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).

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 Council during such period is required to sign in with the City Clerk prior to the Council 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 address, 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 (1) time. If written materials are to be submitted, twelve (12) copies should be made available, and may not be returned.

AGENDA
MUSKOGEE CITY COUNCIL
OCTOBER 26, 2026

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

ROLL CALL

APPROVAL OF MINUTES: CITY COUNCIL REGULAR SESSION SEPTEMBER 28, 2026, OR TAKE OTHER NECESSARY ACTION.

REGULAR AGENDA

1. Consider approval of claims for all City departments September 5, 2026, through October 16, 2026, or take other necessary action.

2. Consider approval of Ordinance No. 4320-A, a request to rezone the property from a previously filed Planned Unit Development (PUD), to a Planned Unit Development (PUD) for Legacy Park Subdivision located on East 43rd and Gulick Streets, within the Southeast quarter of Section 11, Township 14 North, Range 18 East, of the Indian Base and Meridian, Muskogee County, State of Oklahoma, containing 176 acres more or less, and if approved, authorize Staff to update the Official Zoning Map of the City. (Sarah Winkle)

3. Consider approval of the Phase I Preliminary and Final Plat for Legacy Park, or take other necessary action. (Sarah Winkle)

4. Consider approval of the Final Plat for 5th Dimension Food and Fuel, Inc., consisting of 18.97 acres more or less, or take other necessary action. (Sarah Winkle)

5. Consider approval of Ordinance No. 4322-A amending the City of Muskogee Code of Ordinances Chapter 38, Article IV, Smoking and Use of Tobacco in Public Places, Section 38-98, Definitions; Section 38-99, Possession of Lighted Tobacco in Certain Places Prohibited, exceptions; providing for Repealer, Severability, and Declaring an Emergency, or take other necessary action. (Rick Ewing)

6. Consider approval of Resolution No. 3112 declaring items of personal property presently in possession of the City of Muskogee, to be surplus to the needs of the City of Muskogee, and authorize the City Manager, or his designee, to offer for sale or dispose of the same, all as per attached list, or take other necessary action. (Kendal Francis)

7. Consider approval of an Agreement for Bond Counsel Services by and among The Public Finance Law Group, PLLC, the City of Muskogee, Oklahoma (the "City"), and the Muskogee Redevelopment Authority (the "Authority) pertaining to the issuance of obligations to fund certain judgment obligations of the City, or take other necessary action. (Kendal Francis)

8. Consider approval of a Professional Services Agreement by and among Municipal Finance Services, Inc., as Financial Advisor, the City of Muskogee (the "City"), and Muskogee Redevelopment Authority (the "Authority") pertaining to the issuance of obligations to fund certain judgment obligations of the City, or take other necessary action. (Kendal Francis)

9. Receive report and consider approval of the FY2026-2027 Cooperative Agreement, in the amount of $68,600.00, between the City of Muskogee and Neighbors Building Neighborhoods, to encourage, develop, promote, and train not-for-profit activities in the methods of applying for and administering awarded grants that enhance the economic well-being of the City of Muskogee, and take other necessary action. (Kendal Francis)

10. Consider approval to accept, authorize, and execute the recording of a Deed Restriction for Grandview Park real property, as required by the Oklahoma Tourism and Recreation Department, to secure grant funding from the Land and Water Conservation Fund Program, or take other necessary action. (Rick Ewing)

11. Consider approval of the lowest and best bid in the amount of $702,555.00, from Bolding Construction, LLC, for State Highway (SH) 165 Waterline Extension, Project No. 2026014, or take other necessary action. (Jeff Reeves)

12. Consider approval for TLS Group, Inc., to install a traffic radar located at US Highway 69 and Broadway Street, and US Highway 69 and Okmulgee Avenue, in an amount not-to-exceed $140,000.00, utilizing the existing traffic signal maintenance contract, or take other necessary action. (Mike Stewart)

13. Consider approval of the purchase of one (1) Kubota SVL75-3HFWVRCC Cabbed Skid Steer, with attachments, from Stewart Martin Kubota, in the total amount of $89,873.32, per Sourcewell Contract No. 112624, or take other necessary action. (Mike Stewart)

14. Consider approval of the appointment of Ryan Lowe to the Parks and Recreation Board, to serve a four (4) year term, beginning November 1, 2026, and ending October 31, 2030, or take other necessary action. (Councilor Tracy Hoos)

15. Consider approval of the appointment of Dave Ross to the Muskogee Medical Center Authority, to serve a seven (7) year term, filling the expired term of Derrick Reed, beginning November 1, 2026, and ending on October 31, 2033, or take other necessary action. (Councilor Mike Brawley)

16. Consider approval of the appointment of Cindy Miller to the Muskogee Wellness Initiative Coalition, to serve a four (4) year term, filling the expired term of Kevin Anthis, beginning November 1, 2026, and ending on October 31, 2030, or take other necessary action. (Councilor Mike Brawley)

17. Consider approval of the appointment of Kurt Watson to the City Facilities Board, filling the expired term of Robin Hopkins, to serve a five (5) year term, beginning November 1, 2026, and ending October 31, 2031, or take other necessary action. (Mayor Ryan Lowe)

RECOGNIZE CITIZENS WISHING TO SPEAK TO THE MAYOR AND COUNCIL.

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 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.

18. Consider an Executive Session to discuss and take possible action on the following:

    a. Pursuant to Section 307 C.11, Title 25, consider convening in Executive Session to confer on matters pertaining to Economic Development Project ED-2026-24, including a proposal to incentivize a business in the southwestern quadrant of the City, and if necessary, take appropriate action in Open Session. (Tera Shows)

    b. Pursuant to Section 307 B.2, Title 25, Oklahoma Statutes, consider convening in Executive Session to discuss negotiations with the International Association of Firefighters, Local No. 57 and, if necessary, take appropriate action in Open Session. (Maggie Eaton)

c. Pursuant to Section 307 B.1 Title 25, Oklahoma Statutes, consider convening in Executive Session to discuss the employment, hiring, appointment, promotion, demotion, disciplining or resignation of the City Attorney, and if necessary, take appropriate action in Open Session. (Councilors Tracy Hoos, Shirley Hilton-Flanary, and Tom Martindale)

ADJOURN

Regular City Council **1.**

Meeting Date: 10/26/2026

Initiator: Jennifer Sharp, Admin II

Department: City Clerk

Staff Information Source:

Information

AGENDA ITEM TITLE:

APPROVAL OF MINUTES: CITY COUNCIL REGULAR SESSION SEPTEMBER 28, 2026, OR TAKE OTHER NECESSARY ACTION.

BACKGROUND:

RECOMMENDED ACTION:

Fiscal Impact

Attachments

09282026 CCMIN

MINUTES

OF THE CITY COUNCIL
OF THE CITY OF MUSKOGEE, OKLAHOMA,
MET IN REGULAR SESSION
IN COUNCIL CHAMBERS OF CITY HALL
SEPTEMBER 28, 2026

The City Council of the City of Muskogee, Oklahoma, met in Regular Session at 5:30 p.m., on September 28, 2026, in Council Chambers, Municipal Building, 229 W. Okmulgee Ave., Muskogee, Oklahoma, with Mayor Ryan Lowe presiding.

Mayor Ryan Lowe addressed the citizens regarding the recent lawsuit settlements.

Meeting was called to order by Mayor Ryan Lowe and the City Clerk called the roll as follows:

Present:	Mayor Ryan Lowe; Deputy Mayor Derrick Reed; Councilmember Tracy Hoos; Councilmember Shirley Hilton-Flanary; Councilmember Melody Cranford; Councilmember Tom Martindale; Councilmember Mike Brawley; Councilmember Jeremy Schuler; Councilmember D. Boots
Staff Present:	Kendal Francis, City Manager; Tammy L. Tracy, City Clerk; Mike Stewart, Public Works Director; Tera Shows, Assistant City Manager; Avery Rigney, Assistant Public Works Director; Chad Farmer, Police Chief; Robert Swepston, Fleet Manager
Attendees:	Greg Loeffler, Representative of Rosenstein, Fist & Ringold, Attorneys at Law

APPROVAL OF MINUTES: CITY COUNCIL SPECIAL CALL SESSION AUGUST 10, 2026, REGULAR SESSION AUGUST 24, 2026, OR TAKE OTHER NECESSARY ACTION.

Motion was made by Councilmember Tom Martindale, seconded by Councilmember Tracy Hoos to approve Minutes: City Council Special Call Session August 10, 2026, and Regular Session August 24, 2026.

AYE: Mayor Ryan Lowe, Deputy Mayor Derrick Reed, Councilmember Tracy Hoos, Councilmember Shirley Hilton-Flanary, Councilmember Melody Cranford, Councilmember Tom Martindale, Councilmember Mike Brawley, Councilmember Jeremy Schuler, Councilmember D. Boots

Carried - Unanimously

CONSENT AGENDA

The following items are considered to be routine by the City Council and will not be read aloud. The Consent Agenda will be enacted with one motion and should discussion be desired on an item, that item will be removed from the Consent Agenda prior to action and considered separately prior to the Regular Agenda.

Motion was made by Councilmember Tracy Hoos, seconded by Councilmember Melody Cranford to approve Consent Agenda Items One (1) through Nine (9).

AYE: Mayor Ryan Lowe, Deputy Mayor Derrick Reed, Councilmember Tracy Hoos, Councilmember Shirley Hilton-Flanary, Councilmember Melody Cranford, Councilmember Tom Martindale, Councilmember Mike Brawley, Councilmember Jeremy Schuler, Councilmember D. Boots

Carried - Unanimously

1 Approval of claims for all City departments August 1, 2026, through September 4, 2026, or take other necessary action.

2 Approval of the financial audit from the City of Muskogee Foundation for FY2025-2026, or take other necessary action. (Kendal Francis)

3 Approval to purchase a 2027 Ford F-350, 4-WD, Regular Cab truck from John Vance Fleet Services, for use in the Facilities Maintenance Department, in the amount of $69,059.00, or take other necessary action. (Jeff Reeves)

4 Approval to authorize the City Manager, or his designee, to negotiate and execute a contract in the amount of $105,800.00, between the City of Muskogee and GH2 Architects, to provide design services for the replacement and renovation of Air Handlers No. 1 and No. 2, and 38 Dual Duct Variable Air Volume (VAV) units, located at the Muskogee Public Library, or take other necessary action. (Jeff Reeves)

5 Approval of final payment to Cunningham Construction, in the amount of $10,158.37, for the Grandview Park Restroom Facility, Project No. 2025008, or take other necessary action. (Jeff Reeves)

6 Approval of the lowest and best bid in the amount of $89,739.00, from Natare Corporation, for the Muskogee Swim & Fitness Lap Pool PVC Membrane Liner Replacement, Project No. 2026012, or take other necessary action. (Jeff Reeves)

7 Approval of the lowest bid from Jay Hodge Muskogee, in the amount of $53,251.00, for the purchase of one (1) 2026 Chevrolet Silverado 1500, Crewcab 4X4, for the Project Division, or take other necessary action. (Robert Swepston)

8 Approval of an agreement and Memorandum of Understanding (MOU) with the Cherokee Nation Public Health & Wellness Fitness Partners Project, to provide membership at the Swim and Fitness Center for Cherokee Nation citizens, and receive payment in the amount not-to-exceed $25,000.00, or take other necessary action. (Rick Ewing)

9 Approval of Resolution No. 3108 declaring items of personal property presently in possession of the City of Muskogee, to be surplus to the needs of the City of Muskogee, and authorize the City Manager, or his designee, to offer for sale or dispose of the same, all as per attached list, or take other necessary action. (Kendal Francis)

REGULAR AGENDA

10 Hold a discussion to review the legal opinion of Interim City Attorney, Keri Spencer, regarding the continuation of the management agreement between Neighbors Building Neighborhoods (NBN) and the Martin Luther King Community Center Trust Authority (MLKCCTA), the perceived conflict of interest involving a seated Council member and their position at the MLK Community Center, and take other necessary action. (Mayor Ryan Lowe)

Attorney Greg Loeffler stated his legal opinion was that no legal conflict exists that would prevent the Deputy Mayor from serving on the City Council and continuing his employment at the MLKCCTA.

D'Elbie Walker, Chairman of MLKCCTA, stated it is the opinion of the Trust's legal team that there is no violation of the dual office holding statute.

Dr. Rodger Cutler stated he would like closure, and requested this matter be resolved with corrected policies to ensure it does not happen again.

Mark Hughes requested a copy of the City Attorney's opinion.

Nina Ground stated this cannot be closed as it is being actively investigated.

Jacqueline Warrior spoke about the Dr. Martin Luther King Center, seeing transparency in policy and procedures within.

Michael Gragg encouraged Council to be transparent and earn the trust of the people.

Jimmy Haley spoke about doing "the right thing first," and how he is concerned with the process.

Discussion followed.

Mayor Ryan Lowe made a motion to take no action and add the Trust's legal opinion to the record.

Discussion followed.

Mayor Ryan Lowe rescinded his motion.

Motion was made by Councilmember Melody Cranford, seconded by Councilmember Tracy Hoos to reject the legal opinion issued by former Interim City Attorney Keri Spencer and to enter into the public record the legal opinions provided by both the City of Muskogee's legal counsel and the Martin Luther King Trust Authority's legal counsel.

AYE: Mayor Ryan Lowe, Councilmember Tracy Hoos, Councilmember Shirley Hilton-Flanary, Councilmember Melody Cranford, Councilmember Tom Martindale, Councilmember Mike Brawley, Councilmember Jeremy Schuler, Councilmember D. Boots

Other: Deputy Mayor Derrick Reed (ABSTAIN)

Carried

11 Hold a Public Hearing and discuss related action on CDBG-DR 2022 Grant application for Meadows Stormwater Master Plan Study, and take other necessary action. (Mike Stewart)

Mayor Ryan Lowe opened the Public Hearing.

Deputy Mayor Derrick Reed left the meeting at 6:26 p.m.

Assistant Public Works Director Avery Rigney stated this is a grant application for the Meadows Stormwater Master Plan Study, for the May 2022 flood. Mr. Rigney explained this is the second time this has been presented to Council as some steps were missed in the grant application. Mr. Rigney explained this is for engineering only and not for any physical upgrades. It will, however, set out a path forward to pay for those physical upgrades using subsequent grants utilizing stormwater fees.

Mayor Ryan Lowe closed the Public Hearing.

Motion was made by Councilmember Tracy Hoos, seconded by Councilmember Jeremy Schuler to approve the CDBG-DR 2022 Grant application for Meadows Stormwater Master Plan Study.

AYE: Mayor Ryan Lowe, Councilmember Tracy Hoos, Councilmember Shirley Hilton-Flanary, Councilmember Melody Cranford, Councilmember Tom Martindale, Councilmember Mike Brawley, Councilmember Jeremy Schuler, Councilmember D. Boots

Carried - Unanimously

12 Consider approval of Resolution No. 3107 to submit an application to the Oklahoma Department of Commerce for a CDBG-DR 2022 Grant for The Meadows Stormwater Master Plan Study, and to provide matching funds to the project, or take other necessary action. (Mike Stewart)

Assistant Public Works Director Avery Rigney stated this resolution is a requirement of the application process and states the City will provide a voluntary match of $10,000.00 of the total $254,200.00 project cost.

Motion was made by Councilmember Tracy Hoos, seconded by Councilmember Shirley Hilton-Flanary to approve Resolution No. 3107 to submit an application to the Oklahoma Department of Commerce for a CDBG-DR 2022 Grant for The Meadows Stormwater Master Plan Study, and to provide matching funds to the project.

AYE: Mayor Ryan Lowe, Councilmember Tracy Hoos, Councilmember Shirley Hilton-Flanary, Councilmember Melody Cranford, Councilmember Tom Martindale, Councilmember Mike Brawley, Councilmember Jeremy Schuler, Councilmember D. Boots

Carried - Unanimously

13 Consider approval to adopt a Subrogation Agreement, CDBG-DR 2022, as required for the application to the CDBG-DR 2022 Grant for the Meadows Stormwater Master Plan Study, or take other necessary action. (Mike Stewart)

Motion was made by Councilmember Melody Cranford, seconded by Councilmember Shirley Hilton-Flanary to approve to adopt a Subrogation Agreement, CDBG-DR 2022, as required for the application to the CDBG-DR 2022 Grant for the Meadows Stormwater Master Plan Study,

AYE: Mayor Ryan Lowe, Councilmember Tracy Hoos, Councilmember Shirley Hilton-Flanary, Councilmember Melody Cranford, Councilmember Tom Martindale, Councilmember Mike Brawley, Councilmember Jeremy Schuler, Councilmember D. Boots

Carried - Unanimously

14 Consider approval to adopt a Citizen Participation Plan as required for the City's applications to the CDBG-DR 2022 Grant for the Meadows Stormwater Master Plan study, or take other necessary action. (Mike Stewart)

Assistant Public Works Director Avery Rigney stated the Citizen Participation Plan is a requirement for application of this grant. Staff recommended approval.

Deputy Mayor Derrick Reed returned to the meeting at 6:30 p.m.

Motion was made by Councilmember Shirley Hilton-Flanary, seconded by Councilmember Mike Brawley to approve to adopt a Citizen Participation Plan as required for the City's applications to the CDBG-DR 2022 Grant for the Meadows Stormwater Master Plan study.

AYE: Mayor Ryan Lowe, Deputy Mayor Derrick Reed, Councilmember Tracy Hoos, Councilmember Shirley Hilton-Flanary, Councilmember Melody Cranford, Councilmember Tom Martindale, Councilmember Mike Brawley, Councilmember Jeremy Schuler, Councilmember D. Boots

Carried - Unanimously

15 (No Action) Discuss and receive a report from the Oklahoma Department of Transportation (ODOT) regarding the Highway 69 Road Project, and take other necessary action. (Mike Stewart)

Chris Wallace, Division Engineer for ODOT, reported on the upcoming Highway 69 Road Project.

16 Consider approval of Resolution No. 3110 declaring items of personal property presently in possession of the City of Muskogee, to be surplus to the needs of the City of Muskogee, and authorize the City Manager, or his designee, to offer for sale or dispose of the same, all as per attached list, or take other necessary action. (Kendal Francis)

City Manager Kendal Francis stated the recent Public Safety Tax has allowed the department to purchase new equipment, and in turn, allows the department to surplus old equipment. At this time, there are eight (8) radios with chargers ready for surplus.

Motion was made by Councilmember Tracy Hoos, seconded by Councilmember Tom Martindale to approve Resolution No. 3110 declaring items of personal property presently in possession of the City of Muskogee, to be surplus to the needs of the City of Muskogee, and authorize the City Manager, or his designee, to offer for sale or dispose of the same, all as per attached list.

AYE: Mayor Ryan Lowe, Deputy Mayor Derrick Reed, Councilmember Tracy Hoos, Councilmember Shirley Hilton-Flanary, Councilmember Melody Cranford, Councilmember Tom Martindale, Councilmember Mike Brawley, Councilmember Jeremy Schuler, Councilmember D. Boots

Carried - Unanimously

17 Consider approval for the Muskogee Police Department to donate eight (8) radios and chargers declared surplus to the needs of the City, to the Mountain View Volunteer Fire Department, or take other necessary action. (Chad Farmer)

Police Chief Chad Farmer stated the aforementioned radios would be donated to the Mountain View Volunteer Fire Department, as they are no longer needed by our agency.

Motion was made by Councilmember Tracy Hoos, seconded by Councilmember Jeremy Schuler to approve Muskogee Police Department to donate eight (8) radios and chargers declared surplus to the needs of the City, to the Mountain View Volunteer Fire Department.

AYE: Mayor Ryan Lowe, Deputy Mayor Derrick Reed, Councilmember Tracy Hoos, Councilmember Shirley Hilton-Flanary, Councilmember Melody Cranford, Councilmember Tom Martindale, Councilmember Mike Brawley, Councilmember Jeremy Schuler, Councilmember D. Boots

Carried - Unanimously

18 Consider approval for the Police Department to hire Metro Emergency Upfitters, LLC, for the purpose of upfitting 20 new police vehicles with emergency equipment, under State Contract SW 141 and SW 142, in the amount of $358,747.77, or take other necessary action. (Chad Farmer)

Police Chief Chad Farmer stated this will upfit the 20 new Ford Explorers with emergency equipment.

Motion was made by Councilmember Shirley Hilton-Flanary, seconded by Councilmember Mike Brawley to approve the Police Department to hire Metro Emergency Upfitters, LLC, for the purpose of upfitting 20 new police vehicles with emergency equipment, under State Contract SW 141 and SW 142, in the amount of $358,747.77.

AYE: Mayor Ryan Lowe, Deputy Mayor Derrick Reed, Councilmember Tracy Hoos, Councilmember Shirley Hilton-Flanary, Councilmember Melody Cranford, Councilmember Tom Martindale, Councilmember Mike Brawley, Councilmember Jeremy Schuler, Councilmember D. Boots

Carried - Unanimously

19 Consider approval for the Muskogee Police Department to accept a donation in the amount of $3,546.00 from the Cherokee Nation, or take other necessary action. (Chad Farmer)

Police Chief Chad Farmer stated this donation from Cherokee Nation will be used for officer wellness.

Motion was made by Councilmember Tracy Hoos, seconded by Councilmember Shirley Hilton-Flanary to approve for the Muskogee Police Department to accept a donation in the amount of $3,546.00 from the Cherokee Nation.

AYE: Mayor Ryan Lowe, Deputy Mayor Derrick Reed, Councilmember Tracy Hoos, Councilmember Shirley Hilton-Flanary, Councilmember Melody Cranford, Councilmember Tom Martindale, Councilmember Mike Brawley, Councilmember Jeremy Schuler, Councilmember D. Boots

Carried - Unanimously

20 Consider approval for the City Manager to negotiate and execute an agreement with Professional Engineering Consultants (PEC), in an amount not-to-exceed $380,000.00, for development of a Compressive Safety Action Plan for the City's transportation system as a part of the Safe Streets 4 All Grant, or take other necessary action. (Mike Stewart)

Assistant Public Works Director Avery Rigney stated this is an 80/20 split and is a budgeted item.

Councilmember D. Boots left the meeting at 6:45 p.m.

Councilmember D. Boots returned to the meeting at 6:48 p.m.

Motion was made by Councilmember Tracy Hoos, seconded by Councilmember Melody Cranford to approve the City Manager to negotiate and execute an agreement with Professional Engineering Consultants (PEC), in an amount not-to-exceed $380,000.00, for development of a Compressive Safety Action Plan for the City's transportation system as a part of the Safe Streets 4 All Grant.

AYE: Mayor Ryan Lowe, Deputy Mayor Derrick Reed, Councilmember Tracy Hoos, Councilmember Shirley Hilton-Flanary, Councilmember Melody Cranford, Councilmember Tom Martindale, Councilmember Mike Brawley, Councilmember Jeremy Schuler, Councilmember D. Boots

Carried - Unanimously

21 Consider approval to ratify the emergency repair of the Trickling Filter at the Wastewater Treatment Plant by Cook's Consulting, LLC, in the amount of $87,045.00, as completed under the City's Emergency Purchasing Policy, or take other necessary action. (Mike Stewart)

Public Works Director Mike Stewart stated this repair was necessary to avoid fines by ODEQ.

Motion was made by Councilmember Shirley Hilton-Flanary, seconded by Councilmember Tom Martindale to approve to ratify the emergency repair of the Trickling Filter at the Wastewater Treatment Plant by Cook's Consulting, LLC, in the amount of $87,045.00, as completed under the City's Emergency Purchasing Policy.

AYE: Deputy Mayor Derrick Reed, Councilmember Tracy Hoos, Councilmember Shirley Hilton-Flanary, Councilmember Melody Cranford, Councilmember Tom Martindale, Councilmember Mike Brawley, Councilmember Jeremy Schuler, Councilmember D. Boots

NAY: Mayor Ryan Lowe

Carried

22 Consider approval to accept ODEQ Permit No. SL000051260580, for the construction of 9,827 linear feet of twenty one (21) inch PVC sewer lines and all appurtenances, to serve the Scissortail Offsite Improvements, or take other necessary action. (Mike Stewart)

Nina Ground expressed her concerns.

Motion was made by Councilmember Tom Martindale, seconded by Councilmember Tracy Hoos to approve to accept ODEQ Permit No. SL000051260580, for the construction of 9,827 linear feet of twenty one (21) inch PVC sewer lines and all appurtenances, to serve the Scissortail Offsite Improvements.

AYE: Mayor Ryan Lowe, Deputy Mayor Derrick Reed, Councilmember Tracy Hoos, Councilmember Shirley Hilton-Flanary, Councilmember Melody Cranford, Councilmember Tom Martindale, Councilmember Mike Brawley, Councilmember Jeremy Schuler, Councilmember D. Boots

Carried - Unanimously

23 Consider approval to accept ODEQ Permit No. WL000051260075, for the construction of 5,372 linear feet of eighteen (18) inch PVC, and 3,255 linear feet of twenty-four (24) inch PVC potable water lines and all appurtenances, to serve the Water Line Upgrade 1A, or take other necessary action. (Mike Stewart)

Motion was made by Councilmember Tom Martindale, seconded by Councilmember Mike Brawley to approve to accept ODEQ Permit No. WL000051260075, for the construction of 5,372 linear feet of eighteen (18) inch PVC, and 3,255 linear feet of twenty-four (24) inch PVC potable water lines and all appurtenances, to serve the Water Line Upgrade 1A.

