may be supplied by the City on occasion. Special circumstances may result in negotiated rates on an as needed basis as an agreed upon by both parties

13. Upon completion of each repair the contractor shall be responsible for future repairs on each specified repair for one year for the date of the repair at minimum or the warranty of the materials (pipe, fittings, etc.) used in the repair.

14. Compliance; All construction must meet and/or exceed all Uniform Building Codes adopted by the City of Muskogee.

15. The contractor shall ensure that hiring of personnel is made based on merit and qualifications, and that there will be no discrimination based on race, color, religion, creed, political ideas, sex, age, marital status, physical or mental handicap or national origin by the persons performing the work.

18. Any changes or modifications to the terms of this agreement shall only be valid if done in writing and signed by both parties. The City retains the right to terminate this agreement with contractor for just cause, as determined by the City.

19. This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma governing agreements made and fully performed in Oklahoma. Any action or proceeding arising out of or relating to this Agreement or any transaction contemplated hereby shall be brought in the District Court in and for Muskogee County, and shall not be removed to any other court.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and executed and shall be effective from and after the day and year first above written.

CITY OF MUSKOGEE

MIKE MILLER, CITY MANAGER

ATTEST: SEAL OF THE CITY OF MUSKOGEE OKLAHOMA

TAMMY L. TRACY, City Clerk

(seal)

Approved as to form and legality this 29 day of October, 2024.

Katrina Bodenhamer, City Attorney

Contractor York & Main Equity Group

Address & Phone

299 Old Shawnee Rd.
Muskogee, OK 74403
217-416-4337

Public Works Committee **6.**

Meeting Date: 12/01/2025

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 adopt a corrected Citizen Participation Plan as required for the City's applications to the CDBG-DR 2022 funding for the Meadows Stormwater Master Plan Study and the Meadows Housing Buyout Projects, or take other necessary action. (Mike Stewart)

BACKGROUND:

This agenda item was initially presented on October, 27th. There was an incorrect form in the attachments on original item that needs to be corrected in order to move forward with the grant process. Please find the corrected Citizen Participation Plan attached.

The State of Oklahoma has funding for the disaster recovery from the May 2022 flood that hit Muskogee very hard. During this event, the Meadows was one of the highest impacted areas in the state. During this event, the Meadows was one of the highest impacted areas in the state. During the flooding event the Meadows had an estimated 60 individuals rescued by emergency responders and an estimated 28 homes flood. The proposed project is a voluntary housing buyout program for the Meadows subdivision.

The City explored several options for projects when applying for this grant. The state has $7,473,000 available to communities in the areas affected by FEMA DR-4657 and DR-4670, so there is not enough funding to do the physical work that would be needed to solve the issues in the Meadows. A planning project is needed to allow for the procurement of more grants in the future and to set out capital improvement projects to in turn solve the flooding issues in the Meadows. As voluntary housing buyout is an allowable activity under the CDBG DR 2022 program, we are proposing to apply for funding to purchase and demolish properties within the 100-year floodplain in the Meadows subdivision through a voluntary buyout program.

RECOMMENDED ACTION:

Approve

Fiscal Impact

Attachments

Citizen Participation Plan

COMMUNITY DEVELOPMENT BLOCK GRANT
DISASTER RECOVERY

City of Muskogee **CITIZEN PARTICIPATION PLAN**

The City of Muskogee intends to implement a citizen participation program for its Community Development Block Grant Disaster Recovery (CDBG-DR) application process to accomplish the following objectives:

A. Provide for and encourage citizen participation, particularly by low and moderate income persons who reside in areas where CDBG-DR funds are proposed to be used. This will be accomplished by:

1. Providing frequent and timely public notice of CDBG-DR program activities in the local newspaper or by posting at City Hall/County Courthouse.

2. Adopting a comprehensive CDBG-DR Statement of Needs.

3. Conducting a Special Public Hearing to inform citizens of the proposed CDBG-DR project and authorizing the Mayor to sign a CDBG-DR application in a formal Council meeting.

B. Ensure that citizens will be given reasonable and timely access to local meetings, information, and records relating to proposed and actual use of funds, including, but not be limited to:

1. The amount of CDBG-DR funds to be made available for the current fiscal year, if the proposed project is approved.

2. The range of activities that may be undertaken with those funds.

3. The estimated amount of those funds proposed to be used for activities that will benefit low and moderate income persons.