AYE: Mayor Ryan Lowe, Deputy Mayor Derrick Reed, Councilmember Tracy Hoos, Councilmember Shirley Hilton-Flanary, Councilmember Melody Cranford, Councilmember Tom Martindale, Councilmember Mike Brawley, Councilmember Jeremy Schuler, Councilmember D. Boots

Carried - Unanimously

24 Consider approval to accept ODEQ Permit No. WL000051260614, for the construction of 3,722 linear feet of eighteen (18) inch PVC potable water lines and all appurtenances, to serve the Water Line Upgrade 1B, or take other necessary action. (Mike Stewart)

Motion was made by Councilmember Shirley Hilton-Flanary, seconded by Councilmember Mike Brawley to approve to accept ODEQ Permit No. WL000051260614, for the construction of 3,722 linear feet of eighteen (18) inch PVC potable water lines and all appurtenances, to serve the Water Line Upgrade 1B.

AYE: Mayor Ryan Lowe, Deputy Mayor Derrick Reed, Councilmember Tracy Hoos, Councilmember Shirley Hilton-Flanary, Councilmember Melody Cranford, Councilmember Tom Martindale, Councilmember Mike Brawley, Councilmember Jeremy Schuler, Councilmember D. Boots

Carried - Unanimously

25 Consider approval for the purchase of a 2025 Mack MD 7 PacMac Knuckle Boom/Grapple Truck KBF-20H-HJ through United Engines, Oklahoma State purchasing contract SW0106, for the Environmental Control division in the amount of $221,000.00, or take other necessary action. (Mike Stewart)

Motion was made by Councilmember Melody Cranford, seconded by Councilmember Shirley Hilton-Flanary to approve the purchase of a 2025 Mack MD 7 PacMac Knuckle Boom/Grapple Truck KBF-20H-HJ through United Engines, Oklahoma State purchasing contract SW0106, for the Environmental Control division in the amount of $221,000.00.

AYE: Mayor Ryan Lowe, Deputy Mayor Derrick Reed, Councilmember Tracy Hoos, Councilmember Shirley Hilton-Flanary, Councilmember Melody Cranford, Councilmember Tom Martindale, Councilmember Mike Brawley, Councilmember Jeremy Schuler, Councilmember D. Boots

Carried - Unanimously

26 Consider approval of the appointment of Robert Page to the Historic Preservation Commission, to serve a three (3) year term, beginning October 1, 2026, and ending September 30, 2029, or take other necessary action. (Mayor Ryan Lowe)

Motion was made by Councilmember Jeremy Schuler, seconded by Councilmember D. Boots to approve the appointment of Robert Page to the Historic Preservation Commission, to serve a three (3) year term, beginning October 1, 2026, and ending September 30, 2029.

AYE: Mayor Ryan Lowe, Deputy Mayor Derrick Reed, Councilmember Tracy Hoos, Councilmember Shirley Hilton-Flanary, Councilmember Melody Cranford, Councilmember Tom Martindale, Councilmember Mike Brawley, Councilmember Jeremy Schuler, Councilmember D. Boots

Carried - Unanimously

27 Consider approval of the appointment of Alexis Gunn to the Muskogee Tourism Grant Advisory Committee, to serve an initial one (1) year term, beginning October 1, 2026, and ending July 31, 2027, or take other necessary action. (Mayor Ryan Lowe)

Motion was made by Mayor Ryan Lowe, seconded by Councilmember Tracy Hoos to approve the appointment of Alexis Gunn to the Muskogee Tourism Grant Advisory Committee, to serve an initial one (1) year term, beginning October 1, 2026, and ending July 31, 2027.

AYE: Mayor Ryan Lowe, Deputy Mayor Derrick Reed, Councilmember Tracy Hoos, Councilmember Shirley Hilton-Flanary, Councilmember Melody Cranford, Councilmember Tom Martindale, Councilmember Mike Brawley, Councilmember Jeremy Schuler, Councilmember D. Boots

Carried - Unanimously

RECOGNIZE CITIZENS WISHING TO SPEAK TO THE MAYOR AND COUNCIL.

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 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.

Nina Ground spoke about the need for Flock Cameras to be removed.

Renda Crawford spoke about 1011 Galveston, requesting help from the City to secure the property.

ADJOURN

RYAN LOWE, MAYOR

TAMMY L. TRACY, CITY CLERK

Regular City Council **1.**

Meeting Date: 10/26/2026
Submitted For: Dennis Read, Finance
Initiator: Benita Hotema, Assistant Financial Analyst
Department: Finance
Staff Information Source:

Information

AGENDA ITEM TITLE:

Consider approval of claims for all City departments September 5, 2026, through October 16, 2026, or take other necessary action.

BACKGROUND:

Claims for all City departments September 5, 2026 through October 16, 2026.

RECOMMENDED ACTION:

Approve all claims.

Fiscal Impact

Attachments

Tourism Claims 10/26/2026
Purchasing City claims 10/26/2026

MUSKOGEE TOURISM CLAIMS

CHECK NO.	VENDOR	AMOUNT	DESCRIPTION
259680	ASHLEY DAVIS	885.00	Hatbox food & catering
259809	ACTION IMPRINTS	620.00	miscellaneous
259818	BAD KITTIES LLC	2,000.00	Event Grant Sponsorship
259850	GOLF CARS OF TULSA	1,045.00	golf cart rentals
259853	GREEN COUNTRY TOURISM	300.00	miscellaneous
259855	HAMPTON INN - MUSKOGEE	5,526.00	Hotel stay for BalloonFest
259859	I 40 RACE SERVICE LLC	1,959.00	miscellaneous
259878	JACOB MOORE R	500.00	miscellaneous
259884	MUSKOGEE DAILY PHOENIX	980.00	ad/subscriptions
259893	THE COMMUNITY LIGHT FOUNDATION	500.00	miscellaneous
259911	ULINE INC	2,347.45	miscellaneous
259912	UNITED RENTALS (NORTH AMERICA)	1,399.78	miscellaneous
259950	BANK OF AMERICA	7,956.40	JUL26 purchasing card service
260113	BIG WHEEL DIGITAL MEDIA	8,333.00	digital marketin/billboards
260118	CERTIFIED TRAVEL MEDIA	6,523.97	Muskogee Activities Guide26
260138	FIVE STAR OFFICE SUPPLY	39.90	office supplies
260145	GREEN COUNTRY TOURISM	1,586.50	1/2 page ad OK Today NOV/DEC
260169	REDS PYROTECHNICS LLC	10,000.00	Balloonfest fireworks display
260243	APPLIED MEDIA CONCEPTS INC	4,348.00	OKMHOF audio/lighting
260258	BIG WHEEL DIGITAL MEDIA	8,750.00	digital marketin/billboards
260267	COFFEE NEWS OF MUSKOGEE	552.45	advertisement
260285	FIVE STAR OFFICE SUPPLY	228.10	office supplies
260289	GREEN COUNTRY TOURISM	6,282.50	1/2 page ad OK Trav Guide/1/2 page ad American Road
260299	INHOUSE ADVERTISING LLC	10,000.00	Radio/TV/Billboard Balloonfest ads
260305	LAMAR TEXAS LIMITED PARTNERSHI	1,135.00	miscellaneous
260308	LEE ENTERPRISES, INC	850.00	miscellaneous
260333	OKLAHOMA NATURAL GAS	194.49	utility
260336	OTA-PLATEPAY	8.06	tolls
260346	SADLER PAPER COMPANY	111.67	janitorial supplies/paper goods
260357	THREE RIVERS MUSEUM	15,000.00	OCT26/NOV26/DEC26 funding

CITY OF MUSKOGEE CLAIMS

CHECK NO.	VENDOR	AMOUNT	DESCRIPTION
259508	BLUE RING LLC	90.00	utility refund
259509	BURNETT AFFORDABLE BLDINGS LLC	98.11	utility refund
259510	CONSTRUCTION 1271	2,337.73	utility refund
259511	DRS ENTERPRISES, LLC	102.92	utility refund
259512	KARCZEWSKI, VINCENT EDWARD	8.52	utility refund
259513	WEBB, KATELYN DENISE	10.01	utility refund
259514	CROSSLAND HEAVY CONTRACTORS, I	1,900,289.75	New Treatment Plant
259515	DELTA DENTAL PLAN OF OKLAHOMA	789.38	insurance
259516	DELTA DENTAL PLAN OF OKLAHOMA	100.88	insurance
259517	DELTA DENTAL PLAN OF OKLAHOMA	29,873.52	insurance
259518	THE ZERO CARD, INC.	14,649.21	insurance
259519	ACTION GROUP STAFFING	10,918.84	temp employees
259520	APAC CENTRAL INC	6,273.69	road materials contractor
259521	ARCHERS CLEANERS INC	450.63	miscellaneous
259522	B & R ELECTRIC SERVICE INC	2,000.00	electrical supplies/services
259523	BANNER FIRE EQUIPMENT INC	867.82	Fire parts/equipment
259524	BCS INSURANCE COMPANY	72,513.94	insurance
259525	THE BECKMAN COMPANY	3,093.00	Airport premises liability/Treasurer bond
259526	BEN E. KEITH	1,037.99	concessions
259527	BLESSED GROUND MAINTENANCE	300.00	mowing/lawn contractor
259528	DALE L BOOTS, JR	150.00	allowance
259529	BRENNTAG SOUTHWEST INC	10,881.92	chemical contractor
259530	BROKEN ARROW ELECTRIC	29.90	electrical supplies/services
259531	BROWN'S SHOE FIT CO #87	148.49	employee boots
259532	BURTON POOLS AND SPAS, LLC	3,255.96	swim&fit/spaulding acid scrubber
259533	CAGLE'S FLOWERS & GIFTS	70.00	miscellaneous
259534	CDW GOVERNMENT INC	2,454.97	IT miscellaneous
259535	CINCINNATI RADIATOR SERVICE IN	560.00	fleet miscellaneous
259536	CINTAS CORPORATION #2	2,642.18	uniforms/janitorial
259537	CITYWIDE PROPERTY MAINTENANCE	700.00	mowing/lawn contractor
259538	CIVICPLUS, LLC	24,255.01	SEE CLICK FIX reporting program
259539	COOK CONSULTING LLC	621,311.07	S Country Club Rd./water leaks
259540	CORE & MAIN LP	241.24	public works parts
259541	MELODY CRANFORD	150.00	allowance
259542	SEAN CUNNINGHAM	3,456.11	Grandview Park restrooms
259543	DAVID'S DISCOUNT TIRES INC	1,562.05	fleet miscellaneous
259544	KENYONNE DERRICK	210.00	teen center fitness
259545	DESTINY SNOW	15.10	miscellaneous
259546	DIANA WILSON	110.04	travel/training
259547	DOBBS, FORREST	1,800.00	demo bond refund
259548	DRIVE SHAFTS INC	416.48	fleet miscellaneous
259549	EAGLE REDI-MIX CONCRETE, LLC	12,519.50	concrete contractor
259550	JERRY EATON SCOTT	120.00	teen center tutoring
259551	EXPRESS EMPLOYMENT PROFESSIONA	6,678.12	temp employees
259552	FASTENAL COMPANY	954.33	parts/supplies/janitorial
259553	AVERY LAWN CARE	2,585.00	mowing/lawn contractor
259554	FIRE SERVICE TRAINING	729.00	fire training

259555	CADENCE PETROLEUM GROUP	40,818.48	fuel
259556	LORNA K. GOOD DBA GOOD CONCRET	3,761.25	concrete work
259557	GRAINGER	2,392.95	parts/supplies/janitorial
259558	GREAT PLAINS CONSULTING	6,835.00	Keetowah lift station#16/D.W.T.P pump replacement
259559	GREEN COUNTRY TESTING	975.00	miscellaneous
259560	HARRISON TIRE & SUPPLY	330.00	fleet miscellaneous
259561	USA BLUEBOOK	121.07	Public works lab equipment
259562	SHIRLEY HILTON-FLANARY	150.00	allowance
259563	TRACY ALAN HOOS II	150.00	allowance
259564	I 40 RACE SERVICE LLC	75.00	miscellaneous
259565	JAY HODGE CHEVROLET CADILLAC I	44.62	fleet miscellaneous
259566	JONAS FITNESS, INC	847.32	fitness on demand
259567	REVERSING RADIO, LLC	4,714.70	Due to Promoter - Yacht Rockin
259568	TRAINING KAMP, LLC	240.00	teen center fitness
259569	LAKE REGION ELECTRIC COOPERATI	4,288.00	city utility
259570	LOCKE SUPPLY CO	42.61	miscellaneous
259571	LOVE BOTTLING CO - #111902	41.28	concessions
259572	LOVE BOTTLING CO - #170700	414.00	concessions
259573	RYAN LOWE	150.00	allowance
259574	LOWES	532.59	supplies/parts/tools
259575	MARVIN'S MOWERS AND OUTDOOR LL	304.00	miscellaneous parts
259576	MAZZIO'S LLC	449.85	miscellaneous
259577	MEDIC BATTERIES	230.97	miscellaneous
259578	MMSGS	302.43	miscellaneous
259579	MORGAN SERVICES COMPANY LLC	260.00	towing services
259580	MUNICIPALH2O.COM	500.00	miscellaneous
259581	KELLY MURRY	127.50	airport janitorial services
259582	MUSKOGEE COMMUNICATIONS, INC.	2,070.00	IT communications
259583	MUSKOGEE MEDICAL CENTER AUTHOR	14,720.28	PD car loan principal/interest
259584	NAFECO INC	122.50	miscellaneous
259585	OFFICE DEPOT	52.76	office supplies
259586	OKLAHOMA MUNICIPAL ASSURANCE G	238,499.00	Auto & Property City premiums
259587	OKLAHOMA NATURAL GAS	91.00	city utility
259588	OLSSON ASSOCIATES	63,112.73	engineering services
259589	ONE SOURCE WATER LLC	96.62	miscellaneous
259590	OPTIMUM BUSINESS	26.00	IT communications
259591	OREILLY AUTO PARTS	1,432.51	fleet parts/tools
259592	P & K EQUIPMENT	1,303.63	miscellaneous
259593	PATE INDUSTRIAL SUPPLY INC	186.91	miscellaneous
259594	PIED PIPER SERVICES	79.00	miscellaneous services
259595	PLANNING DESIGN GROUP	3,500.00	Grandview Park new restroom facility
259596	PORTCITY BODYSHOP INC DBA SAFE	505.00	fleet services/parts
259597	ADAM M. POTTS DBA LAWNSTARS	700.00	mowing/lawn contractor
259598	PREMIER TRUCK GROUP	258.07	fleet miscellaneous
259599	DERRICK REED	231.85	allowance
259600	RENFRO ELECTRIC	1,657.50	electrical service
259601	RETAIL ATTRACTIONS LLC	4,000.00	consulting services
259602	ROSSON WHEEL SERVICE	115.00	miscellaneous

259603	RUSH TRUCK CENTERS OF OKLAHOMA	2,590.74	fleet parts
259604	SADLER PAPER COMPANY	1,384.00	janitorial supplies/paper goods
259605	JENNIFER SARGENT	180.00	miscellaneous
259606	SBA 2012 TC ASSETS	1,276.28	miscellaneous
259607	JEREMY SCHULER	150.00	allowance
259608	JAMES SOUTHCOTT A	100.00	All Aboard train conductor
259609	SPECIAL OPS UNIFORMS	1,976.09	Police office uniforms
259610	STANDARD INSURANCE COMPANY	144.54	insurance
259611	STAUB INVESTMENTS INC. DBA GAL	100.00	miscellaneous
259612	STEWART MARTIN EQUIPMENT	858.20	miscellaneous
259613	T-MOBILE USA INC.	3,470.05	IT communications
259614	TECHNICAL PROGRAMMING SERVICES	556.63	bill notices
259615	THERMO FISHER SCIENTIFIC-ASHEV	232.11	miscellaneous
259616	TLS GROUP, INC	229,688.13	signal maintenance
259617	TOMMY NIX AUTO GROUP, LLC	5.31	fleet services/parts
259618	TOTAL ADMINISTRATIVE SERVICES	640.74	miscellaneous
259619	TULSA WINWATER CO.	4,000.64	Public Works hydrants pipes & fittings
259620	TYLER ALLEN	88.00	miscellaneous
259621	UTILITY TECHNOLOGY SERVICES IN	42.50	commercial meters
259622	VISION SERVICES PLAN, OKLAHOMA	10,580.18	insurance
259623	W & W INVESTMENTS-AKERS COLLIS	2,597.07	fleet parts/service
259624	WASTE MANAGEMENT OF OKLAHOMA I	85.05	landfill
259625	WATER TECH, INC.	20,250.00	chemical contractor
259626	RUTLEDGE WHITTINGTON CHARLES	600.00	miscellaneous
259627	YORK & MAIN EQUITY GROUP INC	51,176.00	sanitary/storm sewer repair
259628	YORK STREET TIRES INC	4,835.20	fleet parts/service
259629	THE ZERO CARD, INC.	12,772.80	insurance
259630	JAMES HODGE FORD-LINCOLN-MERC	46,282.00	Fire unit 31 vehicle
259631	JOHN DEERE FINANCIAL F.S.B.	2,767.90	miscellaneous/uniforms
259632	ANDREWS, CHERYL	36.06	utility refund
259633	CHRISTIE, DEBRA	85.24	utility refund
259634	CONTRERAS-INESTROZA, SINDY C	548.56	utility refund
259635	CUSTOM ELITE PROPERTY	18.30	utility refund
259636	CUSTOM ELITE PROPERTY MGMT	11.52	utility refund
259637	CUSTOM TOUCH RENTAL	8.17	utility refund
259638	DONG, LIN JI	7.08	utility refund
259639	DUNLAP, GARY	3.73	utility refund
259640	JONES, SHERRI	16.29	utility refund
259641	MID CONTINENT CONSTRUCTION	2.99	utility refund
259642	MUSKOGEE COUNTY COMMUNITY ACTI	5.95	utility refund
259643	P & K PROPERTIES	72.27	utility refund
259644	PHIKIM PROPERTIES, LLC	100.00	utility refund
259645	PHILLIPS, JAN	60.00	utility refund
259646	PIERCE, NATHAN J JR	26.43	utility refund
259647	REI, LLC	100.00	utility refund
259648	RIVER RUN HOMES LLC	90.00	utility refund
259649	ROYSE, BRANDON K	10.00	utility refund
259650	TOTAL MANAGEMENT, LLC	29.69	utility refund
259651	BLUECROSS/BLUE SHIELD OF OK	14,789.00	insurance

259652	BLUECROSS/BLUE SHIELD OF OK	65,021.32	insurance
259653	BLUECROSS/BLUE SHIELD OF OK	76,730.68	insurance
259654	ACCURATE LABS & TRAINING CENTE	200.00	water testing/lab
259655	ACTION GROUP STAFFING	7,383.32	temp employees
259656	AIRGAS USA LLC	146.30	miscellaneous
259657	APAC CENTRAL INC	4,911.36	road materials contractor
259658	B & R ELECTRIC SERVICE INC	4,540.00	electrical supplies/services
259659	BANNER FIRE EQUIPMENT INC	143.90	Fire parts/equipment
259660	BLESSED GROUND MAINTENANCE	16,025.00	mowing/lawn contractor
259661	RON E BOLAND	11,589.71	Garden of Lights arch/strands
259662	BOONE LASATER	780.00	travel/training
259663	BRANDON BYCROFT	343.00	travel/training
259664	BRANT & ASSOCIATES	55.35	collection fee and letters
259665	BRENNTAG SOUTHWEST INC	36,122.03	chemical contractor
259666	BROKEN ARROW ELECTRIC	1,179.91	electrical supplies/services
259667	BROWN'S SHOE FIT CO #87	368.97	employee boots
259668	CATALYNT SOLUTIONS, INC	7,972.00	chemical contractor
259669	SHEENA CAUTHON	50.00	swim&fit instructor
259670	CHARBONNEAU, BILLY JO	100.00	swim&fit instructor
259671	THE CHILDS LAW FIRM, PLLC	2,835.00	miscellaneous
259672	CINCINNATI RADIATOR SERVICE IN	525.00	fleet miscellaneous
259673	CINTAS CORPORATION #2	3,199.16	uniforms/janitorial
259674	CITYWIDE PROPERTY MAINTENANCE	1,750.00	mowing/lawn contractor
259675	CLEET	3,296.61	monthly cleet fees
259676	CORE & MAIN LP	7,845.54	public works parts
259677	CREATIVE APPAREL & MORE	348.08	miscellaneous
259678	A & M CUSTOMS	3,444.00	miscellaneous
259679	DAVID'S DISCOUNT TIRES INC	260.00	fleet miscellaneous
259681	DEBRA DELZEIT	150.00	swim&fit instructor
259682	DEPARTMENT OF ENVIRONMENTAL QU	62.00	miscellaneous
259683	EAGLE REDI-MIX CONCRETE, LLC	7,516.25	concrete contractor
259684	EAST CENTRAL ELECTRIC	776.23	city utility
259685	CHARLES EMERSON W	1,000.00	Oktoberfest performance
259686	EXPRESS EMPLOYMENT PROFESSIONA	7,737.59	temp employees
259687	FASTENAL COMPANY	679.01	parts/supplies/janitorial
259688	AVERY LAWN CARE	1,810.00	mowing/lawn contractor
259689	FIVE STAR DEMOLITION	19,226.28	demo contractor
259690	FLEETPRIDE INC	160.57	fleet miscellaneous
259691	FLEXPLAN ADMINISTRATORS, INC	395.00	insurance
259692	CADENCE PETROLEUM GROUP	20,491.95	fuel
259693	KARLA D GIBSON	100.00	swim&fit instructor
259694	LORNA K. GOOD DBA GOOD CONCRET	8,850.00	concrete work
259695	GORDON'S HEATING-AIR CONDITION	11,283.00	HVAC services - City locations
259696	GRAINGER	40.59	parts/supplies/janitorial
259697	GREAT PLAINS CONSULTING	43,170.00	WWTP Improvements/S.Country Club Rd.
259698	GUARD TRONIC INC	686.73	security services
259699	USA BLUEBOOK	4,656.06	Public works lab equipment
259700	HIX AIR CONDITIONING SERVICE	276.00	miscellaneous
259701	HOLLOWAY UPDIKE AND BELLEN INC	5,750.00	Country Club Rd S/Lift Station#16 rehab

259702	I 40 RACE SERVICE LLC	70.00	miscellaneous
259703	IBT INC	197.38	miscellaneous
259704	INSTRUMENT & SUPPLY SOUTHWEST,	6,879.00	Public Works ISCO sampler
259705	J & R EQUIPMENT	672.62	fleet miscellaneous
259706	JAY HODGE CHEVROLET CADILLAC I	75,900.00	Code Enf vehicle/Inspections vehicle
259707	JEREMY ROSS MC PLLC	2,000.00	miscellaneous
259708	JERRY SCOTT	113.00	miscellaneous
259709	JOE GODDARD ENTERPRISES, LLC	2,350.00	miscellaneous
259710	STEVEN JOHNS II W	1,600.00	Production services for events/All Aboard
259711	JOHNSTONE SUPPLY OF TULSA	276.72	miscellaneous
259712	KADEN MCCALEB	780.00	travel/training
259713	KARISSA WALLIS	63.00	travel/training
259714	KENDAL FRANCIS	213.93	travel/training
259715	KIMBALL MIDWEST	95.07	miscellaneous
259716	KIMLEY-HORN AND ASSOCIATES, IN	35,355.00	Broadway Streetscape
259717	KAREN LAUDERDALE	50.00	swim&fit instructor
259718	LAZY J PROPERTIES, ANGELA JACK	75.00	swim&fit instructor
259719	LB TECHNOLOGY, INC.	1,557.80	miscellaneous
259720	LIBERTY FLAGS	723.60	miscellaneous
259721	THE LIFEGUARD STORE	514.32	Parks miscellaneous
259723	LOGAN STERLING	780.00	travel/training
259724	LOVE BOTTLING CO - #208410	33.12	concessions
259725	LOVE BOTTLING CO - #515580	22.08	miscellaneous
259726	LOWES	1,376.90	supplies/parts/tools
259727	MHC KENWORTH - TULSA	282.50	miscellaneous
259728	KELLY MURRY	495.00	airport janitorial services
259729	MUSKOGEE CITY COUNTY 911 TRUST	166,313.74	July/Aug/Sep26 dispatch fees & yearly mantenance
259730	MUSKOGEE CITY-COUNTY PORT AUTH	233.12	miscellaneous
259731	MUSKOGEE COUNTY CLERK	486.00	filing fees
259732	MUSKOGEE COUNTY SHERIFFS DEPAR	7,614.00	JUL26 jail bill
259733	MUSKOGEE DAILY PHOENIX	47.30	ad/subscriptions
259734	MUSKOGEE LOCK & KEY	351.95	miscellaneous
259735	NAFECO INC	723.71	miscellaneous
259736	NUESYNERGY, INC.	413.80	insurance
259737	OFFICE CONNECTIONS LLC	1,385.48	office supplies
259738	OKLAHOMA FLOODPLAIN MANAGERS A	125.00	miscellaneous
259739	OKLAHOMA MUNICIPAL LEAGUE	50.00	miscellaneous
259740	OKLAHOMA NATURAL GAS	1,239.17	city utility
259741	OKLAHOMA NATURAL GAS	207,743.01	city utility
259742	OKLAHOMA UNIFORM BUILDING CODE	668.00	miscellaneous
259743	OLSSON ASSOCIATES	229,525.00	engineering services
259744	ONE SOURCE WATER LLC	150.01	miscellaneous
259745	OREILLY AUTO PARTS	4,563.62	fleet parts/tools
259746	OSBI	3,301.61	monthly fees
259747	OSBI	3,157.01	monthly fees
259748	OTA/PIKE PASS	42.57	tolls
259749	PORTCITY BODYSHOP INC DBA SAFE	335.00	fleet services/parts
259750	PREMIER TRUCK GROUP	192.51	fleet miscellaneous