4. The proposed CDBG-DR activities likely to result in displacement and any anti-displacement and relocation plans developed by the City of Muskogee in accordance with Section 104(d)(1) and (2) of the Act.

5. The basis on which the City of Muskogee may provide technical assistance to groups representative of persons of low and moderate income that may request assistance in developing proposals. The level and type of assistance to be provided is at the discretion of the City of Muskogee and does not necessarily include providing funding to such groups.

6. This requirement will be accomplished by discussing the CDBG-DR proposal during regular Council meetings and in one formal public hearing prior to the submittal of the the City of Muskogee CDBG-DR application. During the hearing the five (5) items listed above will be explained to the public. Records of the CDBG-DR process will be maintained in the City Hall/County Courthouse of the City of Muskogee by the Clerk and will be available upon request for review by the public. A brief summary of the proposed CDBG-DR project will be available for public review after the Council has made its final selection.

COMMUNITY DEVELOPMENT BLOCK GRANT
DISASTER RECOVERY

C. Provide for a minimum of two (2) public hearings; one (1) prior to submission of the application for funding of the project for the purpose of obtaining citizen views and formulating or responding to proposals and questions, and the other end of the grant period if the City of Muskogee receives funding, that discusses the City of Muskogee's accomplishments in relation to initial plans. The application stage hearing will include discussion of CDBG-DR needs, and the development of activities being proposed for CDBG-DR funding. There will be reasonable notice of all hearings, which will be scheduled for times and locations convenient to the potential and actual beneficiaries and which will accommodate the handicapped. Regularly scheduled Council meetings will not be used for this purpose.

1. This requirement will be met through scheduling a Special Public Hearing to discuss the City of Muskogee's CDBG-DR proposal. At this hearing, the proposed project will be reviewed for the public and further citizen input will be solicited. Notice will be given seven (7) working days in advance of this hearing in the Muskogee Phoenix and by posting at the City Hall/County Courthouse. The hearing will be held in the early evening so those citizens who work may attend. A second hearing will be held at the end of the grant period if the City of Muskogee is funded in the CDBG process.

D. Meet the needs of non-English speaking residents in those instances where a significant number of non-English speaking residents can reasonably be expected to participate in the CDBG-DR process. For example: the City of Muskogee does not currently have a significant population of non-English speaking citizens. However, every effort will be made to accommodate the needs of any non-English speaking citizens who wish to participate.

E. Provide citizens with reasonable advance notice of, and opportunity to comment on, proposed activities not previously described in _____ funding request and on activities which are proposed to be deleted or substantially changed in terms of purpose, scope, location or beneficiaries.

The proposed seven (7) working day notice for all public meetings and hearings in connection with the City of Muskogee CDBG-DR application process is believed by the City of Muskogee to afford citizens with reasonable advance notice. In addition, if any change is proposed to the purpose, scope, location, or beneficiaries of the proposed project or if the CDBG-DR project budget changes by more than 25%, the public will be notified and afforded an opportunity for additional input.

F. Provide the place, telephone number, and times when citizens are able to submit written complaints or grievances and the process the City of Muskogee will use to provide a timely, written response to such complaints or grievances. For example: Citizens with comments or grievances on the CDBG-DR process may submit them in writing or in person at the City Hall/County Courthouse during regular business hours or may call (_____). The City of Muskogee will respond to such comments or grievances within fifteen (15) working days, where practicable.

By formally adopting this Citizen Participation Plan, the City of Muskogee City Council/Board of Commissioners accepts the responsibility for implementing its provisions. The Council further charges all employees and contractors with the responsibility of implementing this plan and living up to the spirit of the citizen participation requirements of the CDBG-DR program.

COMMUNITY DEVELOPMENT BLOCK GRANT
DISASTER RECOVERY

Adopted this 8th day of December, 2025 by the City Council/Board of Commissioners of the City of Muskogee.