259751	SHERRY S. RICE	100.00	swim&fit instructor
259752	ROSENSTEIN, FIST & RINGOLD, IN	13,334.26	professional legal services
259753	ALLIED ELECTRONICS	249.94	miscellaneous
259754	SADLER PAPER COMPANY	748.76	janitorial supplies/paper goods
259755	SAINT FRANCIS HOSPITAL INC	1,462.15	medical services
259756	SCOTT FLETCHER	1,331.52	travel/training
259757	STEVEN WARRIOR	343.00	travel/training
259758	STEWART MARTIN EQUIPMENT	28,535.46	two Kubota RTVs - cemetery
259759	TAYLOR MILLS	63.00	travel/training
259760	TECHNICAL PROGRAMMING SERVICES	3,935.99	bill notices
259761	TENDER TOUCH AUTO WASH INC	1,051.00	fleet miscellaneous
259762	TERA SHOWS	337.16	travel/training
259763	TETRA TECH INC	19,150.00	manhole inspections/mapping corrections
259764	TOTAL BODY EXPERTS LLC	3,476.00	Swim&Fitness equipment
259765	TREYTON BAILEY	780.00	travel/training
259766	TYLER ALLEN	780.00	travel/training
259767	UNITED ENGINES LLC	65.83	miscellaneous
259768	UTILITY SUPPLY CO	750.00	miscellaneous
259769	W & W INVESTMENTS-AKERS COLLIS	14,236.03	fleet parts/service
259770	WASTE MANAGEMENT OF OKLAHOMA I	20,800.54	landfill
259771	CINDY WAYMAN	250.00	swim&fit instructor
259772	JACK WEAVER EUGENE	50.00	swim&fit instructor
259773	LAURA WICKIZER	125.00	swim&fit instructor
259774	WILL SEWARD	780.00	travel/training
259775	RANDI WILLIAMS	25.00	swim&fit instructor
259776	YORK STREET TIRES INC	2,224.31	fleet parts/service
259777	LOCKE SUPPLY CO	2,068.33	miscellaneous
259778	LOWES	189.05	supplies/parts/tools
259779	THE ZERO CARD, INC.	18,913.20	insurance
259780	BLUECROSS/BLUE SHIELD OF OK	140,235.16	insurance
259781	ANDREWS, CHERYL D	111.05	utility refund
259782	ARREOLA, KRISTI	0.26	utility refund
259783	BENSON, KELLEY L	7.08	utility refund
259784	BLUE RING LLC	90.00	utility refund
259785	BRANDT, BETH	216.55	utility refund
259786	CUSTOMIZED DISTRIBUTION	469.17	utility refund
259787	DAUGHERTY, TAMMY S	31.96	utility refund
259788	DEERINGWATER, LORI A	108.33	utility refund
259789	HACH COMPANY	1,890.61	water lab supplies/equipment
259790	HAMLIN, BOB	37.00	utility refund
259791	HARRISON, JAMES E	60.00	utility refund
259792	HUNT, THOMAS & TERESA M	47.87	utility refund
259793	HUTCHERSON, CHERYL A	100.00	utility refund
259794	INTERSTATE PROPERTIES, INC	6.69	utility refund
259795	LAWSON, JORDYN L & TREVON J	7.08	utility refund
259796	MORALES SALAZAR, ROBERTO C	22.18	utility refund
259797	MUSK CO COMM ACTION	68.29	utility refund
259798	OAKES, STACY D	59.34	utility refund
259799	ONEBEAR, SKYLEER & BAKER, RACH	15.06	utility refund

259800	PRYOR, TURNER LEON	0.01	utility refund
259801	SENOR LOPEZ MEXICAN GRILL	7.37	utility refund
259802	SHEFFIELD, DAMON R	1.52	utility refund
259803	WATERS, DANA	105.82	utility refund
259804	WEIDEL, JERRI	68.29	utility refund
259805	ABEL, C.B.	1,200.00	demo bond refund
259806	ACCURATE LABS & TRAINING CENTE	260.00	water testing/lab
259807	ACECO RENTAL AND SALES	168.00	miscellaneous
259808	ACTION GROUP STAFFING	10,314.28	temp employees
259809	ACTION IMPRINTS	314.50	miscellaneous
259810	ADVANCED WORKZONE SERVICES, LL	1,835.00	traffic miscellaneous supplies
259811	CARTER COUNTY BANK	4,700.00	engineering for new Airport hangar/rehab projects
259812	AMERICAN MUNICIPAL SERVICES	455.82	utility collection fees
259813	AMERICAN RED CROSS-TRAINING SE	152.00	miscellaneous
259814	APAC CENTRAL INC	3,914.70	road materials contractor
259815	APPLIED MEDIA CONCEPTS INC	3,530.00	Yacht Rock audio/lighting system
259816	AT&T #918 682-2825 211 0	202.28	IT communications
259817	ATLAS MATERIAL HANDLING LLC	906.00	miscellaneous
259819	FERGUSON BUSINESS FORMS, LLC	1,670.64	miscellaneous
259820	THE BECKMAN COMPANY	30.00	miscellaneous
259821	BEN E. KEITH	328.38	concessions
259822	BEST VERSION MEDIA LLC	353.60	miscellaneous
259824	BLESSED GROUND MAINTENANCE	2,020.00	mowing/lawn contractor
259825	BRENNTAG SOUTHWEST INC	10,658.45	chemical contractor
259826	BUILDING SERVICES LLC	20,932.40	OKMHOF door install final
259827	CINCINNATI RADIATOR SERVICE IN	470.00	fleet miscellaneous
259828	CINTAS CORPORATION #2	2,925.19	uniforms/janitorial
259829	CITYWIDE PROPERTY MAINTENANCE	700.00	mowing/lawn contractor
259830	CODALE FORD	300.00	travel/training
259831	CORE & MAIN LP	34,018.72	public works parts
259832	CRAWFORD & ASSOCIATES, P.C.	10,495.00	FY25/26 financial statements
259833	A & M CUSTOMS	2,150.00	miscellaneous
259834	DAVID'S DISCOUNT TIRES INC	131.48	fleet miscellaneous
259836	DOBSON FIBER	8,435.98	IT communications
259837	DUB ROSS COMPANY	11,192.00	Public works pipe
259838	EAGLE REDI-MIX CONCRETE, LLC	12,881.00	concrete contractor
259839	EAST CENTRAL ELECTRIC	145.00	city utility
259840	ELIZABETH LEWIS	150.00	miscellaneous
259841	EXPRESS EMPLOYMENT PROFESSIONA	6,018.86	temp employees
259842	AVERY LAWN CARE	1,810.00	mowing/lawn contractor
259843	FIVE STAR DEMOLITION	83,586.20	demo contractor
259844	FIVE STAR OFFICE SUPPLY	158.42	office supplies
259845	FRONTIER EQUIPMENT	20,774.87	refurbish freightliner flusher truck
259846	CADENCE PETROLEUM GROUP	51,400.98	fuel
259847	GABRIELA CALVILLO	300.00	miscellaneous
259848	GERMAN-AMERICAN SOCIETY OF TUL	1,200.00	Blaskapelle performance
259849	GH2 ARCHITECTS, LLC	3,340.00	MCC-AHU Components and controls upgrade
259851	GRAINGER	684.71	parts/supplies/janitorial

259852	GREEN COUNTRY BEHAVIORAL HEALT	4,645.83	clinical sessions
259854	HACH COMPANY	156.79	water lab supplies/equipment
259856	HARRISON TIRE & SUPPLY	1,275.00	fleet miscellaneous
259857	USA BLUEBOOK	905.35	Public works lab equipment
259858	HONOR HEIGHTS VET CLINIC #6530	964.48	miscellaneous
259860	IDEXX DISTRIBUTION, INC.	1,749.59	miscellaneous
259861	INCOR	2,340.00	Recycle Center services
259862	INDIAN CAPITAL TECHNOLOGY CENT	15.00	miscellaneous
259863	INHOUSE ADVERTISING LLC	600.00	Billboard ad
259864	ISABEL DUARTE	150.00	miscellaneous
259865	JAMES FOLSOM	318.49	travel/training
259866	JARED CAPTIAL, LLC	3,200.00	September solar lease
259867	JAXON WALTERS	88.00	miscellaneous
259868	JAY HODGE DCJR LLC	625.00	fleet miscellaneous
259869	JOE ELLIS	2,030.00	demo bond refund
259870	KIMBALL MIDWEST	78.86	miscellnaeous
259871	KIRBY - SMITH	9,941.67	fleet parts/service
259872	KTFX FM RADIO STATION	700.00	radio ad
259873	LAMAR TEXAS LIMITED PARTNERSHI	690.00	miscellaneous
259874	LEXIPOL, LLC	15,044.00	Law Enforcement wellness app
259875	LOVE BOTTLING CO - #208400	88.16	concessions
259876	LOWES	950.78	supplies/parts/tools
259877	MCINTOSH SERVICE LLC	720.40	miscellaneous
259879	KELLY MURRY	217.50	airport janitorial services
259880	MUSKOGEE CHAMBER OF COMMERCE	2,000.00	State of Muskogee table sponsor
259881	MUSKOGEE COMMUNICATIONS, INC.	637.00	IT communications
259882	MUSKOGEE COUNTY CLERK	36.00	filing fees
259883	MUSKOGEE COUNTY SHERIFFS DEPAR	13,122.00	AUG26 jail bill
259884	MUSKOGEE DAILY PHOENIX	2,092.86	ad/subscriptions
259885	NEWTON, BRYCE DBA	395.00	portable restrooms
259886	OFFICE DEPOT	57.33	office supplies
259887	OK ASSOC OF PUBLIC PROCUREMENT	189.00	OKAPP26 registration
259888	OKLAHOMA ASSOC OF CHIEFS OF PO	150.00	miscellaneous
259889	OKLAHOMA MUNICIPAL LEAGUE	95.00	miscellaneous
259890	OKLAHOMA NATURAL GAS	575.10	city utility
259891	ONE SOURCE WATER LLC	190.13	miscellaneous
259892	OREILLY AUTO PARTS	2,873.82	fleet parts/tools
259894	PREMIER TRUCK GROUP	2,636.04	fleet miscellaneous
259895	PREMIER USA INC.	894.43	temp employees
259896	PROSEGUR EAS USA, LLC	4,117.40	City Hall security services
259897	RAINES, BOBBY	1,750.00	Police new hires polygraphs
259898	NICHOLAS ROMINE	600.00	mowing/lawn contractor
259899	ROSE STATE COLLEGE WORKFORCE &	414.00	miscellaneous
259900	RUSH TRUCK CENTERS OF OKLAHOMA	120.00	fleet miscellaneous
259901	SADLER PAPER COMPANY	1,725.97	janitorial supplies/paper goods
259902	SARAH WINKLE	196.00	travel/training
259903	SOUTHERN TIRE MART, LLC	988.75	fleet parts/service
259904	SPECIAL OPS UNIFORMS	578.89	Police office uniforms
259905	STEIDLEY & NEAL, PLLC	3,978.80	miscellaneous

259906	STEWART MARTIN EQUIPMENT	343.20	miscellaneous
259907	SUPERIOR LINEN SERVICE INC	640.83	towels service
259908	TECHNICAL PROGRAMMING SERVICES	976.28	bill notices
259909	THE PC LANDING ZONE, INC	45,686.67	IT - MSP apps license/support
259910	TIGER NATURAL GAS INC	2,407.14	city utility
259913	WARREN CAT	4,638.00	fleet parts/service
259914	CINDY WAYMAN	594.00	swim&fit instructor
259915	WHEELER METALS	99.87	miscellaneous
259916	XEROX CORPORATION	607.73	IT miscellaneous
259917	YORK & MAIN EQUITY GROUP INC	137,572.00	sanitary/storm sewer repair
259918	YORK STREET TIRES INC	785.64	fleet parts/service
259919	CDW GOVERNMENT INC	108.17	IT miscellaneous
259920	DESTINY SNOW	70.00	travel/training
259921	LESLIE HAMIL	3,114.00	travel/training
259922	ADKINS, DAVID P	12.26	utility refund
259923	ANCHOR FINANCIAL SERVICES	31.71	utility refund
259924	BETHANY, JACK	60.00	utility refund
259925	BRANDT, WILLIAM	92.92	utility refund
259926	BUNCH, GINA	90.00	utility refund
259927	COFFEY, WILL	41.42	utility refund
259928	GRANITE WORKS, LLC	68.29	utility refund
259929	MUSKOGEE AFFORDABLE HOUSE	83.34	utility refund
259930	MUSKOGEE AFFORDABLE HOUSING	25.69	utility refund
259931	NUNN, DEREK A	42.19	utility refund
259932	WB3 INVESTMENTS	68.29	utility refund
259933	WILLCOX, WESLEY	22.00	utility refund
259950	BANK OF AMERICA	91,356.24	JUL26 purchasing card service
259951	FITZ, SANDRA	14.22	utility refund
259952	WATKINS, KAYLA M	17.86	utility refund
259953	ACTION GROUP STAFFING	7,977.09	temp employees
259954	APAC CENTRAL INC	683.00	road materials contractor
259955	BEN E. KEITH	161.97	concessions
259956	LOWES	1,855.87	supplies/parts/tools
259957	THIRD GENERATION ELECTRICAL IN	1,080.00	miscellaneous
259958	SYN-TECH SYSTEMS INC	5,638.00	Fuel system maintenance
259959	BH PROPERTIES & LAND	12.26	utility refund
259960	CSR, LLC	18.91	utility refund
259961	DREAM DWELLINGS, LLC	4.47	utility refund
259962	HENDERSON, JEFFREY A	5.95	utility refund
259963	HULSEY, CHARLES D	20.54	utility refund
259964	MCDOWELL, VERNON L.	90.00	utility refund
259965	PEEBLES, BOBBIE J	46.71	utility refund
259966	WATSON, KURT E	23.17	utility refund
259967	ACCURATE LABS & TRAINING CENTE	1,025.00	water testing/lab
259968	ACTION GROUP STAFFING	12,706.61	temp employees
259969	ACTION IMPRINTS	109.00	miscellaneous
259970	ADVANCED WORKZONE SERVICES, LL	5,117.10	traffic miscellaneous supplies
259971	ALLSTATE TERMITE&PEST SOLUTION	1,545.00	pest control services
259972	APAC CENTRAL INC	28,549.71	road materials contractor

259973	VIDA BERRY	458.33	swim&fit instructor
259974	BG PRODUCTS INC	621.60	miscellaneous
259975	BLESSED GROUND MAINTENANCE	10,895.00	mowing/lawn contractor
259976	BRENNTAG SOUTHWEST INC	14,946.00	chemical contractor
259977	BROKEN ARROW ELECTRIC	943.92	electrical supplies/services
259978	BROWN'S SHOE FIT CO #87	490.46	employee boots
259979	CDW GOVERNMENT INC	1,168.80	IT miscellaneous
259980	CENTERLINE SUPPLY	1,364.00	miscellaneous
259981	CHARBONNEAU, BILLY JO	100.00	swim&fit instructor
259982	CINTAS CORPORATION #2	2,680.13	uniforms/janitorial
259983	CITY OF MUSKOGEE-SWIM & FITNES	1,200.00	National Night Out26 rental
259984	CITYWIDE PROPERTY MAINTENANCE	700.00	mowing/lawn contractor
259985	CIVICPLUS, LLC	6,879.05	City Website all departments
259986	CLEARWATER CONTROLS INC.	670.00	miscellaneous
259987	CORE & MAIN LP	3,453.97	public works parts
259988	COWAN GROUP ENGINEERING LLC	74,915.13	engineering services
259989	CREATIVE APPAREL & MORE	300.40	miscellaneous
259990	CULLIGAN OF TULSA	975.00	miscellaneous
259991	DAVID'S DISCOUNT TIRES INC	747.30	fleet miscellaneous
259992	DEALERS ELECTRICAL SUPPLY	152.35	miscellaneous
259993	DEBRA DELZEIT	150.00	swim&fit instructor
259994	DRIVE SHAFTS INC	1,277.79	fleet miscellaneous
259995	EAGLE REDI-MIX CONCRETE, LLC	8,903.00	concrete contractor
259996	EVOQUA WATER TECHNOLOGIES LLC	30,415.50	chemical contractor
259997	EXPRESS EMPLOYMENT PROFESSIONA	4,618.93	temp employees
259998	FASTENAL COMPANY	804.12	parts/supplies/janitorial
259999	AVERY LAWN CARE	710.00	mowing/lawn contractor
260000	FLEETPRIDE INC	67.62	fleet miscellaneous
260001	CADENCE PETROLEUM GROUP	44,325.58	fuel
260002	KARLA D GIBSON	75.00	swim&fit instructor
260003	LORNA K. GOOD DBA GOOD CONCRET	7,874.00	concrete work
260004	GRAINGER	1,652.18	parts/supplies/janitorial
260005	GREEN COUNTRY TESTING	825.00	miscellaneous
260006	GT DISTRIBUTORS INC	3,228.00	Police miscellaneous
260007	HARRISON TIRE & SUPPLY	445.00	fleet miscellaneous
260008	HAWKINS, INC.	33,525.26	chemical contractor
260009	USA BLUEBOOK	221.13	Public works lab equipment
260010	HOLLOWAY UPDIKE AND BELLEN INC	336.00	HHP Pond spillway & bridge improvements
260011	IBT INC	53.19	miscellaneous
260012	INTEGRITY STAFFING SOLUTIONS,	610.28	temp employees
260013	JOHNSTONE SUPPLY OF TULSA	734.75	miscellaneous
260014	JMDG	285.64	miscellaneous
260015	KAREN LAUDERDALE	100.00	swim&fit instructor
260016	LAZY J PROPERTIES, ANGELA JACK	100.00	swim&fit instructor
260017	LOCKE SUPPLY CO	295.61	miscellaneous
260018	LOVE BOTTLING CO - #208410	16.56	concessions
260019	LOWES	2,087.52	supplies/parts/tools
260020	MARVIN'S MOWERS AND OUTDOOR LL	313.03	miscellaneous parts
260021	MES I ACQUISITION INC	2,080.00	Fire rescue tool service

260022	MMSGS	226.83	miscellaneous
260023	KELLY MURRY	142.50	airport janitorial services
260024	MUSKOGEE COUNTY BAR ASSOCIATIO	150.00	miscellaneous
260025	MUSKOGEE DAILY PHOENIX	39.60	ad/subscriptions
260026	MUSKOGEE FENCE & DECK CO	2,580.00	trail-fence behind dog park install
260027	MUSKOGEE SIGN AND BANNER	101.25	miscellaneous
260028	MUSKOGEE YOUTH SERVICES	2,462.72	AUG26 juvenile workers
260029	NAACP	400.00	miscellaneous
260030	NAFECO INC	746.29	miscellaneous
260031	OG&E - ACCT #35947999-5	107,628.11	city utility
260032	OKLAHOMA NATURAL GAS	1,808.08	city utility
260033	OLSSON ASSOCIATES	51,017.13	engineering services
260034	ONE SOURCE WATER LLC	302.13	miscellaneous
260035	OPTIMUM BUSINESS	26.00	IT communications
260037	OREILLY AUTO PARTS	5,499.95	fleet parts/tools
260038	OTA-PLATEPAY	23.76	tolls
260039	PATE INDUSTRIAL SUPPLY INC	482.93	miscellaneous
260040	PAYNE MEDIA GROUP LLC	1,000.00	miscellaneous
260041	PETE'S MACHINE SHOP & ENGINE P	707.15	fleet miscellaneous
260042	PORTCITY BODYSHOP INC DBA SAFE	250.00	fleet services/parts
260043	PREMIER TRUCK GROUP	475.29	fleet miscellaneous
260044	RETAIL ATTRACTIONS LLC	4,000.00	consulting services
260045	SHERRY S. RICE	75.00	swim&fit instructor
260046	ROSSCON, LLC.	385,536.47	Round 3 Mill & Overlay
260047	RUSH TRUCK CENTERS OF OKLAHOMA	334.74	fleet miscellaneous
260048	SADLER PAPER COMPANY	255.34	janitorial supplies/paper goods
260049	SHERWIN-WILLIAMS COMPANY	547.06	miscellaneous
260050	STANDARD INSURANCE COMPANY	23,946.78	insurance
260051	TECHNICAL PROGRAMMING SERVICES	7,196.36	bill notices
260052	TONTO CONSTRUCTION INC	19,044.00	Biosolid removal/disposal
260053	TULSA TECHNOLOGY CENTER	11,772.00	Cleet training for Police recruits
260054	UTILITY TECHNOLOGY SERVICES IN	11,652.50	commercial meters
260055	WASTE MANAGEMENT OF OKLAHOMA I	22,796.26	landfill
260056	WATER TECH, INC.	20,016.00	chemical contractor
260057	CINDY WAYMAN	275.00	swim&fit instructor
260058	JACK WEAVER EUGENE	50.00	swim&fit instructor
260059	LAURA WICKIZER	150.00	swim&fit instructor
260060	INTEGRITY URGENT CARE	1,390.00	medical services
260061	RANDI WILLIAMS	50.00	swim&fit instructor
260062	YORK & MAIN EQUITY GROUP INC	24,544.00	sanitary/storm sewer repair
260063	YORK STREET TIRES INC	484.25	fleet parts/service
260064	CHRIS DEAN	50.61	miscellaneous
260065	JOSEPH E. RILEY	56.50	miscellaneous
260066	TERA SHOWS	131.78	travel/training
260067	TYLER EVANS	259.00	travel/training
260068	ARROYO, KYLE D	12.69	utility refund
260069	BATTENFIELD, TOM	10.78	utility refund
260070	C & C KELLEY PROPERTIES, LLC	14.47	utility refund
260071	C&C KELLY PROPERTIES	18.17	utility refund

260072	CAVIN, TAMERA	8.91	utility refund
260073	COLEMAN, BEOZIE J	29.21	utility refund
260074	CORSO PROPERTIES, LLC	90.00	utility refund
260075	DUNLAP, GARY	68.29	utility refund
260076	FRASER, KATLIN M	5.56	utility refund
260077	HARRELL, KIMBERLY R	148.48	utility refund
260078	HICKEY, ELIZABETH M.S.	70.18	utility refund
260079	HURST, JASON A	30.04	utility refund
260080	JOYFUL OASIS PROPERTIES, LLC	65.88	utility refund
260081	LEVIN, PARIS D	20.52	utility refund
260082	LINDLEY, HORACE & EMMA	46.13	utility refund
260083	MUSK CTY COMM ACTION	6.34	utility refund
260084	MUSK. COMM CO ACTION	92.92	utility refund
260085	MUSKOGEE COUNTY COMM ACTION	2.92	utility refund
260086	RAPERS, CHARLES	7.08	utility refund
260087	RESTORATION PROPERTY SOLUTIONS	7.82	utility refund
260088	SELF, TONYA	23.23	utility refund
260089	TEXAS ROADHOUSE	2,071.27	utility refund
260090	TEXAS ROADHOUSE SPK	134.22	utility refund
260091	TIDWELL, JESSICA JEAN	30.87	utility refund
260092	WICKS, DELENA J	58.89	utility refund
260093	WILLIAMS, LILLIE M	15.31	utility refund
260094	DELTA DENTAL PLAN OF OKLAHOMA	934.10	insurance
260095	DELTA DENTAL PLAN OF OKLAHOMA	100.88	insurance
260096	DELTA DENTAL PLAN OF OKLAHOMA	30,061.94	insurance
260097	THE ZERO CARD, INC.	4,054.88	insurance
260098	THE ZERO CARD, INC.	16,458.30	insurance
260099	BEYTCO, INC	52,277.18	Keetowah Lift Station#16
260100	A & J RENTAL AND SALES	924.00	miscellaneous
260101	ACCURATE LABS & TRAINING CENTE	2,465.00	water testing/lab
260102	ACTION GROUP STAFFING	7,944.86	temp employees
260103	ADVANCE AUTO PARTS 64771111001	13.36	fleet parts
260104	APAC CENTRAL INC	3,089.03	road materials contractor
260105	ATLAS MATERIAL HANDLING LLC	308.49	miscellaneous
260106	BCS INSURANCE COMPANY	72,600.31	insurance
260107	THE BECKMAN COMPANY	130.00	miscellaneous
260108	BEN E. KEITH	289.91	concessions
260109	BENITA HOTEMA	186.91	travel/training
260110	BLESSED GROUND MAINTENANCE	6,275.00	mowing/lawn contractor
260111	BRANDON ALEXANDER	38.00	travel/training
260112	BRENNTAG SOUTHWEST INC	41,366.60	chemical contractor
260114	BROWN'S SHOE FIT CO #87	121.50	employee boots
260116	CARE AROUND THE CLOCK INC	33,069.98	medical services
260117	CDW GOVERNMENT INC	2,246.87	IT miscellaneous
260119	THE CHILDS LAW FIRM, PLLC	805.50	miscellaneous
260120	CINTAS CORPORATION #2	1,875.09	uniforms/janitorial
260121	CITYWIDE PROPERTY MAINTENANCE	700.00	mowing/lawn contractor
260122	CLEET	2,857.47	monthly cleet fees
260123	COMMUNITY CARE EAP	520.70	miscellaneous

260124	COOK CONSULTING LLC	72,908.55	hydroseed/water leaks
260125	CORE & MAIN LP	2,001.14	public works parts
260126	SEAN CUNNINGHAM	10,158.37	Grandview Park restrooms Final
260127	BRAYLON DEDMON	300.00	All Aboard performance
260128	KENYONNE DERRICK	450.00	teen center fitness
260129	DANIELLE DEZSO-JONES	612.50	miscellaneous
260130	DUB ROSS COMPANY	11,192.00	Public works pipe
260131	EAGLE REDI-MIX CONCRETE, LLC	11,762.50	concrete contractor
260132	JERRY EATON SCOTT	540.00	teen center tutoring
260133	EDDIE BLUNK	38.00	travel/training
260134	EXPRESS EMPLOYMENT PROFESSIONA	5,360.67	temp employees
260135	FASTENAL COMPANY	601.47	parts/supplies/janitorial
260136	AVERY LAWN CARE	2,910.00	mowing/lawn contractor
260137	FIVE STAR DEMOLITION	4,380.00	demo contractor
260138	FIVE STAR OFFICE SUPPLY	1,064.00	office supplies
260139	FLEETPRIDE INC	1,313.29	fleet miscellaneous
260140	FRIENDS OF HONOR HEIGHTS PARK	1,000.00	miscellaneous
260141	CADENCE PETROLEUM GROUP	45,246.37	fuel
260142	GH2 ARCHITECTS, LLC	3,340.00	MCC-AHU Components and controls upgrade
260143	GRAINGER	1,196.25	parts/supplies/janitorial
260144	GREAT PLAINS CONSULTING	25,010.00	Keetowah lift station#16/D.W.T.P pump replacement/WWTP Improvements/S.Country Club Rd.
260146	HACH COMPANY	593.10	water lab supplies/equipment
260147	HARRISON TIRE & SUPPLY	680.00	fleet miscellaneous
260148	HIGHLINE AFTERMARKET	1,064.89	fleet miscellaneous
260149	HOLLOWAY UPDIKE AND BELLEN INC	7,170.00	Medical district drainage study/Stormwater improvements
260150	HOLLY MATERIAL HANDLING & EQUI	29,999.00	Facilities scissor lift
260151	I 40 RACE SERVICE LLC	203.00	miscellaneous
260152	INTEGRITY STAFFING SOLUTIONS,	2,942.72	temp employees
260153	J & R EQUIPMENT	34,941.37	ARM for side load sanitation truck
260154	JAY HODGE CHEVROLET CADILLAC I	53,251.00	Project Department vehicle
260155	RANDY JENNINGS	1,000.00	All Aboard performance
260156	JOHN DEERE FINANCIAL F.S.B.	1,214.93	miscellaneous/uniforms
260157	STEVEN JOHNS II W	1,600.00	Production services for events/All Aboard
260158	JONAS FITNESS, INC	847.32	fitness on demand
260159	JUDY VILLALOBOS	202.03	travel/training
260160	TRAINING KAMP, LLC	270.00	teen center fitness
260161	KEMP STONE	731.35	miscellaneous
260162	KTFX FM RADIO STATION	200.00	radio ad
260163	LB TECHNOLOGY, INC.	1,557.80	miscellaneous
260164	LIBERTY PRESS	637.90	miscellaneous
260165	LOCKE SUPPLY CO	151.08	miscellaneous
260166	LOVE BOTTLING CO - #111902	16.56	concessions
260167	LOVE BOTTLING CO - #208400	3,278.00	concessions
260168	LOWES	2,424.05	supplies/parts/tools
260170	MARIO'S QUALITY OVERHEAD DOORS	1,900.00	door repair
260171	MARTIN LUTHER KING TRUST AUTHO	36,250.00	July-Sep26 funding

260172	MARVIN'S MOWERS AND OUTDOOR LL	106.36	miscellaneous parts
260173	MATT PITMAN	195.00	travel/training
260174	MUSKOGEE CARDIOVASCULAR CENTER	344.00	miscellaneous
260175	MORGAN SERVICES COMPANY LLC	525.00	towing services
260176	MUNICIPALH2O.COM	500.00	miscellaneous
260177	KELLY MURRY	322.50	airport janitorial services
260178	MUSKOGEE COMMUNICATIONS, INC.	450.00	IT communications
260179	MUSKOGEE COUNTY TRANSIT AUTHOR	13,271.51	SEP26 FY27 agreement
260180	MUSKOGEE LOCK & KEY	15.00	miscellaneous
260181	NAFECO INC	2,432.08	miscellaneous
260182	NEWTON, BRYCE DBA	282.50	portable restrooms
260183	OFFICE CONNECTIONS LLC	13.99	office supplies
260184	OKLAHOMA DEPT OF TRANSPORTATIO	500,000.00	US69 Utility relocation
260185	OKLAHOMA MUNICIPAL ASSURANCE G	5,000.00	loss claim
260186	OKLAHOMA NATURAL GAS	1,543.45	city utility
260187	OKLAHOMA OFFICE OF THE	41,652.82	unexpended grant funds
260188	ONE SOURCE WATER LLC	361.06	miscellaneous
260189	OREILLY AUTO PARTS	2,380.85	fleet parts/tools
260190	OSBI	2,857.50	monthly fees
260191	OSBI	2,736.56	monthly fees
260192	OTA-PLATEPAY	8.75	tolls
260193	OTA/PIKE PASS	31.04	tolls
260194	PATE INDUSTRIAL SUPPLY INC	1,103.99	miscellaneous
260195	PIED PIPER SERVICES	79.00	miscellaneous services
260196	PITNEY BOWES GLOBAL FINANCIAL	567.78	miscellaneous
260197	PORTCITY BODYSHOP INC DBA SAFE	210.00	fleet services/parts
260198	ADAM M. POTTS DBA LAWNSTARS	700.00	mowing/lawn contractor
260199	PREMIER TRUCK GROUP	449.37	fleet miscellaneous
260200	PREMIER USA INC.	2,259.59	temp employees
260201	PROSEGUR EAS USA, LLC	3,974.60	City Hall security services
260202	HENDERSON COFFEE	479.34	miscellaneous
260203	SADLER PAPER COMPANY	262.01	janitorial supplies/paper goods
260204	JENNIFER SARGENT	420.00	miscellaneous
260205	SHERWIN-WILLIAMS COMPANY	211.77	miscellaneous
260206	SPECIAL OPS UNIFORMS	1,492.59	Police office uniforms
260207	STANDARD INSURANCE COMPANY	145.53	insurance
260208	STAUB INVESTMENTS INC. DBA GAL	40.00	miscellaneous
260209	STIGLER MILLING COMPANY, LLC	48.00	miscellaneous
260210	SUPERIOR LINEN SERVICE INC	186.14	towels service
260211	T-MOBILE USA INC.	3,532.29	IT communications
260212	TECHNICAL PROGRAMMING SERVICES	3,377.90	bill notices
260213	TLS GROUP, INC	1,351.97	signal maintenance
260214	TOMMY NIX AUTO GROUP, LLC	6,540.00	fleet services/parts
260215	TONTO CONSTRUCTION INC	39,744.00	Biosolid removal/disposal
260216	TRANSUNION RISK & ALTERNATIVE	333.00	miscellaneous
260217	TREY CHAPLIN	38.00	travel/training
260218	UTILITY TECHNOLOGY SERVICES IN	34,450.00	commercial meters
260219	VISION SERVICES PLAN, OKLAHOMA	10,526.74	insurance
260220	WASTE MANAGEMENT OF OKLAHOMA I	60.27	landfill

260221	WELDON PARTS - MUSKOGEE	355.18	miscellaneous
260222	WHEELER METALS	665.10	miscellaneous
260223	YORK & MAIN EQUITY GROUP INC	21,400.00	sanitary/storm sewer repair
260224	THE ZERO CARD, INC.	6,210.62	insurance
260225	AMERSON, SUSAN D	14.76	utility refund
260226	BATES, ANITA MICHELLE	90.00	utility refund
260227	BEIGHTS PROPERTIES, LLC	90.00	utility refund
260228	BRANDT, BETH	12.81	utility refund
260229	COKER, LEONARD	17.95	utility refund
260230	COTTON MILL PROPERTIES, LLC	0.78	utility refund
260231	KAHRS, GREGORY A	100.00	utility refund
260232	LOVE, AMY D	15.97	utility refund
260233	MID CONTINENT CONSTRUCTION	90.00	utility refund
260234	MUSKOGEE COMMUNITY ACTION	8.56	utility refund
260235	PETRY, TRACIE A	7.66	utility refund
260236	SHINN PROPERTIES	90.00	utility refund
260237	TENNYSON, DAVID	1.52	utility refund
260238	ZHANG, LIN Q	247.83	utility refund
260239	ACCURATE LABS & TRAINING CENTE	2,250.00	water testing/lab
260240	ACTION GROUP STAFFING	8,071.19	temp employees
260241	ALEXANDER BUNTING	165.00	travel/training
260242	APAC CENTRAL INC	59,276.99	road materials contractor
260243	APPLIED MEDIA CONCEPTS INC	2,800.00	OctoberFest audio/lighting
260244	ARBITRAGE COMPLIANCE SPECIALIS	2,000.00	revenue note series 2016 arbitrage
260245	AXON ENTERPRISE, INC.	74,316.70	Police body cam and storage
260246	B & R ELECTRIC SERVICE INC	125.00	electrical supplies/services
260247	BANK OF OKLAHOMA-WEALTH MANAGE	250.00	miscellaneous
260248	BANNER FIRE EQUIPMENT INC	3,940.13	Fire parts/equipment
260249	THE BECKMAN COMPANY	30.00	miscellaneous
260250	BEDOUIN SHRINE TEMPLE	58,022.00	Due to Promoter - ticket sales
260251	BEN E. KEITH	498.64	concessions
260252	BG PRODUCTS INC	1,382.85	miscellaneous
260253	BLESSED GROUND MAINTENANCE	16,225.00	mowing/lawn contractor
260254	RON E BOLAND	22,614.90	Garden of Lights LED lights
260255	DALE L BOOTS, JR	75.00	allowance
260256	BRANT & ASSOCIATES	10.67	collection fee and letters
260257	BREC VOGES	165.00	travel/training
260259	BROWN'S SHOE FIT CO #87	290.00	employee boots
260260	SHEENA CAUTHON	25.00	swim&fit instructor
260261	CHARBONNEAU, BILLY JO	50.00	swim&fit instructor
260263	CINTAS CORPORATION #2	3,352.70	uniforms/janitorial
260264	CITY OF MUSKOGEE FOUNDATION	62,582.17	principal/interest on 3 Corners loan
260265	CITYWIDE PROPERTY MAINTENANCE	1,750.00	mowing/lawn contractor
260266	CLAY SMITH TOOLS, LLC	381.00	miscellaneous
260268	HEATHER COLEMAN BIANCA	1,400.00	Police MMPI training
260269	COMMUNITY CARE EAP	520.70	miscellaneous
260270	CORE & MAIN LP	19,786.18	public works parts
260271	MELODY CRANFORD	75.00	allowance
260272	CROWDER AUTO GLASS	420.00	fleet miscellaneous

260273	DAVID'S DISCOUNT TIRES INC	599.90	fleet miscellaneous
260274	DEBRA DELZEIT	325.00	swim&fit instructor
260275	DEPARTMENT OF ENVIRONMENTAL QU	196.00	miscellaneous
260276	DONALD JOHNSON	154.00	travel/training
260277	MERCURY PRESS PLUS	262.78	miscellaneous
260278	EAGLE REDI-MIX CONCRETE, LLC	5,939.50	concrete contractor
260279	EAST CENTRAL ELECTRIC	93.73	city utility
260280	EXPRESS EMPLOYMENT PROFESSIONA	9,580.62	temp employees
260281	FASTENAL COMPANY	1,388.48	parts/supplies/janitorial
260282	AVERY LAWN CARE	3,685.00	mowing/lawn contractor
260284	FIVE STAR DEMOLITION	31,194.53	demo contractor
260285	FIVE STAR OFFICE SUPPLY	651.77	office supplies
260286	GALIN SHULTZ	173.00	travel/training
260287	KARLA D GIBSON	75.00	swim&fit instructor
260288	LORNA K. GOOD DBA GOOD CONCRET	6,688.00	concrete work
260290	HARRISON TIRE & SUPPLY	1,570.00	fleet miscellaneous
260291	HAWKINS, INC.	515.00	chemical contractor
260292	USA BLUEBOOK	846.00	Public works lab equipment
260293	SHIRLEY HILTON-FLANARY	75.00	allowance
260294	HOLLOWAY UPDIKE AND BELLEN INC	5,360.00	Country Club Rd S
260295	HOMELAND STORES INC	569.78	miscellaneous
260296	HONOR HEIGHTS VET CLINIC #6530	1,411.12	miscellaneous
260297	TRACY ALAN HOOS II	75.00	allowance
260298	INCOR	2,250.00	Recycle Center services
260300	INTEGRITY STAFFING SOLUTIONS,	3,611.52	temp employees
260301	J & R EQUIPMENT	4,877.55	Parts for heavy truck repair
260302	DOC'S MOBILE WEILDING & FABRIC	2,250.00	custom dog kennel for Animal shelter truck
260303	HAYLEY KOWIS A	250.00	CDC Grant funded class instructor
260304	LAKE REGION ELECTRIC COOPERATI	7,219.00	city utility
260306	KAREN LAUDERDALE	75.00	swim&fit instructor
260307	LAZY J PROPERTIES, ANGELA JACK	150.00	swim&fit instructor
260309	LOCKE SUPPLY CO	409.24	miscellaneous
260310	LOVE BOTTLING CO - #170700	378.00	concessions
260311	LOVE BOTTLING CO - #208400	72.00	concessions
260312	RYAN LOWE	75.00	allowance
260313	LOWES	1,470.37	supplies/parts/tools
260314	MARIO'S QUALITY OVERHEAD DOORS	400.00	door repair
260315	MARVIN'S MOWERS AND OUTDOOR LL	512.99	miscellaneous parts
260316	MATLOCK SECURITY SERVICES	120.00	miscellaneous
260317	MCINTOSH CORP	13,913.43	plumbing contractor
260318	MIKE HALEY	117.00	travel/training
260319	T-BIRD ELECTRIC	650.00	miscellaneous
260320	MORGAN SERVICES COMPANY LLC	125.00	towing services
260321	NICHOLOUS MORGAN	11,362.04	3rdQ Station#5 Rent/Utilities
260322	DUAN MORRIS	350.00	swim&fit instructor
260323	KELLY MURRY	322.50	airport janitorial services
260324	MUSKOGEE CITY COUNTY 911 TRUST	28,805.75	Oct26 dispatch fees
260325	MUSKOGEE CITY-COUNTY PORT AUTH	225.60	miscellaneous
260326	MUSKOGEE COUNTY CLERK	1,138.00	filing fees

260327	MUSKOGEE DAILY PHOENIX	118.02	ad/subscriptions
260328	MUSKOGEE LOCK & KEY	185.70	miscellaneous
260329	MUSKOGEE MEDICAL CENTER AUTHOR	14,720.29	PD car loan principal/interest
260330	NAFECO INC	1,646.00	miscellaneous
260331	NEWTON, BRYCE DBA	2,362.50	portable restrooms
260332	OFFICE DEPOT	677.16	office supplies
260333	OKLAHOMA NATURAL GAS	539.36	city utility
260334	ONE SOURCE WATER LLC	45.94	miscellaneous
260335	OREILLY AUTO PARTS	4,875.55	fleet parts/tools
260337	OTA/PIKE PASS	160.00	tolls
260338	PANDA'S DRYWALL AND REMODELING	3,350.00	Parks stone repair/replace
260339	PATE INDUSTRIAL SUPPLY INC	26.58	miscellaneous
260340	PLANNING DESIGN GROUP	2,875.00	Ampitheater Master plan
260341	PREMIER USA INC.	5,060.71	temp employees
260342	TEN-EIGHT OUTFITTERS	785.63	miscellaneous
260343	RA OUTDOORS, LLC DBA ASPIRA	14.00	miscellaneous
260344	DERRICK REED	231.85	allowance
260345	NICHOLAS ROMINE	600.00	mowing/lawn contractor
260346	SADLER PAPER COMPANY	1,140.25	janitorial supplies/paper goods
260347	JEREMY SCHULER	75.00	allowance
260348	SOUTHERN TIRE MART, LLC	566.25	fleet parts/service
260349	SPECIAL OPS UNIFORMS	1,043.30	Police office uniforms
260350	SUPERIOR LINEN SERVICE INC	344.89	towels service
260351	SW FIREFIGHTING FOAM & EQPT. L	6,734.97	Fire Novacool pails
260352	TIM SYNAR	11,750.00	Animal Shelter veterinarian
260353	TAHLEQUAH DAILY PRESS	499.00	advertisement
260354	TECHNICAL PROGRAMMING SERVICES	3,286.24	bill notices
260355	TETRA TECH INC	15,430.00	manhole inspections/mapping corrections
260356	THE PC LANDING ZONE, INC	30,833.34	IT - unlimited tier 2 support
260358	TLS GROUP, INC	122,669.52	signal maintenance
260359	UNITED STATES POSTAL SERVICE	14,996.95	tort claim
260360	UTILITY TECHNOLOGY SERVICES IN	22,500.00	commercial meters
260361	WASTE MANAGEMENT OF OKLAHOMA I	22,216.02	landfill
260362	CINDY WAYMAN	175.00	swim&fit instructor
260363	JACK WEAVER EUGENE	100.00	swim&fit instructor
260364	WHEELER METALS	40.26	miscellaneous
260365	LAURA WICKIZER	50.00	swim&fit instructor
260366	PARKER WILKERSON	550.00	public defender services

Regular City Council **2.**

Meeting Date: 10/26/2026

Initiator: Sarah Winkle, Director of Planning and Community Development

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Information

AGENDA ITEM TITLE:

Consider approval of Ordinance No. 4320-A, a request to rezone the property from a previously filed Planned Unit Development (PUD), to a Planned Unit Development (PUD) for Legacy Park Subdivision located on East 43rd and Gulick Streets, within the Southeast quarter of Section 11, Township 14 North, Range 18 East, of the Indian Base and Meridian, Muskogee County, State of Oklahoma, containing 176 acres more or less, and if approved, authorize Staff to update the Official Zoning Map of the City. (Sarah Winkle)

LEGAL DESCRIPTION:

A tract of land situated in Section 11, Township 14 North, Range 18 East of the Indian Meridian, Muskogee County, Oklahoma, more particularly described as follows:
COMMENCING at the southeast corner of said Section 11, having a drawing Easting of 2,752,865.6677 feet and Northing of 264,382.1997 feet; thence N 46°29'45" W, a distance of 34.97 feet to the southeasterly corner of the tract herein described, having a drawing Easting of 2,752,840.3057 feet and Northing of 264,406.2709 feet, said point being the POINT OF BEGINNING; thence along said tract the following courses:
Thence S 88°26'46" W, a distance of 1,601.45 feet; Thence N 00°10'47" W, a distance of 4.35 feet; Thence S 88°24'47" W, a distance of 60.05 feet; Thence N 01°42'10" W, a distance of 80.15 feet; Thence S 88°23'46" W, a distance of 135.00 feet; Thence N 10°32'32" W, a distance of 78.45 feet; Thence N 25°00'14" E, a distance of 203.50 feet; Thence N 40°04'49" E, a distance of 366.94 feet; Thence N 00°23'46" W, a distance of 219.06 feet; Thence N 07°50'34" E, a distance of 326.18 feet; Thence N 13°50'38" W, a distance of 181.40 feet; Thence along a curve to the left, having a radius of 245.98 feet, a central angle of 36°39'22", an arc length of 157.37 feet, and a chord bearing S 80°31'59" W and distance of 154.70 feet; Thence along a curve to the left, having a radius of 12,125.13 feet, a central angle of 00°28'11", an arc length of 99.42 feet, and a chord bearing S 61°58'13" W and distance of 99.42 feet; Thence along a curve to the right, having a radius of 325.19 feet, a central angle of 54°22'36", an arc length of 308.62 feet, and a chord bearing S 88°55'25" W and distance of 297.17 feet; Thence N 26°00'06" E, a distance of 60.00 feet; Thence N 36°48'44" E, a distance of 3.44 feet; Thence N 09°29'43" E, a distance of 174.83 feet; Thence N 31°07'09" W, a distance of 160.75 feet; Thence N 55°43'45" W, a distance of 79.92 feet; Thence N 25°35'14" W, a distance of 170.43 feet; Thence N 29°47'29" W, a distance of 90.47 feet; Thence N 62°30'12" W, a distance of 83.46 feet; Thence N 00°37'04" W, a distance of 76.83 feet; Thence N 28°16'58" W, a distance of 166.01 feet; Thence N 50°48'25" W, a distance of 88.36 feet; Thence N 21°13'40" W, a distance of 312.35 feet; Thence N 04°21'09" E, a distance of 628.42 feet; Thence S 88°17'49" W, a distance of 221.45 feet; Thence N 61°40'14" W, a distance of 98.08 feet; Thence N 46°48'31" W, a distance of 539.81 feet; Thence N 46°47'01" W, a distance of 60.00 feet; Thence N 43°12'59" E, a distance of 40.30 feet; Thence along a curve to the right, having a radius of 357.38 feet, a central angle of 02°45'22", an arc length of 17.19 feet, and a chord bearing N 44°29'08" E and distance of 17.19 feet; Thence N 25°25'07" W, a distance of 336.87 feet; Thence N 88°26'00" E, a distance of 361.78 feet; Thence N 01°42'03" W, a distance of 111.87 feet; Thence N 76°40'00" E, a distance of 273.84 feet; Thence S 01°41'58" E, a distance of 227.78 feet; Thence N 88°02'16" E, a distance of 600.55 feet; Thence N 19°36'26" E, a distance of 10.52

feet; Thence N 88°22'57" E, a distance of 1,602.90 feet; Thence S 01°44'19" E, a distance of 250.00 feet; Thence N 88°22'57" E, a distance of 450.00 feet; Thence S 01°44'19" E, a distance of 58.61 feet; Thence S 88°15'41" W, a distance of 167.48 feet; Thence S 01°46'16" E, a distance of 163.85 feet; Thence N 85°04'57" W, a distance of 2.98 feet; Thence S 01°42'14" E, a distance of 150.12 feet; Thence S 16°47'02" E, a distance of 232.18 feet; Thence S 08°42'59" E, a distance of 120.70 feet; Thence N 88°16'04" E, a distance of 92.14 feet; Thence S 01°43'04" E, a distance of 774.98 feet; Thence S 88°07'00" W, a distance of 28.18 feet; Thence N 03°19'49" W, a distance of 229.28 feet; Thence S 19°08'36" W, a distance of 253.45 feet; Thence S 35°03'20" W, a distance of 96.79 feet; Thence S 74°35'33" W, a distance of 63.89 feet; Thence N 72°44'37" W, a distance of 93.52 feet; Thence S 22°49'34" W, a distance of 39.91 feet; Thence S 28°48'00" E, a distance of 172.11 feet; Thence S 50°15'30" E, a distance of 92.28 feet; Thence S 19°20'11" W, a distance of 7.94 feet; Thence S 48°35'03" E, a distance of 63.74 feet; Thence along a curve to the right, having a radius of 414.04 feet, a central angle of 31°03'31", an arc length of 224.44 feet, and a chord bearing S 38°46'44" W and distance of 221.70 feet; Thence S 35°41'30" E, a distance of 75.79 feet; Thence S 18°58'14" W, a distance of 113.30 feet; Thence S 19°15'13" W, a distance of 322.14 feet; Thence S 07°21'30" E, a distance of 507.47 feet; Thence S 00°41'20" E, a distance of 109.32 feet; Thence S 22°38'39" E, a distance of 151.12 feet; Thence S 48°30'47" E, a distance of 94.01 feet; Thence N 69°05'07" E, a distance of 0.20 feet; Thence N 02°51'38" E, a distance of 53.80 feet; Thence N 67°31'48" E, a distance of 94.37 feet; Thence along a curve to the right, having a radius of 107.19 feet, a central angle of 65°00'52", an arc length of 121.63 feet, and a chord bearing S 77°23'54" E and distance of 115.21 feet; Thence N 88°23'02" E, a distance of 15.19 feet; Thence S 01°36'56" E, a distance of 428.20 feet to the POINT OF BEGINNING.

Said outer tract contains 8,001,674.00 square feet, or 183.693 acres, more or less, before the following exception.

LESS AND EXCEPT the following tract of land situated in said Section 11, Township 14 North, Range 18 East of the Indian Meridian, Muskogee County, Oklahoma:

COMMENCING at the POINT OF BEGINNING of the above-described outer tract; thence N 47°20'09" W, a distance of 2,001.70 feet to a point having a drawing Easting of 2,751,368.3769 feet and Northing of 265,762.8182 feet, said point being the POINT OF BEGINNING of the tract herein excepted; thence along said excepted tract the following courses:

Thence along a curve to the right, having a radius of 300.93 feet, a central angle of 58°39'55", an arc length of 308.13 feet, and a chord bearing S 50°49'36" E and distance of 294.84 feet; Thence N 68°11'07" E, a distance of 463.51 feet; Thence N 09°24'40" W, a distance of 222.94 feet; Thence N 06°51'09" W, a distance of 95.81 feet; Thence N 04°13'28" W, a distance of 228.89 feet; Thence N 88°48'46" W, a distance of 566.10 feet; Thence S 00°48'52" W, a distance of 254.40 feet; Thence S 01°09'34" W, a distance of 160.19 feet; Thence S 01°10'20" W, a distance of 66.87 feet; Thence S 18°28'49" W, a distance of 62.92 feet to the POINT OF BEGINNING.

Said excepted tract contains 375,875.45 square feet, or 8.629 acres, more or less.

The above-described outer tract, LESS AND EXCEPT the above-described interior tract, contains 7,625,798.55 square feet, or 175.064 acres, more or less.

NAD83 Oklahoma State Plane North Zone, U.S. survey feet (OK83-NF). Coordinates are eastings and northings in U.S. survey feet.