Patrick Cale, Mayor _____ _____
(Type) Name and Title of Chief Elected Official Date

_____
Signature of Chief Elected Official [S E A L]

Attest:
Subscribed and sworn to before me _____, 20____. My commission

expires _____, 20_____. Commission No. _____

_____
Clerk Signature

Public Works Committee **7.**

Meeting Date: 12/01/2025

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 adopt a Subrogation Agreement, CDBG-DR 2022, as required for the applications to the CDBG-DR 2022 funding for the Meadows Stormwater Master Plan Study and the Meadows Housing Buyout Projects, or take other necessary action. (Mike Stewart)

BACKGROUND:

The Oklahoma Department of Commerce has made available Community Development Block Grant Disaster recovery funding for the May 2022 flood that hit Muskogee very hard. During this event, the Meadows was one of the highest impacted areas in the state. During the flooding event, the Meadows had an estimated 60 individuals rescued by emergency responders and an estimated 28 homes flooded. The city plans to submit two applications to this funding program.

The City explored several options for projects when applying for this grant. The state has $7,473,000.00 total funds available to communities and tribal governments in the areas affected by the declared disasters FEMA DR-4657 and DR-4670, so there iis not enough funding to do the physical work that would be needed to solve the issues in the Meadows. A planning project is needed to allow for the procurement of more grants in the future and to set out capital improvement projects to in turn solve the flooding issues in the Meadows. As voluntary housing buyout is an allowable activity under the CDBG-DR 2022 program, we are proposing to apply for funding to purchase and demolish properties with the 100-year floodplain in the Meadows subdivision through a voluntary buyout program.

RECOMMENDED ACTION:

Approve the Subrogation agreement for the CDBG-DR 2022 applications.

Fiscal Impact

Attachments

Subrogation Agreement

COMMUNITY DEVELOPMENT BLOCK GRANT

DISASTER RECOVERY

Subrogation Agreement

This Subrogation and Assignment Agreement ("Agreement") is made and entered into on this day of _____, 20____, by and between _____ ("Recipient") and the _____ ("Grantor/Lender").

In consideration of the Recipient's receipt of funds or the commitment by Grantor/Lender to evaluate the Recipient's application for the receipt of funds (collectively, the "Grant/Loan Proceeds") under the Oklahoma Department of Commerce Disaster Recovery Program administered by Grantor/Lender, Recipient hereby assigns to Grantor/Lender all of the Recipient's future rights to reimbursement and all payments received from any grant, subsidized loan, or insurance policies of any type or coverage or under any reimbursement or relief program related to or administered by the Federal Emergency Management Agency ("FEMA") or the Small Business Administration ("SBA") (singularly, a "Disaster Program" and collectively, the "Disaster Programs") that was the basis of the calculation of the presidentially declared disaster 4438, the extent of Grant/Loan Proceeds paid or to be paid to the Recipient under the Program and that are determined in the sole discretion of Oklahoma Department of Commerce (ODOC) to be a duplication of benefits ("DOB") as provided in this Agreement.

The proceeds or payments referred to in the preceding paragraph, whether they are from insurance, FEMA or the SBA or any other source, and whether or not such amounts are a DOB, shall be referred to herein as "Proceeds," and any Proceeds that are a DOB shall be referred to herein as "DOB Proceeds." Upon receiving any Proceeds not listed on the Duplication of Benefits Chart the Recipient agrees to immediately notify the Grantor/Lender who will notify US Department of Housing and Urban Development (HUD) of such additional amounts, and ODOC will determine in its sole discretion if such additional amounts constitute a DOB. If some or all of the Proceeds are determined to be a DOB, the portion that is a DOB shall be paid to the Grantor/Lender, to be retained and/or disbursed as provided in this Agreement.

The Recipient agrees to assist and cooperate with the Grantor/Lender elect to pursue any of the claims the Recipient has against the insurers for reimbursement of DOB Proceeds under any such policies. The Recipient's assistance and cooperation shall include but shall not be limited to allowing suit to be brought in the Recipient's name(s) and providing any additional documentation with respect to such consent, giving depositions, providing documents, producing record and other evidence, testifying at trial and any other form of assistance and cooperation reasonably requested by the Grantor/Lender. The Recipient further agrees to assist and cooperate in the attainment and collection of any DOB Proceeds that the Recipient would be entitled to under any applicable Disaster Program.