BACKGROUND:

The property owned by Legacy Park Holdings LLC, also known as Legacy Park Subdivision, is currently covered under a previous (PUD) Planned Unit Development zoning classification. A proposed rezoning through the adoption of a new Planned Unit Development (PUD) in accordance with 90-05-01 et seq. of the Muskogee City Code of Ordinances will make future development easier by creating more flexible regulations and removing the burden of rezoning individual parcels.

A Planned Unit Development essentially creates a set of development standards for this subdivision that

replaces existing standards found in the City of Muskogee zoning code.

This PUD does conform to the 2045 Muskogee Comprehensive Plan and Future Land Use Map as a Suburban Residential Place Type.
Suburban Residential allows for the following Representative Land Uses:

- Single-family Residential
- Multi-family residential
- Commercial services

Major Proposed Deviations from the Existing Zoning Code
The purpose of this Planned Unit Development (PUD) for the Legacy Park Subdivision is to develop the land and provide approximately four hundred fifty (+450) new quality dwellings within the seven subdivisions in this PUD so named: Legacy Park Village (row homes), Homestead at Legacy Park (entry-level), The Ranch at Legacy Park (growth), The Reserve at Legacy Park (executive), The Glades at Legacy Park (multiplex), The Promenade at Legacy Park (55+ patio homes), and The Nine at Legacy Park (estate). The intent of the development is to provide individuals and families wishing to relocate to, retire in, or move up within the City of Muskogee a single master-planned community that accommodates them at every stage of life, from first-time buyers through move-up families to empty-nesters and executive/estate buyers. The following are the major changes made to the residential and commercial development standards to promote development in this PUD:

1. In the City of Muskogee Zoning Code, residential structures are broken up into various zoning districts that allow for most types of structures to be erected in the district.
    1. This PUD allows for single family, multi-family, commercial development and open recreational spaces.
    2. This PUD reduces the setback requirements, sets lot size minimums and maximums differing from the City of Muskogee Zoning Code and allows for larger lot coverage maximums.
    3. In addition, each of the 7 subdivisions within this PUD will have their own separate HOA’s governed by Legacy Park Holdings, LLC.

Notice of Public Hearing was posted in the Muskogee Daily Phoenix and sent to property owners that reside or own property within a 300’ foot radius of this area. Public Hearings will occur at the following meetings:

- Planning & Zoning Commission on October 6, 2026, at 9:00 a.m.
- City Council on October 26, 2026, at 5:30 p.m.

Planning Department Analysis

- Current Zoning & Use: PUD, Vacant Agricultural
- Proposed Zoning& Use: PUD, Single Family, Multi Family, Commercial
- Section, Township, Range: Section Southeast 11, Township 14 North, Range 18 East

RECOMMENDED STAFF ACTION:
Approve Ordinance 4320-A, a Rezone Request.

Fiscal Impact

Attachments

Ordinance

Staff Report
Zoning Map
Preliminary Site Plan

ORDINANCE NO. 4320-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 E. 43RD STREET AND GULICK THE TRACT OF LAND IS IN THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 14 NORTH, RANGE 18 EAST OF THE INDIAN BASE AND MERIDIAN, MUSKOGEE COUNTY, STATE OF OKLAHOMA. CONTAINING 176 ACRES MORE OR LESS AND PROVIDING FOR SEVERABILITY. (Legacy Park Holdings LLC, Applicant)

FROM a previously filed "PUD" PLANNED UNIT DEVELOPMENT

TO

"PUD" PLANNED URBAN DEVELOPMENT DISTRICT

PROPERTY MORE PARTICULARLY DESCRIBED AS:

A tract of land situated in Section 11, Township 14 North, Range 18 East of the Indian Meridian, Muskogee County, Oklahoma, more particularly described as follows: COMMENCING at the southeast corner of said Section 11, having a drawing Easting of 2,752,865.6677 feet and Northing of 264,382.1997 feet; thence N 46°29'45" W, a distance of 34.97 feet to the southeasterly corner of the tract herein described, having a drawing Easting of 2,752,840.3057 feet and Northing of 264,406.2709 feet, said point being the POINT OF BEGINNING; thence along said tract the following courses:
Thence S 88°26'46" W, a distance of 1,601.45 feet; Thence N 00°10'47" W, a distance of 4.35 feet; Thence S 88°24'47" W, a distance of 60.05 feet; Thence N 01°42'10" W, a distance of 80.15 feet; Thence S 88°23'46" W, a distance of 135.00 feet; Thence N 10°32'32" W, a distance of 78.45 feet; Thence N 25°00'14" E, a distance of 203.50 feet; Thence N 40°04'49" E, a distance of 366.94 feet; Thence N 00°23'46" W, a distance of 219.06 feet; Thence N 07°50'34" E, a distance of 326.18 feet; Thence N 13°50'38" W, a distance of 181.40 feet; Thence along a curve to the left, having a radius of 245.98 feet, a central angle of 36°39'22", an arc length of 157.37 feet, and a chord bearing S 80°31'59" W and distance of 154.70 feet; Thence along a curve to the left, having a radius of 12,125.13 feet, a central angle of 00°28'11", an arc length of 99.42 feet, and a chord bearing S 61°58'13" W and distance of 99.42 feet; Thence along a curve to the right, having a radius of 325.19 feet, a central angle of 54°22'36", an arc length of 308.62 feet, and a chord bearing S 88°55'25" W and distance of 297.17 feet; Thence N 26°00'06" E, a distance of 60.00 feet; Thence N 36°48'44" E, a distance of 3.44 feet; Thence N 09°29'43" E, a distance of 174.83 feet; Thence N 31°07'09" W, a distance of 160.75 feet; Thence N 55°43'45" W, a distance of 79.92 feet; Thence N 25°35'14" W, a distance of 170.43 feet; Thence N 29°47'29" W, a distance of 90.47 feet; Thence N 62°30'12" W, a distance of 83.46 feet; Thence N 00°37'04" W, a distance of 76.83 feet; Thence N 28°16'58" W, a distance of 166.01 feet; Thence N 50°48'25" W, a distance of 88.36 feet; Thence N 21°13'40" W, a distance of 312.35 feet; Thence N 04°21'09" E, a distance of 628.42 feet; Thence S 88°17'49" W, a distance of 221.45 feet; Thence N 61°40'14" W, a distance of 98.08 feet;

Thence N 46°48'31" W, a distance of 539.81 feet; Thence N 46°47'01" W, a distance of 60.00 feet; Thence N 43°12'59" E, a distance of 40.30 feet; Thence along a curve to the right, having a radius of 357.38 feet, a central angle of 02°45'22", an arc length of 17.19 feet, and a chord bearing N 44°29'08" E and distance of 17.19 feet; Thence N 25°25'07" W, a distance of 336.87 feet; Thence N 88°26'00" E, a distance of 361.78 feet; Thence N 01°42'03" W, a distance of 111.87 feet; Thence N 76°40'00" E, a distance of 273.84 feet; Thence S 01°41'58" E, a distance of 227.78 feet; Thence N 88°02'16" E, a distance of 600.55 feet; Thence N 19°36'26" E, a distance of 10.52 feet; Thence N 88°22'57" E, a distance of 1,602.90 feet; Thence S 01°44'19" E, a distance of 250.00 feet; Thence N 88°22'57" E, a distance of 450.00 feet; Thence S 01°44'19" E, a distance of 58.61 feet; Thence S 88°15'41" W, a distance of 167.48 feet; Thence S 01°46'16" E, a distance of 163.85 feet; Thence N 85°04'57" W, a distance of 2.98 feet; Thence S 01°42'14" E, a distance of 150.12 feet; Thence S 16°47'02" E, a distance of 232.18 feet; Thence S 08°42'59" E, a distance of 120.70 feet; Thence N 88°16'04" E, a distance of 92.14 feet; Thence S 01°43'04" E, a distance of 774.98 feet; Thence S 88°07'00" W, a distance of 28.18 feet; Thence N 03°19'49" W, a distance of 229.28 feet; Thence S 19°08'36" W, a distance of 253.45 feet; Thence S 35°03'20" W, a distance of 96.79 feet; Thence S 74°35'33" W, a distance of 63.89 feet; Thence N 72°44'37" W, a distance of 93.52 feet; Thence S 22°49'34" W, a distance of 39.91 feet; Thence S 28°48'00" E, a distance of 172.11 feet; Thence S 50°15'30" E, a distance of 92.28 feet; Thence S 19°20'11" W, a distance of 7.94 feet; Thence S 48°35'03" E, a distance of 63.74 feet; Thence along a curve to the right, having a radius of 414.04 feet, a central angle of 31°03'31", an arc length of 224.44 feet, and a chord bearing S 38°46'44" W and distance of 221.70 feet; Thence S 35°41'30" E, a distance of 75.79 feet; Thence S 18°58'14" W, a distance of 113.30 feet; Thence S 19°15'13" W, a distance of 322.14 feet; Thence S 07°21'30" E, a distance of 507.47 feet; Thence S 00°41'20" E, a distance of 109.32 feet; Thence S 22°38'39" E, a distance of 151.12 feet; Thence S 48°30'47" E, a distance of 94.01 feet; Thence N 69°05'07" E, a distance of 0.20 feet; Thence N 02°51'38" E, a distance of 53.80 feet; Thence N 67°31'48" E, a distance of 94.37 feet; Thence along a curve to the right, having a radius of 107.19 feet, a central angle of 65°00'52", an arc length of 121.63 feet, and a chord bearing S 77°23'54" E and distance of 115.21 feet; Thence N 88°23'02" E, a distance of 15.19 feet; Thence S 01°36'56" E, a distance of 428.20 feet to the POINT OF BEGINNING.

Said outer tract contains 8,001,674.00 square feet, or 183.693 acres, more or less, before the following exception.

LESS AND EXCEPT the following tract of land situated in said Section 11, Township 14 North, Range 18 East of the Indian Meridian, Muskogee County, Oklahoma:

COMMENCING at the POINT OF BEGINNING of the above-described outer tract; thence N 47°20'09" W, a distance of 2,001.70 feet to a point having a drawing Easting of 2,751,368.3769 feet and Northing of 265,762.8182 feet, said point being the POINT OF BEGINNING of the tract herein excepted; thence along said excepted tract the following courses:

Thence along a curve to the right, having a radius of 300.93 feet, a central angle of 58°39'55", an arc length of 308.13 feet, and a chord bearing S 50°49'36" E and distance of 294.84 feet; Thence N 68°11'07" E, a distance of 463.51 feet; Thence N 09°24'40" W, a distance of 222.94 feet; Thence N 06°51'09" W, a distance of 95.81 feet; Thence N 04°13'28" W, a distance of 228.89 feet; Thence N 88°48'46" W, a distance of 566.10 feet; Thence S 00°48'52" W, a distance of 254.40 feet; Thence S 01°09'34" W, a distance of

160.19 feet; Thence S 01°10'20" W, a distance of 66.87 feet; Thence S 18°28'49" W, a distance of 62.92 feet to the POINT OF BEGINNING.
Said excepted tract contains 375,875.45 square feet, or 8.629 acres, more or less.
The above-described outer tract, LESS AND EXCEPT the above-described interior tract, contains 7,625,798.55 square feet, or 175.064 acres, more or less.
NAD83 Oklahoma State Plane North Zone, U.S. survey feet (OK83-NF). Coordinates are eastings and northings in U.S. survey feet.

WHEREAS, the City of Muskogee Planning and Zoning Commission, in a meeting held October 6, 2026, did recommend the approval of the rezoning of the property set out above in the title of the Ordinance, and did authorize the director of the Commission to advise the Council of the City of Muskogee of this recommendation,

WHEREAS, the City of Muskogee City Council reviewed Legacy Park, A Planned Unit Development, and findings have been made based on the following standards as outlined in the City of Muskogee Code of Ordinances Article 5, PUD (Planned Unit Development), Section 05-05-03.A, Standards for Review; and the attached

(See Exhibit A – Legacy Park Planned Unit Development)

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;

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COMMENCING at the southeast corner of said Section 11, having a drawing Easting of 2,752,865.6677 feet and Northing of 264,382.1997 feet; thence N 46°29'45" W, a distance of 34.97 feet to the southeasterly corner of the tract herein described, having a drawing Easting of 2,752,840.3057 feet and Northing of 264,406.2709 feet, said point being the POINT OF BEGINNING; thence along said tract the following courses:

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The above-described outer tract, LESS AND EXCEPT the above-described interior tract, contains 7,625,798.55 square feet, or 175.064 acres, more or less.

NAD83 Oklahoma State Plane North Zone, U.S. survey feet (OK83-NF). Coordinates are eastings and northings in U.S. survey feet.

FROM a previously filed "PUD" PLANNED UNIT DEVELOPMENT

TO

"PUD" PLANNED UNIT DEVELOPMENT DISTRICT

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 OCTOBER 2026.

_____

RYAN LOWE, MAYOR

ATTEST:

_____

TAMMY L. TRACY, CITY CLERK

(SEAL)

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

_____

CITY ATTORNEY

CITY OF MUSKOGEE Planning & Community Development

Exhibit A – Legacy Park A Planned Unit Development

Legacy Park
Planned Unit Development

1. LEGAL DESCRIPTION

A tract of land situated in Section 11, Township 14 North, Range 18 East of the Indian Meridian, Muskogee County, Oklahoma, more particularly described as follows:
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NAD83 Oklahoma State Plane North Zone, U.S. survey feet (OK83-NF). Coordinates are eastings and northings in U.S. survey feet.

2. BRIEF PROJECT DESCRIPTION

This is a multi-phase mixed-use residential and commercial development in which the goal is to establish a context-sensitive, mixed-use development that thoughtfully integrates housing and retail to enhance the local community.

3. INTENT AND PURPOSE

The purpose of this Planned Unit Development (PUD) for the Legacy Park Subdivision is to develop the land and provide approximately four hundred fifty (±450) new quality dwellings within the seven subdivisions in this PUD so named: Legacy Park Village (row homes), Homestead at Legacy Park (entry-level), The Ranch at Legacy Park (growth), The Reserve at Legacy Park (executive), The Glades at Legacy Park (multiplex), The Promenade at Legacy Park (55+ patio homes), and The Nine at Legacy Park (estate). The intent of the development is to provide individuals and families wishing to relocate to, retire in, or move up within the City of Muskogee a single master-planned community that accommodates them at every stage of life, from first-time buyers through move-up families to empty-nesters and executive/estate buyers.

4. STANDARDS FOR REVIEW

Modifications in conventional zoning and subdivision regulations are privileges and will be considered by the City only in direct response to the accrual of tangible benefits from the Planned Development to the City or the neighborhood/area in which it would be located. These benefits shall be in the form of exceptional amenities, landscape, architectural or site design, or the conservation of special man-made or natural features of the site. In reviewing an application for a Planned Unit Development, the Planning Commission and/or the City Council shall be required to make certain findings based on the following

standards.

5. REQUIRED FINDINGS

5.1. Comprehensive Plan. Legacy Park conforms to the general planning policies of the City of Muskogee as set forth in the Comprehensive Plan. The Planned Development will add ±450 new quality dwellings to the City's housing stock across seven distinct subdivisions — spanning row homes, entry-level, growth, executive, multiplex, 55+ patio, and estate product, from roughly 1,000 to over 6,000 square feet — giving individuals and families wishing to relocate to, retire in, or move up within the City of Muskogee a single master-planned community that accommodates them at every stage of life, from first-time buyers through move-up families to empty-nesters and executive/estate buyers.

5.2. Public Welfare. The Planned Development is designed, located, and will be operated and maintained so that it will not impair an adequate supply of light and air to adjacent property and will not substantially increase the danger of fire or otherwise endanger the public health, safety, and welfare. Legacy Park will consist of ±450 single-family and attached dwellings at a blended average of approximately 1,803 square feet of planned living area. All structures shall comply with the Building Codes adopted by the City at the time of permitting. All structures will comply with the Residential Bulk and Yard Standards as set out in Section 10 of this PUD, and lot and yard dimensions will meet the applicable underlying district standards or the PUD's own approved deviations under Sec. 90-05-04. Fire hydrants will be installed throughout the development's water distribution system at intervals not exceeding 500 feet per Sec. 70-84(2)(a), sized to deliver a minimum fire flow of 1,500 GPM at 20 psi residual pressure per Sec. 70-84(4); exact hydrant count and placement will be finalized on the civil engineering construction plans submitted with each subdivision's final plat.

5.3. Impact on Other Property. The Planned Development will not be injurious to the use or enjoyment of other property in the neighborhood, will not impede the normal and orderly development of surrounding properties, is not inconsistent with the community character of the neighborhood, and will not substantially diminish or impair property values within the neighborhood or be incompatible with other property in the immediate vicinity. The property directly to the north is a flood spillway followed by vacant land. To the east is Gulick Street, a main thoroughfare for the City of Muskogee, followed by established residential homes. To the south is Smith Ferry Road, another major City thoroughfare. To the west are Hilldale High School and Hilldale Middle School. Legacy Park's residential character is directly compatible with the adjoining residential and institutional (school) uses, and its internal layout transitions from higher-density product (row homes, multiplex) toward lower-density executive and estate lots, with common open space and landscape buffering separating differing densities (see Section B.7, Adequate Buffering, below), so that no incompatible product type abuts another without an appropriate transition).

5.4. Impact on Public Facilities and Resources. The Planned Development is designed so that adequate utilities, road access, drainage, and other necessary facilities will be provided to serve it at the developer's cost, in accordance with the Subdivision Regulations (Chapter 70). Legacy Park Holdings LLC will construct all internal streets, water and sanitary sewer mains, and storm drainage improvements required to serve all ±450 dwellings, connecting to the City's water and sewer systems consistent with Sec. 82-75 (tap fees) and the utility main-extension cost-share provisions at Secs. 82-156–82-161. Stormwater detention will be provided on-site as PUD common area, owned and perpetually maintained by the property owners' association, sized to the 100-year storm event per Sec. 70-86, with post-development release rates held to pre-

development levels. No burden will be placed on existing City facilities beyond what the developer is itself constructing to serve the development.

5.5. Archaeological, Historical, or Cultural Impact. The Planned Development will not substantially adversely affect any known archaeological, historical, or cultural resource located on or off the parcel proposed for development. The developer is not aware of any such resource on the ±176-acre site, and no archaeological, historical, or cultural resources survey has been performed or is currently planned.

5.6. Parking and Traffic. The Planned Development will have adequate provision for ingress and egress in a manner that minimizes traffic congestion on public streets, provides appropriate cross access, and provides adequate access for emergency vehicles. Legacy Park is a master-planned, mixed-use development featuring a versatile residential mix of single-family detached homes, row houses, and multiplex units. To complement the residential density, the project includes planned commercial and recreational components designed to create a vibrant, walkable live-work-play environment. Every dwelling, including the row-home units at Legacy Park Village and the multiplex units at The Glades, will include at minimum a one-car garage plus driveway parking, satisfying off-street parking requirements under the Subdivision Regulations. Internal streets will be designed and constructed to the geometric and access standards of the Subdivision Regulations. The Nine, The Glades and The Villages at Legacy Park are currently anticipated to use a gated, private-street network, though this is not yet finalized; if adopted, it will meet Sec. 42-29 — minimum 100-foot gate setback, minimum 16-foot lane width, and 14-foot fire-lane paving 50 feet past the gate — subject to Fire Department approval and annual inspection of the access agreement. All other subdivisions will use public, dedicated streets.

5.7. Adequate Buffering. The Planned Development will have adequate landscaping, public open space, and other buffering features to protect uses within the development and surrounding properties. Legacy Park's seven-subdivision layout places the lowest-density product — The Nine (minimum 2-acre estate lots) and The Reserve (executive) — as a natural transition toward the site perimeter, while common open space and landscape buffers will separate higher-density product (Village row homes, Glades multiplex) from adjoining property. Specific buffer widths, landscape berms, and open-space locations have not yet been determined and will be finalized on the civil site plan.

5.8. Signage. Any signage on the site of the Planned Development — including entry monumentation, subdivision identification signage, and wayfinding — will conform to the City's Sign Regulations. Entry and subdivision signage will follow the Legacy Park family-of-marks brand system (a master "Legacy Park" script wordmark with per-subdivision lockups), with each installation obtaining its own sign permit.

6. MODIFICATION STANDARDS

6.1. Integrated Design. Legacy Park is laid out and will be developed as a single, integrated Planned Development. The seven subdivisions — spanning row homes, entry-level, growth, executive, multiplex, 55+ patio, estate product, commercial use, and common space — are unified under one master plan, one architectural and brand identity (the Legacy Park family-of-marks system), and a property owners' association structure for each subdivision, providing for the safe, efficient, and harmonious grouping of structures, uses, and facilities across the ±176-acre master-planned tract.

6.2. Beneficial Common Open Space. Common open space within Legacy Park specific amenity locations and acreage — e.g., parks, trails, or an amenity center — have not yet been determined will be integrated into the overall design with a direct functional and visual relationship to the surrounding dwellings, rather than left as isolated or leftover land. Consistent with Sec. 90-05-03(B)(2), areas reserved for exclusive individual tenant/owner use, dedicated streets/alleys/rights-of-way, vehicular drives/parking/loading/storage areas, and irregular strips of land narrower than 15 feet will not be counted toward usable common open space. Stormwater detention provided as PUD common area under Sec. 70-86 will be designed, where feasible, as dual-purpose detention/amenity open space, with side slopes no steeper than 3:1 (4:1 preferred).

6.3. Functional and Mechanical Features. Exposed storage areas, trash and garbage retainers, exposed mechanical equipment, service areas, and similar accessory structures will be sited and screened to be as unobtrusive as possible and consistent with Legacy Park's residential character, using setbacks, landscaping, or fencing as needed.

6.4. Visual and Acoustical Privacy. The Planned Development shall provide reasonable visual and acoustical privacy for each dwelling unit. Fences, insulations, walks, barriers and landscaping shall be used as appropriate for the protection and aesthetic enhancement of property and the privacy of its occupants, screening of objectionable view or uses, and reduction of noises.

6.5. Energy Efficient Design. Site design, building orientation, and landscaping within Legacy Park will consider methods of reducing energy consumption across the development, consistent with the 2018 IRC/IBC currently in effect (and the 2024 editions that take effect September 14, 2026, for later phases).

6.6. Drives, Parking, and Circulation. Principal vehicular access to Legacy Park will be from dedicated public streets, with access points designed for smooth traffic flow and minimum hazard to vehicular and pedestrian traffic. Internal circulation, walkways, and parking areas will be designed per the Subdivision Regulations to provide adequate emergency-vehicle access, reasonable separation of pedestrian and vehicular movement, and safe, convenient parking arrangements that do not detract from the design of the subdivisions or neighboring properties.

6.7. Surface Water Drainage. Surface water drainage for Legacy Park will be engineered so that removal of surface water does not adversely affect neighboring properties or the City's public storm drainage system. Per Sec. 70-86, on-site detention will be provided as PUD common area (HOA-maintained in perpetuity under the CC&Rs), sized for the 100-year storm event, with post-development release rates held to pre-development levels, pond side slopes no steeper than 3:1 (4:1 preferred), a minimum 15-foot maintenance access way, and spillways designed to pass the 500-year flood event with 1 foot of freeboard. Surface water in all paved areas will be collected at intervals sufficient to avoid obstructing vehicular or pedestrian traffic flow.

7. RELATIONSHIP TO THE COMPREHENSIVE PLAN

The 2045 City of Muskogee Comprehensive Plan and Future Land Use Map (Comprehensive Plan) identify this area as Suburban Residential which allows for Single and Multi-Family Residential and additionally allows for Commercial (multiple), Office, and Light Industrial. The 2045 City of Muskogee Comprehensive Plan was adopted by the City of Muskogee City council on August 25, 2025.

8. GENERAL APPLICABILITY OF ZONING REGULATIONS

8.1. Except as specifically modified, supplemented, or waived by this Planned Unit Development (PUD), all development, use, dimensional, design, performance, and procedural requirements of

the City's adopted zoning regulations, subdivision regulations, and other applicable codes and ordinances shall remain in full force and effect and shall govern the subject property.

8.2. The provisions of this PUD are intended to provide substitute regulations only for those matters expressly addressed herein. Any use, standard, requirement, or regulation not specifically modified by this PUD shall be interpreted and administered in accordance with the otherwise applicable provisions of the City's adopted development regulations.

8.3. Concept Site Plan.

A. The Concept Site Plan attached hereto is incorporated into and made a part of this Planned Unit Development. The Concept Site Plan shall govern the general location and arrangement of development areas, land uses, streets, access, open space, and site design features within the Property.

B. Development shall be in substantial conformance with the Concept Site Plan. Adjustments resulting from final engineering, platting, drainage design, infrastructure improvements, construction requirements, or similar technical considerations may be approved administratively provided such adjustments do not materially alter the development pattern or intent established by this Planned Unit Development.

8.4. The development areas established by this PUD correspond to the areas identified on the approved Concept Site Plan. For purposes of administration and interpretation of this PUD, each development area shall be assigned a Reference Zoning District as follows:

DEVELOPMENT AREA	REFERENCE ZONING DISTRICT
The Ranch	R-1
The Reserve	R-1
The Nine	R-1
The Villages	R-4
The Homestead	R-1
The Glades	R-4
Commercial	C-1
The Commons	C-1
Open Space	R-1

A. The Reference Zoning Districts established herein are intended solely to provide default regulations where a specific use, development standard, design requirement, performance standard, or procedural requirement is not expressly addressed by this PUD. The Reference Zoning Districts shall not be construed as separate zoning classifications applicable to the Property.

B. Where this PUD does not establish a specific regulation, the provisions of the applicable Reference Zoning District and other applicable provisions of the City's adopted development regulations shall apply.

i. In the event of a conflict between the provisions of this PUD and the regulations of an applicable Reference Zoning District, the provisions of this PUD shall control.

9. USES

9.1. Residential Development Areas

A. The Ranch, The Homestead, The Reserve, The Nine, The Villages, and The Glades shall be governed by the use regulations applicable to their assigned Reference Zoning Districts as established in Section 2 of this Planned Unit Development.

B. Permitted Uses, Special Uses, and Accessory Uses within each Residential Development Area shall be those identified in §90-08-02 of the City of Muskogee Zoning Regulations for the applicable Reference Zoning District.

   i. Any use designated as a Special Use within the applicable Reference Zoning District shall remain subject to all Special Use Permit procedures and approval requirements of the City of Muskogee Zoning Regulations unless expressly modified by this Planned Unit Development.

9.2. Commercial Development Area

A. The Commercial Development Area is intended to provide neighborhood-scale commercial, office, service, and community-support uses designed to serve residents of the Planned Unit Development and the surrounding area.

B. Permitted Uses:

   i. Café

   ii. Catering Establishment

   iii. Dairy Products or Ice Cream Store

   iv. Delicatessen

   v. Restaurant; sit-down, drive-thru, and drive-in

   vi. Amusement and Recreational Establishments Serving Alcoholic Beverages

   vii. Restaurants with Private Clubs

   viii. Private Clubs

   ix. Tobacco/Cigar/Smoking Lounges, Service Alcohol

   x. Music Halls (indoor)

   xi. Theater (indoor)

   xii. Outdoor Amusement Enterprises

   xiii. Bank

   xiv. Credit Unions or Bureaus

   xv. Safe Depositories

   xvi. Savings and Loan

   xvii. Stocks and Bonds Broker

   xviii. Trust Companies

   xix. Bakery, Retail

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xx. Convenience Food Store

xxi. Grocery or Supermarket

xxii. Meat Market

xxiii. Professional Offices

xxiv. Office, Business

xxv. Employment Agencies

xxvi. Abstract Companies

xxvii. Accountants

xxviii. Advertising Offices

xxix. Collection Agencies

xxx. Finance Companies

xxxi. Medical Offices

xxxii. Messenger Services

xxxiii. Protection Services

xxxiv. Publicity Services

xxxv. Tax Consultants

xxxvi. Utility Companies

xxxvii. Arts Instruction

xxxviii. Barbershop, Beauty Shop, Nail Salon, Day Spa

xxxix. Retails Sales, Goods Produced on the Premises

xl. Shopping Center

xli. Retails Goods Establishment

xlii. Bowling Alley

xliii. Recreation Clubs, Private or Non-Profit

xliv. Dance Hall

xlv. Roller Skating Rink

9.3. The Commons Development Area

A. The Commons Development Area is intended to accommodate community amenities, recreation facilities, civic uses, and supporting facilities serving residents and visitors to the Planned Unit Development.

B. Permitted Uses:

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i. Community Center

ii. Clubhouse

iii. Recreation Facility

iv. Parks

v. Trails

vi. Plazas

vii. Open Space

viii. Swimming Pools

ix. Tennis Courts

x. Pickleball Courts

xi. Playground Facilities

xii. Event Lawn

xiii. Homeowners Association Facilities

xiv. Property Management Offices

xv. Governmental Facilities

xvi. Educational Facilities

xvii. Religious Assembly Uses

xviii. Stormwater Management Facilities

xix. Utility Facilities

9.4. Open Space Development Area

A. The Open Space Development Area shall be reserved for conservation, drainage, recreation, buffering, trail systems, and similar passive and active open space functions.

B. Permitted Uses:

i. Parks

ii. Greenways

iii. Trails

iv. Natural Areas

v. Recreational Fields

vi. Landscaping Features

vii. Stormwater Facilities

viii. Drainage Improvements

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ix. Retaining Walls

x. Utility Infrastructure

xi. Public Art

xii. Seating Areas

xiii. Gazebos, Shelters, and Similar Accessory Recreational Improvements

10. RESIDENTIAL BULK AND YARD STANDARDS

The development areas identified as The Ranch, The Homestead, The Reserve, The Nine, The Villages, and The Glades on the approved Concept Site Plan shall be subject to the residential bulk and yard standards contained in this Section. The development area names are established solely for purposes of administering the regulations of this PUD.

DEVELOPMENT AREA	LOT WIDTH (MIN) [4]	LOT AREA (MIN)	FRONT SETBACK	SIDE SETBACK	CORNER SETBACK	REAR SETBACK	LOT COVERAGE (MAX) [5]	MAXIMUM HEIGHT	**INTENSITY OF USE (MAX)**
The Ranch	50’	7,200 sf.	25’	6’	15’	15’	50%	2.5 Stories or 35’	1 dwelling per lot
The Homestead [3]	50’	5,000 sf.	25’	6’	15’	15’	50%	2.5 Stories or 35’	1 dwelling per lot
The Reserve	50’	0.33 ac.	25’	6’	15’	15’	40%	2.5 Stories or 35’	1 dwelling per lot
The Nine	50’	2.0 ac.	25’	6’	15’	15’	40%	2.5 Stories or 35’	1 dwelling per lot
The Villages	30’	1,000 sf.[1]	15’	6’[2]	15’	15’	80%	3 Stories or 50’	1 dwelling per lot
The Glades	30’	1,000 sf.[1]	15’	6’[2]	15’	15’	80%	3 Stories or 50’	4 dwelling units per lot/bldg. max

[1] 1,000 sf. per dwelling unit.

[2] No interior side setback is required along a common wall. An end unit must meet the applicable side setback along its exterior side lot line.

[3] Maximum lot size is 7,200 sf.

[4] On irregular shaped lots, the ability to meet all the setbacks will be the deciding factor on Lot Width Minimums.

[5] Lot coverage means the percentage of the lot covered by the principal building and all accessory buildings or roofed structures.

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11. NON-RESIDENTIAL BULK AND YARD STANDARDS

The development areas identified as Commercial and The Commons on the approved Concept Site Plan shall be subject to the non-residential bulk and yard standards contained in this Section. The development area names are established solely for purposes of administering the regulations of this PUD.

[1] No interior side setback is required along a common wall. An end unit must meet the applicable side setback along its exterior side lot line.

DEVELOPMENT AREA	**LOT WIDTH (MIN)**	LOT AREA (MIN)	FRONT SETBACK	SIDE SETBACK	CORNER SETBACK	REAR SETBACK	LOT COVERAGE (MAX)	MAXIMUM HEIGHT	**INTENSITY OF USE (MAX)**
Commercial	-	7,200 sf.	25’	6’[1]	15’	15’	80%	3 Stories or 50’	As limited by parking, access, drainage, and code requirements
The Commons	-	-	25’	6’[1]	15’	15’	80%	2 Stories or 35’	No residential dwelling units; uses limited to recreation/amenity uses approved in the PUD

General Notes

The following notes apply to the residential and commercial tables. The Lot Coverage definition in Residential Note 5 also applies to both tables.

1. Where a side and/or rear lot line is adjacent to a residential use, it shall be screened by a six-foot-high sight-proof fence or dense hedge.

2. All other development standards not specifically addressed in the PUD shall comply with the City of Muskogee Code of Ordinances.

3. Off-street parking, drainage, access, fire-lane, and utility requirements shall be met in accordance with applicable City standards.

12. CONCLUSION

12.1. The intent of the development is to provide individuals and families wishing to relocate to, retire in, or move up within the City of Muskogee a single master-planned community that accommodates them at every stage of life, from first-time buyers through move-up families to empty-nesters and executive/estate buyers. This PUD will have the following benefits:

A. Versatile residential mix of housing styles.

B. Planned commercial and recreational components.

C. Enhanced quality of life for residents and visitors.

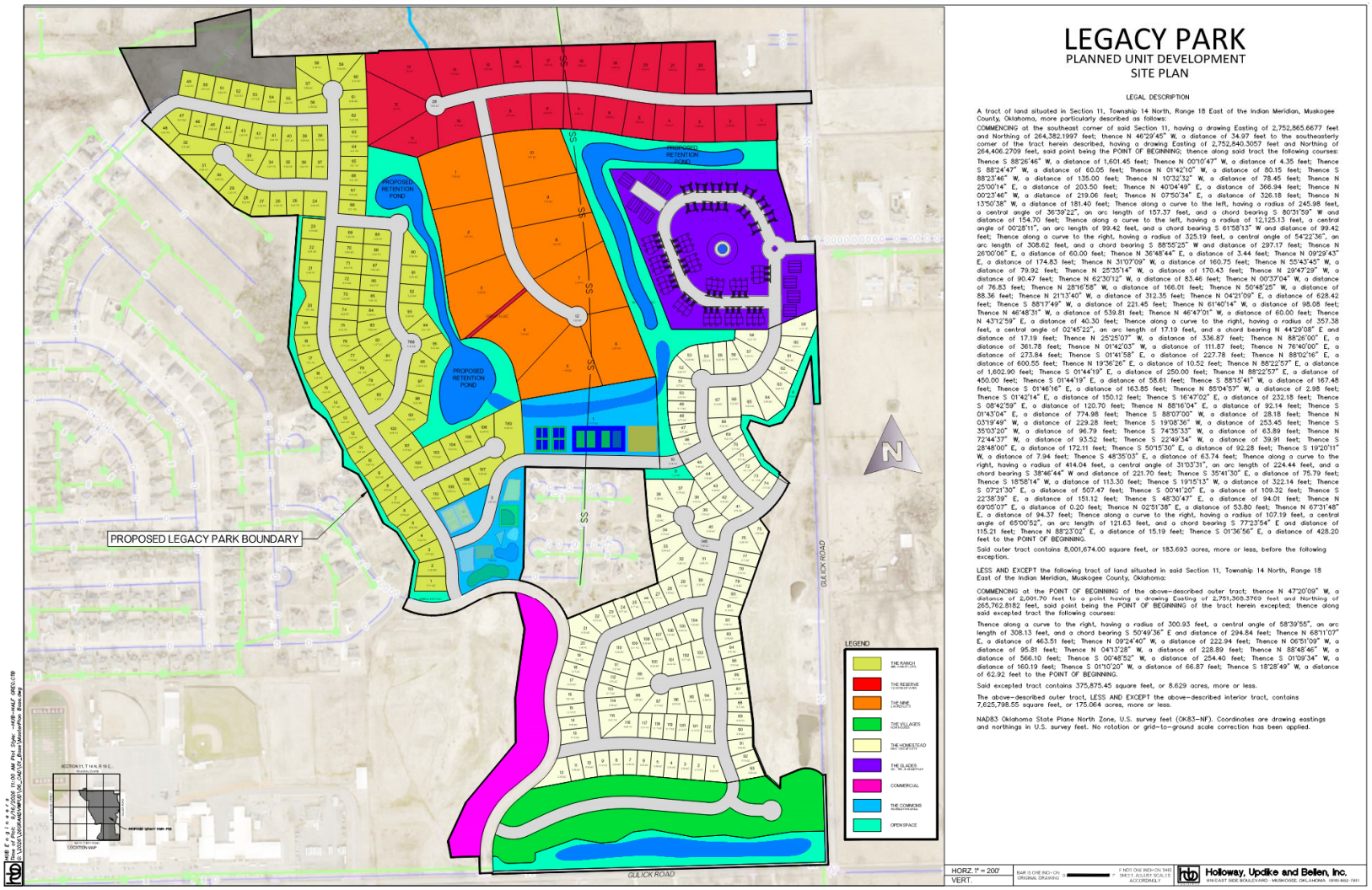
D. Promotion of sustainable, healthy lifestyles.

E. Contribute to the overall development and growth of the community.

F. Increasing the City's tax base with more retail opportunities.

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LEGACY PARK
CONCEPT SITE PLAN



LEGACY PARK
PLANNED UNIT DEVELOPMENT
SITE PLAN

LEGAL DESCRIPTION

A tract of land situated in Section 11, Township 14 North, Range 18 East of the Indian Meridian, Muskogee County, Oklahoma, more particularly described as follows:

COMMENCING at the southeast corner of said Section 11, having a drawing Easting of 2,752,865.6677 feet and Northing of 264,382.1997 feet; thence N 46°29'45" W, a distance of 34.97 feet to the southeasterly corner of the tract herein described, having a drawing Easting of 2,752,840.3057 feet and Northing of 264,406.2709 feet, said point being the POINT OF BEGINNING; thence along said tract the following courses:

Thence S 88°26'46" W, a distance of 1,601.45 feet; Thence N 00°10'47" W, a distance of 4.35 feet; Thence S 88°24'47" W, a distance of 60.05 feet; Thence N 01°42'10" W, a distance of 80.15 feet; Thence S 88°23'46" W, a distance of 135.00 feet; Thence N 10°32'32" W, a distance of 78.45 feet; Thence N 25°00'14" E, a distance of 203.50 feet; Thence N 40°04'49" E, a distance of 366.94 feet; Thence N 00°23'46" W, a distance of 219.06 feet; Thence N 07°50'34" E, a distance of 326.18 feet; Thence N 13°50'38" W, a distance of 181.40 feet; Thence along a curve to the left, having a radius of 245.98 feet, a central angle of 36°39'22", an arc length of 157.37 feet, and a chord bearing S 80°31'59" W and distance of 154.70 feet; Thence along a curve to the left, having a radius of 12,125.13 feet, a central angle of 00°28'11", an arc length of 99.42 feet, and a chord bearing S 61°58'13" W and distance of 99.42 feet; Thence along a curve to the right, having a radius of 325.19 feet, a central angle of 54°22'36", an arc length of 308.62 feet, and a chord bearing S 88°55'25" W and distance of 297.17 feet; Thence N 26°00'06" E, a distance of 60.00 feet; Thence N 36°48'44" E, a distance of 3.44 feet; Thence N 09°29'43" E, a distance of 174.83 feet; Thence N 31°07'09" W, a distance of 160.75 feet; Thence N 55°43'45" W, a distance of 79.92 feet; Thence N 25°35'14" W, a distance of 170.43 feet; Thence N 29°47'29" W, a distance of 90.47 feet; Thence N 62°30'12" W, a distance of 83.46 feet; Thence N 00°37'04" W, a distance of 76.83 feet; Thence N 28°16'58" W, a distance of 166.01 feet; Thence N 50°48'25" W, a distance of 88.36 feet; Thence N 21°13'40" W, a distance of 312.35 feet; Thence N 04°21'09" E, a distance of 628.42 feet; Thence S 88°17'49" W, a distance of 221.45 feet; Thence N 61°40'14" W, a distance of 98.08 feet; Thence N 46°48'31" W, a distance of 539.81 feet; Thence N 46°47'01" W, a distance of 60.00 feet; Thence N 43°12'59" E, a distance of 40.30 feet; Thence along a curve to the right, having a radius of 357.38 feet, a central angle of 02°45'22", an arc length of 17.19 feet, and a chord bearing N 44°29'08" E and distance of 17.19 feet; Thence N 25°25'07" W, a distance of 336.87 feet; Thence N 88°26'00" E, a distance of 361.78 feet; Thence N 01°42'03" W, a distance of 111.87 feet; Thence N 76°40'00" E, a distance of 273.84 feet; Thence S 01°41'58" E, a distance of 227.78 feet; Thence N 88°02'16" E, a distance of 600.55 feet; Thence N 19°36'26" E, a distance of 10.52 feet; Thence N 88°22'57" E, a distance of 1,602.90 feet; Thence S 01°44'19" E, a distance of 250.00 feet; Thence N 88°22'57" E, a distance of 450.00 feet; Thence S 01°44'19" E, a distance of 58.61 feet; Thence S 88°15'41" W, a distance of 167.48 feet; Thence S 01°46'16" E, a distance of 163.85 feet; Thence N 85°04'57" W, a distance of 2.98 feet; Thence S 01°42'14" E, a distance of 150.12 feet; Thence S 16°47'02" E, a distance of 232.18 feet; Thence S 08°42'59" E, a distance of 120.70 feet; Thence N 88°16'04" E, a distance of 92.14 feet; Thence S 01°43'04" E, a distance of 774.98 feet; Thence S 88°07'00" W, a distance of 28.18 feet; Thence N 03°19'49" W, a distance of 229.28 feet; Thence S 19°08'36" W, a distance of 253.45 feet; Thence S 35°03'20" W, a distance of 96.79 feet; Thence S 74°35'33" W, a distance of 63.89 feet; Thence N 72°44'37" W, a distance of 93.52 feet; Thence S 22°49'34" W, a distance of 39.91 feet; Thence S 28°48'00" E, a distance of 172.11 feet; Thence S 50°15'30" E, a distance of 92.28 feet; Thence S 19°20'11" W, a distance of 7.94 feet; Thence S 48°35'03" E, a distance of 63.74 feet; Thence along a curve to the right, having a radius of 414.04 feet, a central angle of 31°03'31", an arc length of 224.44 feet, and a chord bearing S 38°46'44" W and distance of 221.70 feet; Thence S 35°41'30" E, a distance of 75.79 feet; Thence S 18°58'14" W, a distance of 113.30 feet; Thence S 19°15'13" W, a distance of 322.14 feet; Thence S 07°23'30" E, a distance of 507.47 feet; Thence S 00°41'20" E, a distance of 109.32 feet; Thence S 22°38'39" E, a distance of 151.12 feet; Thence S 48°30'47" E, a distance of 94.01 feet; Thence N 69°05'07" E, a distance of 0.20 feet; Thence N 02°51'38" E, a distance of 53.80 feet; Thence N 67°31'48" E, a distance of 94.37 feet; Thence along a curve to the right, having a radius of 107.19 feet, a central angle of 65°00'52", an arc length of 121.63 feet, and a chord bearing S 77°23'54" E and distance of 115.21 feet; Thence N 88°23'02" E, a distance of 15.19 feet; Thence S 01°36'56" E, a distance of 428.20 feet to the POINT OF BEGINNING.

Said outer tract contains 8,001,674.00 square feet, or 183.693 acres, more or less, before the following exception.

LESS AND EXCEPT the following tract of land situated in said Section 11, Township 14 North, Range 18 East of the Indian Meridian, Muskogee County, Oklahoma:

COMMENCING at the POINT OF BEGINNING of the above-described outer tract; thence N 47°20'09" W, a distance of 2,001.70 feet to a point having a drawing Easting of 2,751,368.3769 feet and Northing of 265,762.8182 feet, said point being the POINT OF BEGINNING of the tract herein excepted; thence along said excepted tract the following courses:

Thence along a curve to the right, having a radius of 300.93 feet, a central angle of 58°39'55", an arc length of 308.13 feet, and a chord bearing S 50°49'36" E and distance of 294.84 feet; Thence N 68°11'07" E, a distance of 463.51 feet; Thence N 09°24'40" W, a distance of 222.94 feet; Thence N 06°51'09" W, a distance of 95.81 feet; Thence N 04°13'28" W, a distance of 228.89 feet; Thence N 88°48'46" W, a distance of 566.10 feet; Thence S 00°48'52" W, a distance of 254.40 feet; Thence S 01°09'34" W, a distance of 160.19 feet; Thence S 01°10'20" W, a distance of 66.87 feet; Thence S 18°28'49" W, a distance of 62.92 feet to the POINT OF BEGINNING.

Said excepted tract contains 375,875.45 square feet, or 8.629 acres, more or less.

The above-described outer tract, LESS AND EXCEPT the above-described interior tract, contains 7,625,798.55 square feet, or 175.064 acres, more or less.

NAD83 Oklahoma State Plane North Zone, U.S. survey feet (OK83–NF). Coordinates are drawing eastings and northings in U.S. survey feet. No rotation or grid-to-ground scale correction has been applied.

HORZ. 1" = 200'
VERT.

BAR IS ONE INCH ON ORIGINAL DRAWING. IF NOT ONE INCH ON THIS SHEET, ADJUST SCALE ACCORDINGLY

Holloway, Updike and Bellen, Inc.
616 EAST BEE BOULEVARD · MUSKOGEE, OKLAHOMA · (918) 682-7841

MUSKOGEE
Planning Department

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

Planning & Community Development Staff Report

Agenda Item Title:
Consider approval of a rezone request from a previously filed PUD Planned Unit Development to a Planned Unit Development (PUD) for Legacy Park Subdivision on E. 43rd Street and Gulick Street, within Southeast quarter of section 11, Township 14 north, Range 18 East of the Indian Base and Meridian, Muskogee county, state of Oklahoma, containing 176 acres more or less, and if approved, authorize city staff to update the official city map. (Sarah Winkle)

Meeting Information:
City of Muskogee Planning & Zoning Commission, October 6, 2026, at 9:00 A.M.
Location: City of Muskogee City Hall, 229 W Okmulgee Ave., 3rd Floor Council Chambers

Legal Description:

A tract of land situated in Section 11, Township 14 North, Range 18 East of the Indian Meridian, Muskogee County, Oklahoma, more particularly described as follows:

COMMENCING at the southeast corner of said Section 11, having a drawing Easting of 2,752,865.6677 feet and Northing of 264,382.1997 feet; thence N 46°29'45" W, a distance of 34.97 feet to the southeasterly corner of the tract herein described, having a drawing Easting of 2,752,840.3057 feet and Northing of 264,406.2709 feet, said point being the POINT OF BEGINNING; thence along said tract the following courses:

Thence S 88°26'46" W, a distance of 1,601.45 feet; Thence N 00°10'47" W, a distance of 4.35 feet; Thence S 88°24'47" W, a distance of 60.05 feet; Thence N 01°42'10" W, a distance of 80.15 feet; Thence S 88°23'46" W, a distance of 135.00 feet; Thence N 10°32'32" W, a distance of 78.45 feet; Thence N 25°00'14" E, a distance of 203.50 feet; Thence N 40°04'49" E, a distance of 366.94 feet; Thence N 00°23'46" W, a distance of 219.06 feet; Thence N 07°50'34" E, a distance of 326.18 feet; Thence N 13°50'38" W, a distance of 181.40 feet; Thence along a curve to the left, having a radius of 245.98 feet, a central angle of 36°39'22", an arc length of 157.37 feet, and a chord bearing S 80°31'59" W and distance of 154.70 feet; Thence along a curve to the left, having a radius of 12,125.13 feet, a central angle of 00°28'11", an arc length of 99.42 feet, and a chord bearing S 61°58'13" W and distance of 99.42 feet; Thence along a curve to the right, having a radius of 325.19 feet, a central angle

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Muskogee, OK 74401
(918) 684-6232

of 54°22'36", an arc length of 308.62 feet, and a chord bearing S 88°55'25" W and distance of 297.17 feet; Thence N 26°00'06" E, a distance of 60.00 feet; Thence N 36°48'44" E, a distance of 3.44 feet; Thence N 09°29'43" E, a distance of 174.83 feet; Thence N 31°07'09" W, a distance of 160.75 feet; Thence N 55°43'45" W, a distance of 79.92 feet; Thence N 25°35'14" W, a distance of 170.43 feet; Thence N 29°47'29" W, a distance of 90.47 feet; Thence N 62°30'12" W, a distance of 83.46 feet; Thence N 00°37'04" W, a distance of 76.83 feet; Thence N 28°16'58" W, a distance of 166.01 feet; Thence N 50°48'25" W, a distance of 88.36 feet; Thence N 21°13'40" W, a distance of 312.35 feet; Thence N 04°21'09" E, a distance of 628.42 feet; Thence S 88°17'49" W, a distance of 221.45 feet; Thence N 61°40'14" W, a distance of 98.08 feet; Thence N 46°48'31" W, a distance of 539.81 feet; Thence N 46°47'01" W, a distance of 60.00 feet; Thence N 43°12'59" E, a distance of 40.30 feet; Thence along a curve to the right, having a radius of 357.38 feet, a central angle of 02°45'22", an arc length of 17.19 feet, and a chord bearing N 44°29'08" E and distance of 17.19 feet; Thence N 25°25'07" W, a distance of 336.87 feet; Thence N 88°26'00" E, a distance of 361.78 feet; Thence N 01°42'03" W, a distance of 111.87 feet; Thence N 76°40'00" E, a distance of 273.84 feet; Thence S 01°41'58" E, a distance of 227.78 feet; Thence N 88°02'16" E, a distance of 600.55 feet; Thence N 19°36'26" E, a distance of 10.52 feet; Thence N 88°22'57" E, a distance of 1,602.90 feet; Thence S 01°44'19" E, a distance of 250.00 feet; Thence N 88°22'57" E, a distance of 450.00 feet; Thence S 01°44'19" E, a distance of 58.61 feet; Thence S 88°15'41" W, a distance of 167.48 feet; Thence S 01°46'16" E, a distance of 163.85 feet; Thence N 85°04'57" W, a distance of 2.98 feet; Thence S 01°42'14" E, a distance of 150.12 feet; Thence S 16°47'02" E, a distance of 232.18 feet; Thence S 08°42'59" E, a distance of 120.70 feet; Thence N 88°16'04" E, a distance of 92.14 feet; Thence S 01°43'04" E, a distance of 774.98 feet; Thence S 88°07'00" W, a distance of 28.18 feet; Thence N 03°19'49" W, a distance of 229.28 feet; Thence S 19°08'36" W, a distance of 253.45 feet; Thence S 35°03'20" W, a distance of 96.79 feet; Thence S 74°35'33" W, a distance of 63.89 feet; Thence N 72°44'37" W, a distance of 93.52 feet; Thence S 22°49'34" W, a distance of 39.91 feet; Thence S 28°48'00" E, a distance of 172.11 feet; Thence S 50°15'30" E, a distance of 92.28 feet; Thence S 19°20'11" W, a distance of 7.94 feet; Thence S 48°35'03" E, a distance of 63.74 feet; Thence along a curve to the right, having a radius of 414.04 feet, a central angle of 31°03'31", an arc length of 224.44 feet, and a chord bearing S 38°46'44" W and distance of 221.70 feet; Thence S 35°41'30" E, a distance of 75.79 feet; Thence S 18°58'14" W, a distance of 113.30 feet; Thence S 19°15'13" W, a distance of 322.14 feet;

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Thence S 07°21'30" E, a distance of 507.47 feet; Thence S 00°41'20" E, a distance of 109.32 feet; Thence S 22°38'39" E, a distance of 151.12 feet; Thence S 48°30'47" E, a distance of 94.01 feet; Thence N 69°05'07" E, a distance of 0.20 feet; Thence N 02°51'38" E, a distance of 53.80 feet; Thence N 67°31'48" E, a distance of 94.37 feet; Thence along a curve to the right, having a radius of 107.19 feet, a central angle of 65°00'52", an arc length of 121.63 feet, and a chord bearing S 77°23'54" E and distance of 115.21 feet; Thence N 88°23'02" E, a distance of 15.19 feet; Thence S 01°36'56" E, a distance of 428.20 feet to the POINT OF BEGINNING.