If requested by the Grantor/Lender, the Recipient agrees to execute such further and additional documents and instruments as may be requested to further and better assign to the Grantor/Lender, to the extent of the Grant/Loan Proceeds paid to the Recipient under the Program, the Policies, any amounts received under the Disaster Programs that are DOB Proceeds and/or any rights thereunder, and to take, or cause to be taken, all actions and to do, or cause to be done, all things requested by the Grantor/Lender to consummate and make effective the purposes of this Agreement.

The Recipient explicitly allows the Grantor/Lender to request of any company with which the Recipient held insurance policies, or FEMA or the SBA or any other entity from which the Recipient has applied for or is receiving Proceeds, any non-public or confidential information determined to be reasonably necessary by the Grantor/Lender to monitor/enforce its interest in the rights assigned to it under this Agreement and give the Recipient's consent to such company to release said information to the Grantor/Lender.

If the Recipient (or any lender to which DOB Proceeds are payable to such lender, to the extent permitted by superior loan documents) hereafter receives any DOB Proceeds, the Recipient agrees to promptly pay such amounts to the Grantor/Lender, if the Recipient received Grant/Loan Proceeds under the Program in an amount greater than the amount the Recipient would have received if such DOB Proceeds had been considered in the calculation of the Recipient's award.

In the event that the Recipient receives or is scheduled to receive any Proceeds not listed on its Duplication of Benefits Chart ("Subsequent Proceeds"), the Recipient shall pay such Subsequent Proceeds directly to the Grantor/Lender, and ODOC will determine the amount, if any, of such Subsequent Proceeds that are DOB Proceeds ("Subsequent DOB Proceeds"). Subsequent Proceeds in excess of Subsequent DOB Proceeds shall be returned to the Recipient. Subsequent DOB Proceeds shall be disbursed as follows:

1. If the Recipient has received full payment of the Grant/Loan Proceeds, any Subsequent DOB Proceeds shall be retained by the Grantor/Lender and remitted to ODOC.
2. If the Recipient has received no payment of the Grant/Loan Proceeds, any Subsequent DOB Proceeds shall be used by the Grantor/Lender to reduce payments of the Grant/Loan Proceeds to the Recipient, and all Subsequent DOB Proceeds shall be returned to the Recipient.
3. If the Recipient has received a portion of the Grant/Loan Proceeds, any Subsequent DOB Proceeds shall be used, retained and/or disbursed in the following order: (A) Subsequent DOB Proceeds shall first be used to reduce the remaining payments of the Grant/Loan Proceeds, and Subsequent DOB Proceeds in such amount shall be returned to the Business; and (B) any remaining Subsequent DOB Proceeds shall be retained by the Grantor/Lender and remitted to ODOC.
4. If the Grantor/Lender makes the determination that the Recipient does not qualify to participate in the Program or the Recipient determines not to participate in the Program, the Subsequent DOB Proceeds shall be returned to the Recipient, and this Agreement shall terminate.

Once the Grantor/Lender has recovered an amount equal to the Grant/Loan Proceeds paid to the Recipient, the Grantor/Lender will reassign to the Recipient any rights assigned to the Grantor/Lender pursuant to this Agreement.

The Recipient represents that all statements and representations made by the Recipient regarding Proceeds received by the Grantor/Lender shall be true and correct as of the date of Closing.

NOTICE: The Recipient and the person executing this Agreement on behalf of the Recipient are hereby notified that intentionally or knowingly making a materially false or misleading written statement to obtain property or credit, including a mortgage loan, is a violation of 18 U.S. Code § 1010 and,

depending upon the amount of the Grant/Loan Proceeds, is punishable by fine, imprisonment for up to two years, or both.

The person executing this Agreement on behalf of the Recipient hereby represents that he\she has received, read, and understands this notice of penalties for making a materially false or misleading written statement to obtain the Grant/Loan Proceeds.

In any proceeding to enforce this Agreement, the Grantor/Lender shall be entitled to recover all costs of enforcement, including actual attorney's fees. Furthermore, such proceedings shall take place in the State of Oklahoma in either the Western District of the State of Oklahoma or in the District Court of Oklahoma County

RECIPIENT

[insert recipient name]

By:_____

Name:_____

Title:_____

GRANTOR/LENDER:

[insert name of administrative entity]

By:

Name:_____

Title:_____