Said outer tract contains 8,001,674.00 square feet, or 183.693 acres, more or less, before the following exception.

LESS AND EXCEPT the following tract of land situated in said Section 11, Township 14 North, Range 18 East of the Indian Meridian, Muskogee County, Oklahoma:

COMMENCING at the POINT OF BEGINNING of the above-described outer tract; thence N 47°20'09" W, a distance of 2,001.70 feet to a point having a drawing Easting of 2,751,368.3769 feet and Northing of 265,762.8182 feet, said point being the POINT OF BEGINNING of the tract herein excepted; thence along said excepted tract the following courses:

Thence along a curve to the right, having a radius of 300.93 feet, a central angle of 58°39'55", an arc length of 308.13 feet, and a chord bearing S 50°49'36" E and distance of 294.84 feet; Thence N 68°11'07" E, a distance of 463.51 feet; Thence N 09°24'40" W, a distance of 222.94 feet; Thence N 06°51'09" W, a distance of 95.81 feet; Thence N 04°13'28" W, a distance of 228.89 feet; Thence N 88°48'46" W, a distance of 566.10 feet; Thence S 00°48'52" W, a distance of 254.40 feet; Thence S 01°09'34" W, a distance of 160.19 feet; Thence S 01°10'20" W, a distance of 66.87 feet; Thence S 18°28'49" W, a distance of 62.92 feet to the POINT OF BEGINNING.

Said excepted tract contains 375,875.45 square feet, or 8.629 acres, more or less.

The above-described outer tract, LESS AND EXCEPT the above-described interior tract, contains 7,625,798.55 square feet, or 175.064 acres, more or less.

NAD83 Oklahoma State Plane North Zone, U.S. survey feet (OK83-NF).
Coordinates are eastings and northings in U.S. survey feet.

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Background:
The property owned by Legacy Park Holdings LLC, also known as Legacy Park Subdivision, is currently covered under a previous (PUD) Planned Unit Development zoning classification. A proposed rezoning through the adoption of a new Planned Unit Development (PUD) in accordance with 90-05-01 et seq. of the Muskogee City Code of Ordinances will make future development easier by creating more flexible regulations and removing the burden of rezoning individual parcels.

A Planned Unit Development essentially creates a set of development standards for this subdivision that replaces existing standards found in the City of Muskogee zoning code.

This PUD does conform to the 2045 Muskogee Comprehensive Plan and Future Land Use Map as a Suburban Residential Place Type.

Suburban Residential allows for the following Representative Land Uses:

- Single-family Residential
- Multi-family residential
- Commercial services

<u>Major Proposed Deviations from the Existing Zoning Code</u>
The purpose of this Planned Unit Development (PUD) for the Legacy Park Subdivision is to develop the land and provide approximately four hundred fifty (+450) new quality dwellings within the seven subdivisions in this PUD so named: Legacy Park Village (row homes), Homestead at Legacy Park (entry-level), The Ranch at Legacy Park (growth), The Reserve at Legacy Park (executive), The Glades at Legacy Park (multiplex), The Promenade at Legacy Park (55+ patio homes), and The Nine at Legacy Park (estate). The intent of the development is to provide individuals and families wishing to relocate to, retire in, or move up within the City of Muskogee a single master-planned community that accommodates them at every stage of life, from first-time buyers through move-up families to empty-nesters and executive/estate buyers. The following are the major changes made to the residential and commercial development standards to promote development in this PUD:

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1. In the City of Muskogee Zoning Code, residential structures are broken up into various zoning districts that allow for most types of structures to be erected in the district.
    a. This PUD allows for single family, multi-family, commercial development and open recreational spaces.
    b. This PUD reduces the setback requirements, sets lot size minimums and maximums differing from the City of Muskogee Zoning Code and allows for larger lot coverage maximums.
    c. In addition, each of the 7 subdivisions within this PUD will have their own separate HOA's governed by Legacy Park Holdings, LLC.

Notice of Public Hearing was posted in the Muskogee Daily Phoenix and sent to property owners that reside or own property within a 300' foot radius of this area. Public Hearings will occur at the following meetings:

- Planning & Zoning Commission on October 6, 2026, at 9:00 a.m.
- City Council on October 26, 2026, at 5:30 p.m.

Planning Department Analysis

- Current Zoning & Use: PUD, Vacant Agricultural
- Proposed Zoning& Use: PUD, Single Family, Multi Family, Commercial
- Section, Township, Range: Section Southeast 11, Township 14 North, Range 18 East

RECOMMENDATION: Recommend approval of the Rezone Request.

MUSKOGEE
Planning Department

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Zoning Map



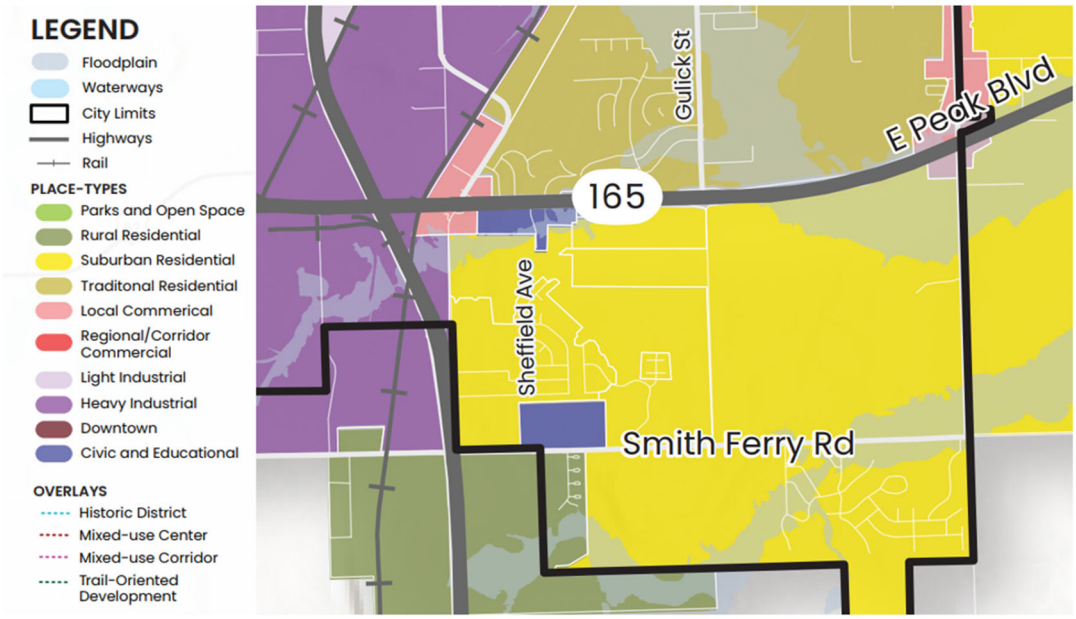
9/15/2026

Tribal Boundaries
Zoning Districts
A
R-A
R-1
R-2
R-4
I-1
PUD
Muskogee City Limits
World Imagery
Low Resolution 15m Imagery
High Resolution 60cm Imagery
High Resolution 30cm Imagery
Citations
2.4m Resolution Metadata

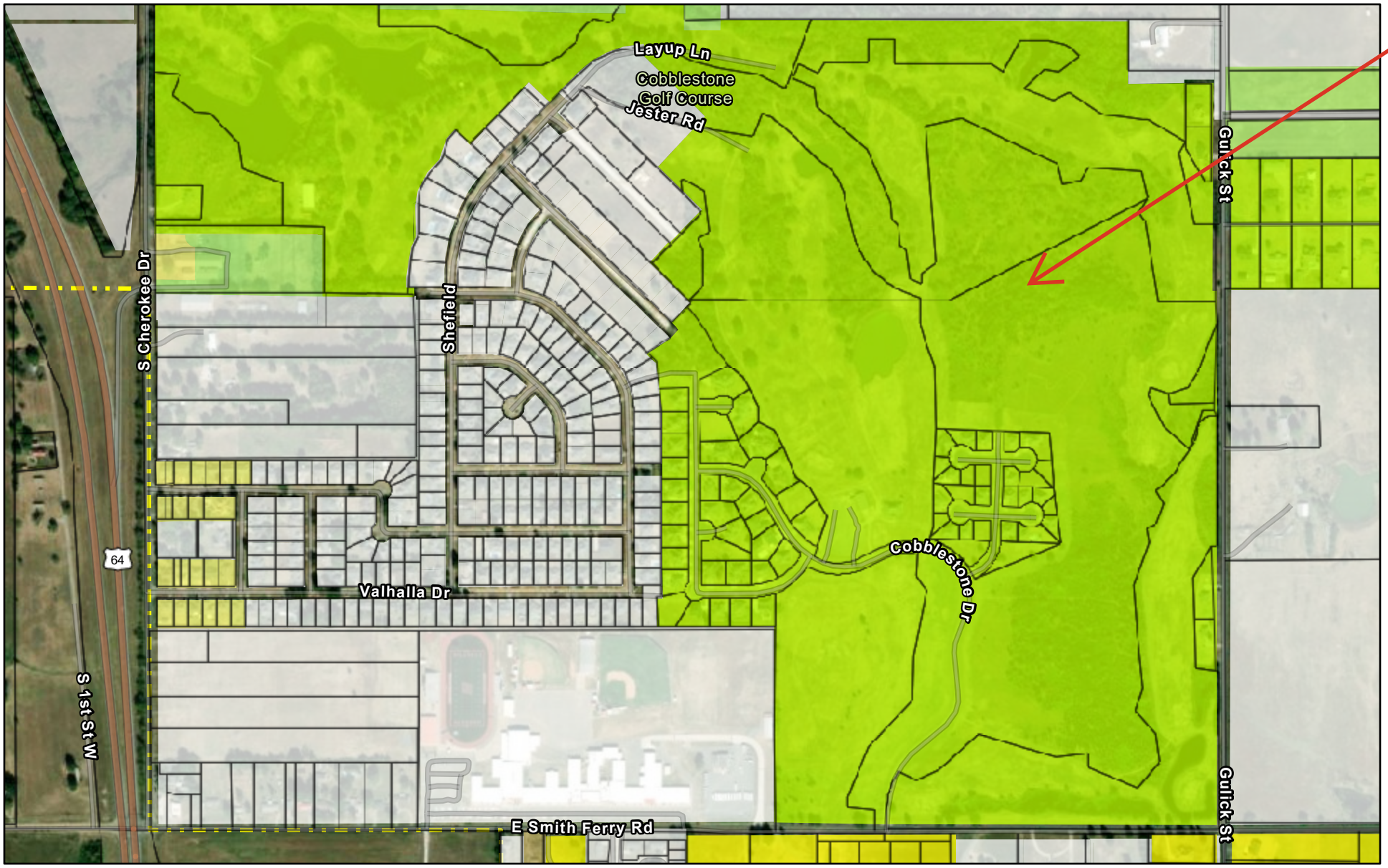
1:10,000
0 0.05 0.1 0.2 mi
0 0.1 0.2 0.4 km

Vantor, Esri Community Maps Contributors, Texas Parks & Wildlife, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS,

FUTURE LAND USE MAP



Zoning Map



9/15/2026

Tribal Boundaries

Zoning Districts

- A
- R-A
- R-1
- R-2
- R-4
- I-1
- PUD
- Muskogee City Limits
- World Imagery
- Low Resolution 15m Imagery
- High Resolution 60cm Imagery
- High Resolution 30cm Imagery
- Citations
- 2.4m Resolution Metadata

1:10,000

0 0.05 0.1 0.2 mi

0 0.1 0.2 0.4 km

Vantor, Esri Community Maps Contributors, Texas Parks & Wildlife, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS,

LEGACY PARK
PLANNED UNIT DEVELOPMENT
SITE PLAN

PROPOSED RETENTION POND

PROPOSED RETENTION POND

PROPOSED RETENTION POND

PROPOSED LEGACY PARK BOUNDARY

AREA 1.80 AC.

GULICK ROAD

GULICK ROAD

N

LEGEND

- THE RANCH — MIN. 7200 SF LOTS
- THE RESERVE — 1/2 ACRE ESTATES
- THE NINE — 2 ACRES LOTS
- THE VILLAGES — ROW HOUSES
- THE HOMESTEAD — MAX. 7200 SF LOTS
- THE GLADES — DU-, TRI-, & QUAD-PLEX
- COMMERCIAL
- THE COMMONS — RECREATION AREA
- OPEN SPACE

SECTION 11, T 14 N, R 18 E

PEAK BOULEVARD

S. CLARENCE E. SEWELL ST.

GULICK ROAD

SMITH FERRY ROAD

PROPOSED LEGACY PARK PUD

LOCATION MAP

LEGAL DESCRIPTION

A tract of land situated in Section 11, Township 14 North, Range 18 East of the Indian Meridian, Muskogee County, Oklahoma, more particularly described as follows:

COMMENCING at the southeast corner of said Section 11, having a drawing Easting of 2,752,865.6677 feet and Northing of 264,382.1997 feet; thence N 46°29'45" W, a distance of 34.97 feet to the southeasterly corner of the tract herein described, having a drawing Easting of 2,752,840.3057 feet and Northing of 264,406.2709 feet, said point being the POINT OF BEGINNING; thence along said tract the following courses:

Thence S 88°26'46" W, a distance of 1,601.45 feet; Thence N 00°10'47" W, a distance of 4.35 feet; Thence S 88°24'47" W, a distance of 60.05 feet; Thence N 01°42'10" W, a distance of 80.15 feet; Thence S 88°23'46" W, a distance of 135.00 feet; Thence N 10°32'32" W, a distance of 78.45 feet; Thence N 25°00'14" E, a distance of 203.50 feet; Thence N 40°04'49" E, a distance of 366.94 feet; Thence N 00°23'46" W, a distance of 219.06 feet; Thence N 07°50'34" E, a distance of 326.18 feet; Thence N 13°50'38" W, a distance of 181.40 feet; Thence along a curve to the left, having a radius of 245.98 feet, a central angle of 36°39'22", an arc length of 157.37 feet, and a chord bearing S 80°31'59" W and distance of 154.70 feet; Thence along a curve to the left, having a radius of 12,125.13 feet, a central angle of 00°28'11", an arc length of 99.42 feet, and a chord bearing S 61°58'13" W and distance of 99.42 feet; Thence along a curve to the right, having a radius of 325.19 feet, a central angle of 54°22'36", an arc length of 308.62 feet, and a chord bearing S 88°55'25" W and distance of 297.17 feet; Thence N 26°00'06" E, a distance of 60.00 feet; Thence N 36°48'44" E, a distance of 3.44 feet; Thence N 09°29'43" E, a distance of 174.83 feet; Thence N 31°07'09" W, a distance of 160.75 feet; Thence N 55°43'45" W, a distance of 79.92 feet; Thence N 25°35'14" W, a distance of 170.43 feet; Thence N 29°47'29" W, a distance of 90.47 feet; Thence N 62°30'12" W, a distance of 83.46 feet; Thence N 00°37'04" W, a distance of 76.83 feet; Thence N 28°16'58" W, a distance of 166.01 feet; Thence N 50°48'25" W, a distance of 88.36 feet; Thence N 21°13'40" W, a distance of 312.35 feet; Thence N 04°21'09" E, a distance of 628.42 feet; Thence S 88°17'49" W, a distance of 221.45 feet; Thence N 61°40'14" W, a distance of 98.08 feet; Thence N 46°48'31" W, a distance of 539.81 feet; Thence N 46°47'01" W, a distance of 60.00 feet; Thence N 43°12'59" E, a distance of 40.30 feet; Thence along a curve to the right, having a radius of 357.38 feet, a central angle of 02°45'22", an arc length of 17.19 feet, and a chord bearing N 44°29'08" E and distance of 17.19 feet; Thence N 25°25'07" W, a distance of 336.87 feet; Thence N 88°26'00" E, a distance of 361.78 feet; Thence N 01°42'03" W, a distance of 111.87 feet; Thence N 76°40'00" E, a distance of 273.84 feet; Thence S 01°41'58" E, a distance of 227.78 feet; Thence N 88°02'16" E, a distance of 600.55 feet; Thence N 19°36'26" E, a distance of 10.52 feet; Thence N 88°22'57" E, a distance of 1,602.90 feet; Thence S 01°44'19" E, a distance of 250.00 feet; Thence N 88°22'57" E, a distance of 450.00 feet; Thence S 01°44'19" E, a distance of 58.61 feet; Thence S 88°15'41" W, a distance of 167.48 feet; Thence S 01°46'16" E, a distance of 163.85 feet; Thence N 85°04'57" W, a distance of 2.98 feet; Thence S 01°42'14" E, a distance of 150.12 feet; Thence S 16°47'02" E, a distance of 232.18 feet; Thence S 08°42'59" E, a distance of 120.70 feet; Thence N 88°16'04" E, a distance of 92.14 feet; Thence S 01°43'04" E, a distance of 774.98 feet; Thence S 88°07'00" W, a distance of 28.18 feet; Thence N 03°19'49" W, a distance of 229.28 feet; Thence S 19°08'36" W, a distance of 253.45 feet; Thence S 35°03'20" W, a distance of 96.79 feet; Thence S 74°35'33" W, a distance of 63.89 feet; Thence N 72°44'37" W, a distance of 93.52 feet; Thence S 22°49'34" W, a distance of 39.91 feet; Thence S 28°48'00" E, a distance of 172.11 feet; Thence S 50°15'30" E, a distance of 92.28 feet; Thence S 19°20'11" W, a distance of 7.94 feet; Thence S 48°35'03" E, a distance of 63.74 feet; Thence along a curve to the right, having a radius of 414.04 feet, a central angle of 31°03'31", an arc length of 224.44 feet, and a chord bearing S 38°46'44" W and distance of 221.70 feet; Thence S 35°41'30" E, a distance of 75.79 feet; Thence S 18°58'14" W, a distance of 113.30 feet; Thence S 19°15'13" W, a distance of 322.14 feet; Thence S 07°21'30" E, a distance of 507.47 feet; Thence S 00°41'20" E, a distance of 109.32 feet; Thence S 22°38'39" E, a distance of 151.12 feet; Thence S 48°30'47" E, a distance of 94.01 feet; Thence N 69°05'07" E, a distance of 0.20 feet; Thence N 02°51'38" E, a distance of 53.80 feet; Thence N 67°31'48" E, a distance of 94.37 feet; Thence along a curve to the right, having a radius of 107.19 feet, a central angle of 65°00'52", an arc length of 121.63 feet, and a chord bearing S 77°23'54" E and distance of 115.21 feet; Thence N 88°23'02" E, a distance of 15.19 feet; Thence S 01°36'56" E, a distance of 428.20 feet to the POINT OF BEGINNING.

Said outer tract contains 8,001,674.00 square feet, or 183.693 acres, more or less, before the following exception.

LESS AND EXCEPT the following tract of land situated in said Section 11, Township 14 North, Range 18 East of the Indian Meridian, Muskogee County, Oklahoma:

COMMENCING at the POINT OF BEGINNING of the above-described outer tract; thence N 47°20'09" W, a distance of 2,001.70 feet to a point having a drawing Easting of 2,751,368.3769 feet and Northing of 265,762.8182 feet, said point being the POINT OF BEGINNING of the tract herein excepted; thence along said excepted tract the following courses:

Thence along a curve to the right, having a radius of 300.93 feet, a central angle of 58°39'55", an arc length of 308.13 feet, and a chord bearing S 50°49'36" E and distance of 294.84 feet; Thence N 68°11'07" E, a distance of 463.51 feet; Thence N 09°24'40" W, a distance of 222.94 feet; Thence N 06°51'09" W, a distance of 95.81 feet; Thence N 04°13'28" W, a distance of 228.89 feet; Thence N 88°48'46" W, a distance of 566.10 feet; Thence S 00°48'52" W, a distance of 254.40 feet; Thence S 01°09'34" W, a distance of 160.19 feet; Thence S 01°10'20" W, a distance of 66.87 feet; Thence S 18°28'49" W, a distance of 62.92 feet to the POINT OF BEGINNING.

Said excepted tract contains 375,875.45 square feet, or 8.629 acres, more or less.

The above-described outer tract, LESS AND EXCEPT the above-described interior tract, contains 7,625,798.55 square feet, or 175.064 acres, more or less.

NAD83 Oklahoma State Plane North Zone, U.S. survey feet (OK83-NF). Coordinates are drawing eastings and northings in U.S. survey feet. No rotation or grid-to-ground scale correction has been applied.

HORZ. 1" = 200'
VERT.

BAR IS ONE INCH ON ORIGINAL DRAWING 0 1"

IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

Holloway, Updike and Bellen, Inc.
818 EAST SIDE BOULEVARD - MUSKOGEE, OKLAHOMA (918) 682-7811

HUB Engineering 8/16/2026 12:06 PM Plot Style: -HUB-HALF GREG.CTB
Plotted By: Greg Hall
(C:\2026\26GRAND\WIP\UD\06_CAD\01_Base\MasterPlan Base.dwg

Regular City Council **3.**

Meeting Date: 10/26/2026

Initiator: Sarah Winkle, Director of Planning and Community Development

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Information

AGENDA ITEM TITLE:

Consider approval of the Phase I Preliminary and Final Plat for Legacy Park, or take other necessary action. (Sarah Winkle)

LEGAL DESCRIPTION:

A tract of land situated in Section 11, Township 14 North, Range 18 East of the Indian Base and Meridian, City of Muskogee, Muskogee County, State of Oklahoma, being more particularly described as follows:

COMMENCING at the Northeast corner of the Southeast Quarter of the Northeast Quarter of said Section 11, being the intersection of the East line of said Section 11 with the North line of the South Half of the Northeast Quarter thereof; thence South 01°42'32″East, along said East line, a distance of 250.00 feet to the POINT OF BEGINNING; Thence South 01°42'32″East, a distance of 58.61 feet, along said East line; Thence South 88°17'28″West, a distance of 167.48 feet; Thence South 01°44'29″East, a distance of 165.62 feet; Thence South 01°44'29″East, a distance of 146.22 feet; Thence South 29°57'30″East, a distance of 196.43 feet; Thence North 88°17'28″East, a distance of 34.33 feet; Thence South 01°41'11″East, a distance of 716.81 feet; Thence South 20°50'50″West, a distance of 253.45 feet; Thence South 36°45'34″West, a distance of 96.79 feet; Thence South 76°17'47″West, a distance of 63.98 feet; Thence North 71°02'23″West, a distance of 93.52 feet; Thence South 24°31'48″West, a distance of 39.91 feet; Thence South 27°05'46″East, a distance of 172.11 feet; Thence South 48°33'16″East, a distance of 115.80 feet; Thence along a curve to the left, having a radius of 436.37 feet, a central angle of 05°27'19″, and an arc length of 41.55 feet, the chord of said curve bearing North 16°56'11″East a distance of 41.53 feet; Thence North 13°50'25″East, a distance of 60.12 feet; Thence along a curve to the right, having a radius of 161.42 feet, a central angle of 74°32'17″, and an arc length of 210.00 feet, the chord of said curve bearing North 51°06'26″East a distance of 195.50 feet; Thence North 88°22'35″East, a distance of 21.23 feet; Thence South 01°37'25″East, a distance of 60.00 feet; Thence South 88°22'35″West, a distance of 21.23 feet; Thence along a curve to the left, having a radius of 101.42 feet, a central angle of 74°32'19″, and an arc length of 131.94 feet, the chord of said curve bearing South 51°06'25″West a distance of 122.83 feet; Thence South 13°50'25″West, a distance of 60.12 feet; Thence along a curve to the right, having a radius of 413.92 feet, a central angle of 40°55'46″, and an arc length of 295.69 feet, the chord of said curve bearing South 34°17'56″West a distance of 289.44 feet; Thence South 35°39'55″East, a distance of 75.24 feet; Thence South 19°00'01″West, a distance of 113.30 feet; Thence North 79°10'00″West, a distance of 209.17 feet; Thence North 08°47'09″East, a distance of 32.24 feet; Thence North 07°44'30″East, a distance of 22.52 feet; Thence along a curve to the right, having a radius of 100.00 feet, a central angle of 49°05'59″, and an arc length of 85.70 feet, the chord of said curve bearing North 31°51'45″East a distance of 83.10 feet; Thence North 51°05'07″West, a distance of 23.24 feet; Thence along a curve to the right, having a radius of 448.24 feet, a central angle of 18°48'09″, and an arc length of 147.10 feet, the chord of said curve bearing North 41°40'45″West a distance of 146.44 feet; Thence along a curve to the left, having a radius of 1,390.88 feet, a central angle of 03°39'27″, and an arc length of 88.79 feet, the chord of said curve bearing North 34°06'07″West a distance of 88.77 feet; Thence North 89°48'47″West, a distance of

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Said tract contains 4,563,019.70 square feet, or 104.7525 acres, more or less.

BACKGROUND:

The platting application was submitted by Josh Forrest to plat phase I of the Legacy Park Subdivision with phase I consisting of 104.7525 acres more or less. This Subdivision will allow for a mixed-use development of residential, multi-family and commercial space. The preliminary and final plat were approved with conditions by the Subdivision Review Committee on October 13, 2026. The phase I plat will subdivide 104.7525-acres for this development. The plat complies with the requirements of the subdivision regulations.

RECOMMENDED STAFF ACTION:

Approve the Preliminary and Final Plat.

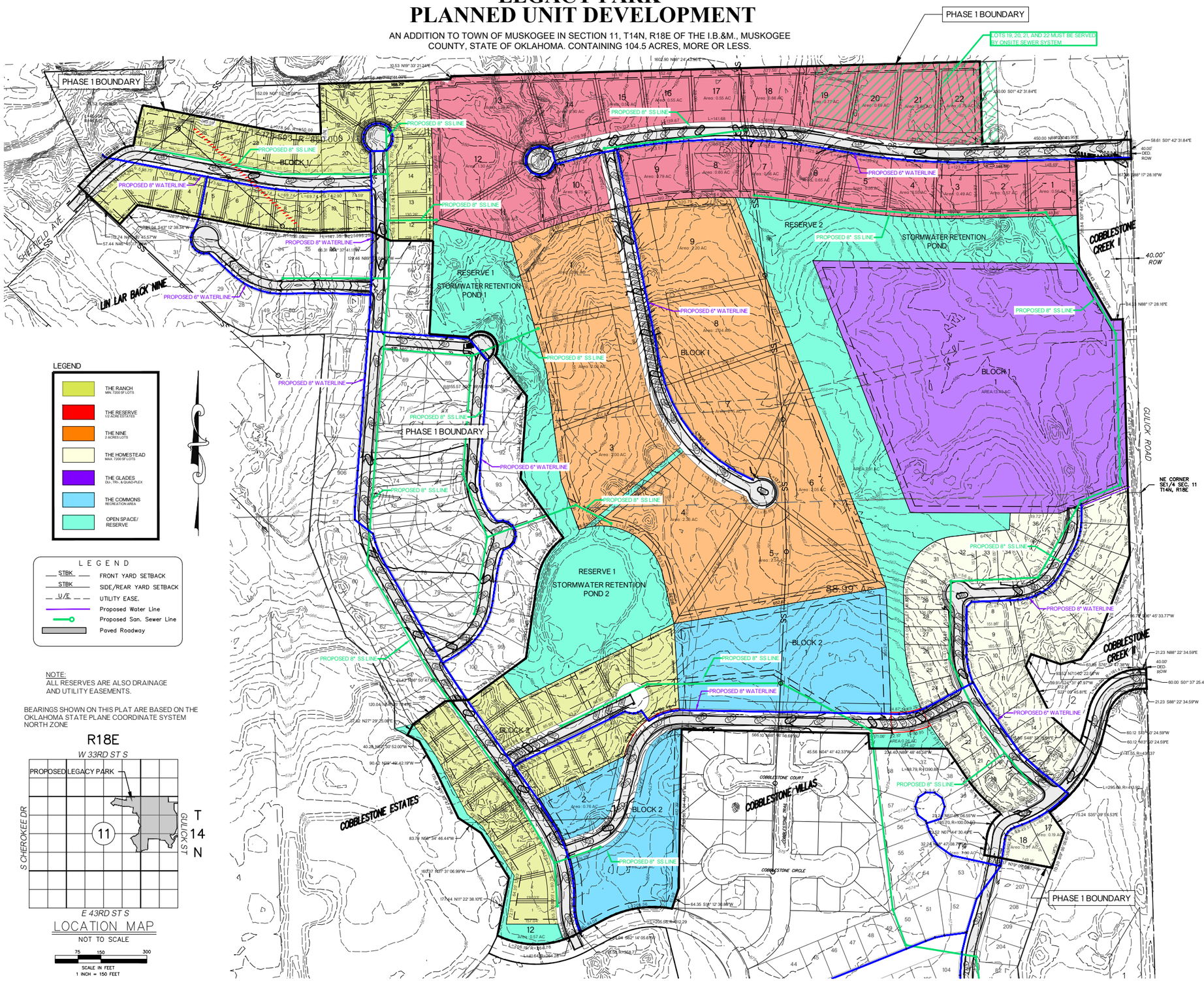
Fiscal Impact

Attachments

Preliminary Plat
Final Plat
Staff Report
Zoning Map
FLUM

PRELIMINARY PLAT
of
LEGACY PARK
PLANNED UNIT DEVELOPMENT

AN ADDITION TO TOWN OF MUSKOGEE IN SECTION 11, T14N, R18E OF THE I.B.&M., MUSKOGEE COUNTY, STATE OF OKLAHOMA. CONTAINING 104.5 ACRES, MORE OR LESS.



LEGEND

- THE RANCH — MIN. 7200 SF LOTS
- THE RESERVE — 1/2 ACRE ESTATES
- THE NINE — 2 ACRES LOTS
- THE HOMESTEAD — MAX. 7200 SF LOTS
- THE GLADES — DU-, TRI-, & QUAD-PLEX
- THE COMMONS — RECREATION AREA
- OPEN SPACE/ RESERVE

L E G E N D

- STBK — FRONT YARD SETBACK
- STBK — SIDE/REAR YARD SETBACK
- U/E — UTILITY EASE.
- Proposed Water Line
- Proposed San. Sewer Line
- Paved Roadway

NOTE:
ALL RESERVES ARE ALSO DRAINAGE AND UTILITY EASEMENTS.

BEARINGS SHOWN ON THIS PLAT ARE BASED ON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM NORTH ZONE

LOCATION MAP
NOT TO SCALE

75 150 300
SCALE IN FEET
1 INCH = 150 FEET

Owner's Certificate and Dedication

STATE OF OKLAHOMA)

COUNTY OF MUSKOGEE)

KNOW ALL MEN BY THESE PRESENTS, that We, (OWNERS), hereby certify that we are the Owner of the and the person or persons having any right, title or interests to the following described tract of land, to-Wit:

SEE SHEET 2 OF FINAL PLAT FOR LEGAL DESCRIPTION

We further certify that we have caused said tract of land to be platted into lots and blocks and have caused this plat to be made of said tract showing accurate dimension of lots and streets. We hereby designate said tract of land as LEGACY PARK PLANNED UNIT DEVELOPMENT and dedicate to public use all streets and utility easements as shown hereon.

_____ _____
(OWNER 1 NAME) (OWNER 2 NAME)

STATE OF OKLAHOMA
COUNTY OF MUSKOGEE

Before me, the undersigned, a notary public in and for the State of Oklahoma, personally appeared (OWNER 1) and (OWNER 2) to me known to be the identical persons who executed the foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the purpose set forth.

WITNESS my hand and seal this _____ day of _____, 2026.

_____
Notary Public

My Commission expires:_____

CERTIFICATE OF SURVEY

KNOW ALL MEN BY THESE PRESENTS, that I, Charles Warren Chastain, a resident of the State of Oklahoma, do hereby certify that I have carefully and accurately surveyed and platted into lots and blocks the above described property and that this plat is a true and correct representation thereof, I further certify that this plat meets the minimum standards for the practice of land surveying.

WITNESS my hand and seal this _____day of _____, 2026.

_____
Charles Warren Chastain, Land Surveyor (Lic. No. 1352)

STATE OF OKLAHOMA
COUNTY OF MUSKOGEE

Before me, the undersigned, a notary public in and for the State of Oklahoma, personally appeared (SURVEYOR) to me known to be the identical person who executed the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the purpose therein set forth.

WITNESS my hand and seal this ____ day of _____, 2026.

_____
Notary Public

My Commission expires:_____

TREASURER'S CERTIFICATE

I hereby certify that as to all real estate involved in the plat, all taxes have been paid for 2025 as reflected by the current tax roll and that there are no taxes due for prior years, and security has been provided for 2026 taxes not as yet certified to me.

_____
County Treasurer

CERTIFICATE OF COUNTY CLERK

This plat has been filed in the office of the County Clerk, Muskogee County, Oklahoma, this ____ day of _____, 2026. Book _____, Page _____.

_____
County Clerk

APPROVED: City of Muskogee

Date _____

_____
Mayor

_____
City Clerk

FLOOD CERTIFICATION

According to the U.S. Department of Housing & Urban Development Insurance Rate Map, Panel Number 40101C0255F, Effective Date FEBRUARY 4, 2011 The subject property is located in Zone "X", Areas determined to be outside the 0.2% annual chance floodplain.

This plat is approved by the City of Muskogee to have Public Sanitary Sewer and Public Water Systems.

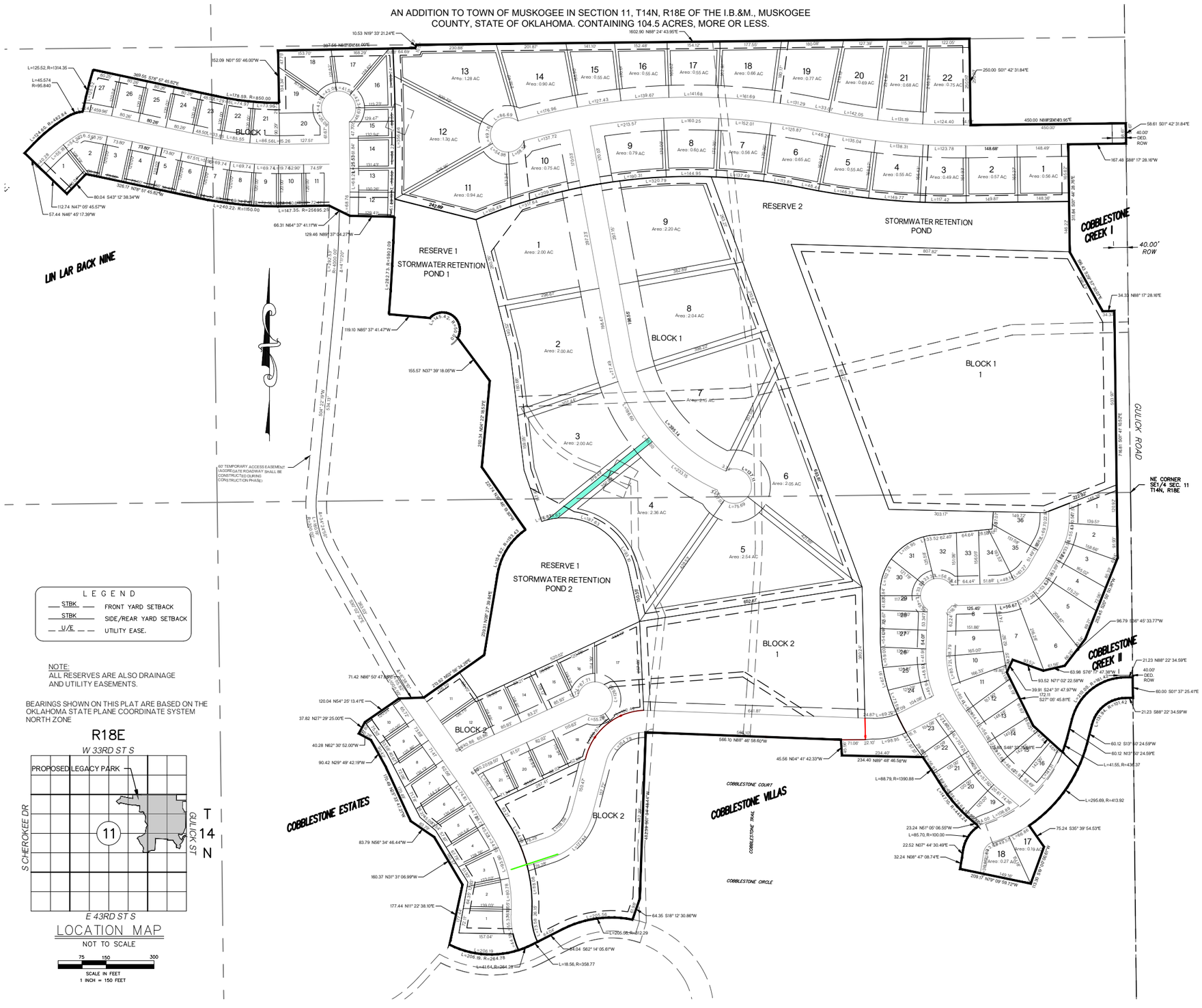
I, John Doe, hereby agree that no transfer of deed or building permits will be transacted until all streets and utility improvements have been completed and accepted by the City of Muskogee or appropriate financial guarantee as required by Section 19-143.d of the Subdivision regulations have been submitted and accepted.

_____
(OWNER NAME HERE)

Holloway, Updike and Bellen, Inc.
818 EAST SIDE BOULEVARD – MUSKOGEE, OKLAHOMA (918) 682-7811
CA 219 EXPIRES 06-2027

FINAL PLAT
of
LEGACY PARK
PLANNED UNIT DEVELOPMENT

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L E G E N D

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COUNTY OF MUSKOGEE

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WITNESS my hand and seal this _____ day of _____, 2026.

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Notary Public

My Commission expires:_____

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DRAFT

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STATE OF OKLAHOMA
COUNTY OF MUSKOGEE

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Date _____

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CA 219 EXPIRES 06-2027

LEGACY PARK
OCTOBER 2026
SHEET 1 OF 2

MUSKOGEE
Planning Department

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

Planning & Community Development Staff Report

City of Muskogee Special Call Planning & Zoning Commission

October 20, 2026 @ 9:00 a.m.

City of Muskogee City Hall, 229 W Okmulgee Ave., 3rd Floor Council Chambers

Consider recommending approval to the City of Muskogee City Council of the Phase I Preliminary and Final Plat for Legacy Park or take other necessary action. (Sarah Winkle)

Planning Department Analysis

- Current Zoning & Use: Previously filed (PUD) Planned Unit Development – Vacant Land
- Proposed Zoning & Use: (PUD) Planned Unit Development – Mixed Use Residential, Multi-Family and Commercial
- Quarter Section, Range, Township: SE11-14-18
- Street Address: E. Smith Ferry Rd. and Gulick Street

Legal Description:
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Muskogee, OK 74401
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North 27°29'25"East, a distance of 37.82 feet; Thence North 54°25'13"East, a distance of 120.04 feet; Thence North 86°50'48"East, a distance of 71.42 feet; Thence North 53°56'34"East, a distance of 126.70 feet; Thence North 53°56'34"East, a distance of 87.22 feet; Thence North 08°27'40"East, a distance of 239.31 feet; Thence along a curve to the right, having a radius of 193.43 feet, a central angle of 45°47'56", and an arc length of 154.62 feet, the chord of said curve bearing North 31°20'40"East a distance of 150.54 feet; Thence North 35°46'20"West, a distance of 221.74 feet; Thence North 04°22'19"East, a distance of 250.34 feet; Thence North 37°39'18"West, a distance of 155.57 feet; Thence along a curve to the left, having a radius of 50.00 feet, a central angle of 166°38'24", and an arc length of 145.42 feet, the chord of said curve bearing North 55°26'18"West a distance of 99.32 feet; Thence North 85°37'41"West, a distance of 119.10 feet; Thence along a curve to the left, having a radius of 5,902.09 feet, a central angle of 02°44'41", and an arc length of 282.73 feet, the chord of said curve bearing North 02°13'15"East a distance of 282.71 feet; Thence North 89°37'04"West, a distance of 129.46 feet; Thence North 64°37'41"West, a distance of 66.31 feet; Thence along a curve to the right, having a radius of 25,695.25 feet, a central angle of 00°19'43", and an arc length of 147.35 feet, the chord of said curve bearing South 88°09'10"West a distance of 147.35 feet; Thence along a curve to the right, having a radius of 1,150.00 feet, a central angle of 11°58'06", and an arc length of 240.22 feet, the chord of said curve bearing North 84°50'49"West a distance of 239.78 feet; Thence North 78°51'46"West, a distance of 326.17 feet; Thence South 43°12'38"West, a distance of 80.04 feet; Thence North 47°05'46"West, a distance of 112.74 feet; Thence North 46°45'17"West, a distance of 57.44 feet; Thence North 43°14'43"East, a distance of 40.30 feet; Thence along a curve to the right, having a radius of 482.84 feet, a central angle of 14°47'07", and an arc length of 124.60 feet, the chord of said curve bearing North 50°38'16"East a distance of 124.25 feet; Thence along a curve to the right, having a radius of 95.84 feet, a central angle of 27°14'43", and an arc length of 45.57 feet, the chord of said curve bearing North 71°12'20"East a distance of 45.15 feet; Thence along a curve to the right, having a radius of 1,314.35 feet, a central angle of 05°28'17", and an arc length of 125.52 feet, the chord of said curve bearing North 12°59'09"East a distance of 125.47 feet; Thence South 78°51'46"East, a distance of 369.55 feet; Thence along a curve to the left, having a radius of 850.00 feet, a central angle of 12°02'18", and an arc length of 178.59 feet, the chord of said curve bearing South 84°52'55"East a distance of 178.27 feet; Thence North 01°55'46"West, a distance of 152.09 feet; Thence North 88°04'14"East, a distance of 332.87 feet; Thence North 88°04'14"East, a distance of 64.69 feet; Thence North 19°33'21"East, a distance of 10.53 feet; Thence North 88°24'44"East, a distance of 880.44 feet; Thence North 88°24'44"East, a distance of 722.46 feet; Thence South 01°42'32"East, a distance of 250.00 feet; Thence North 88°24'44"East, a distance of 450.00 feet, to the POINT OF BEGINNING.

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Said tract contains 4,563,019.70 square feet, or 104.7525 acres, more or less.

Discussion:

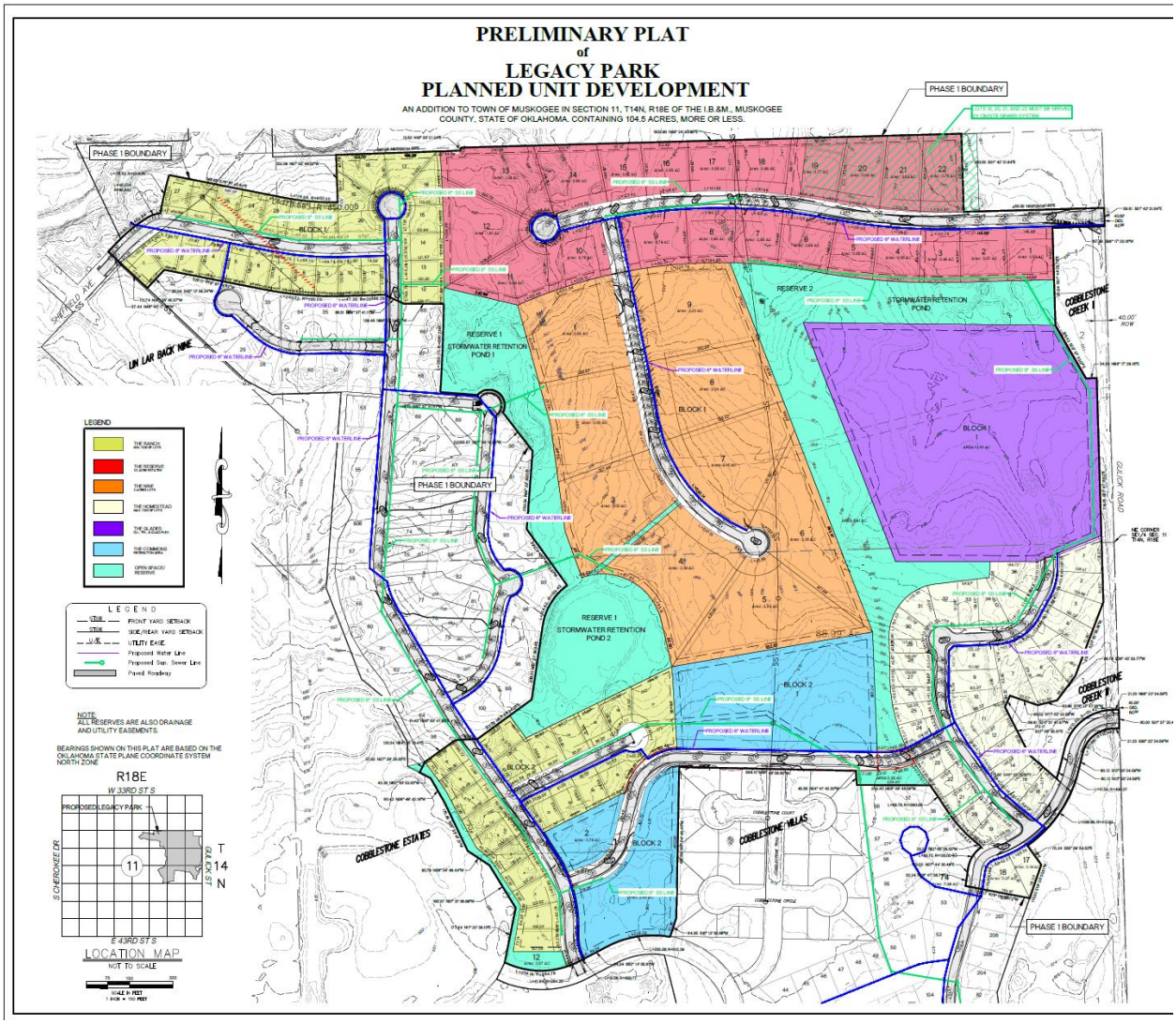
The platting application was submitted by Josh Forrest to plat phase I of the Legacy Park Subdivision with phase I consisting of 104.7525 acres more or less. This Subdivision will allow for a mixed-use development of residential, multi-family and commercial space. The preliminary and final plat were approved with conditions by the Subdivision Review Committee on October 13, 2026. The phase I plat will subdivide the 104.7525-acre tract for this development. The plat complies with the requirements of the subdivision regulations.

Recommendation: Recommend approval to City Council of the Preliminary and Final Plat.

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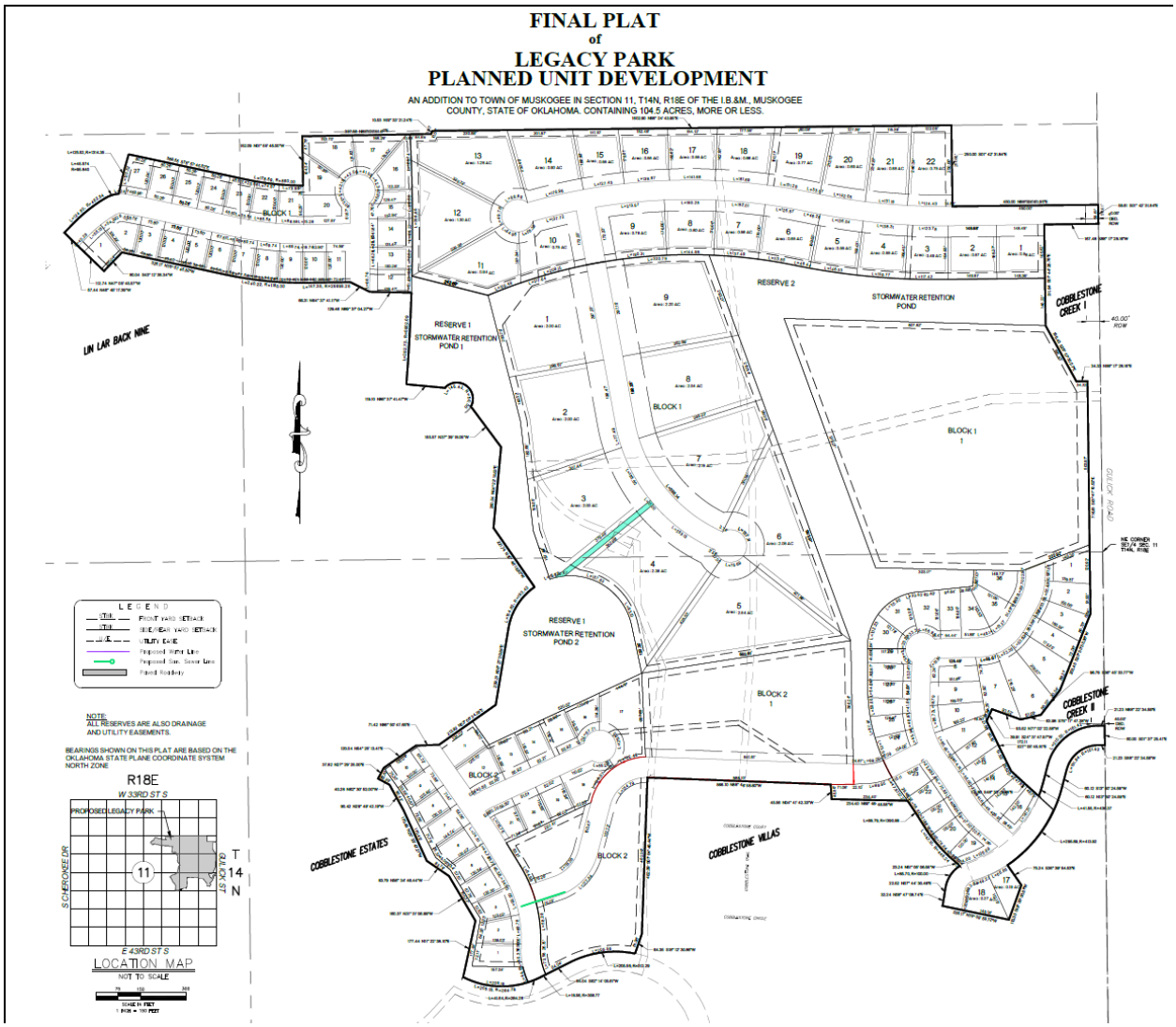
Preliminary Plat of Phase I:



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Final Plat of Phase I:

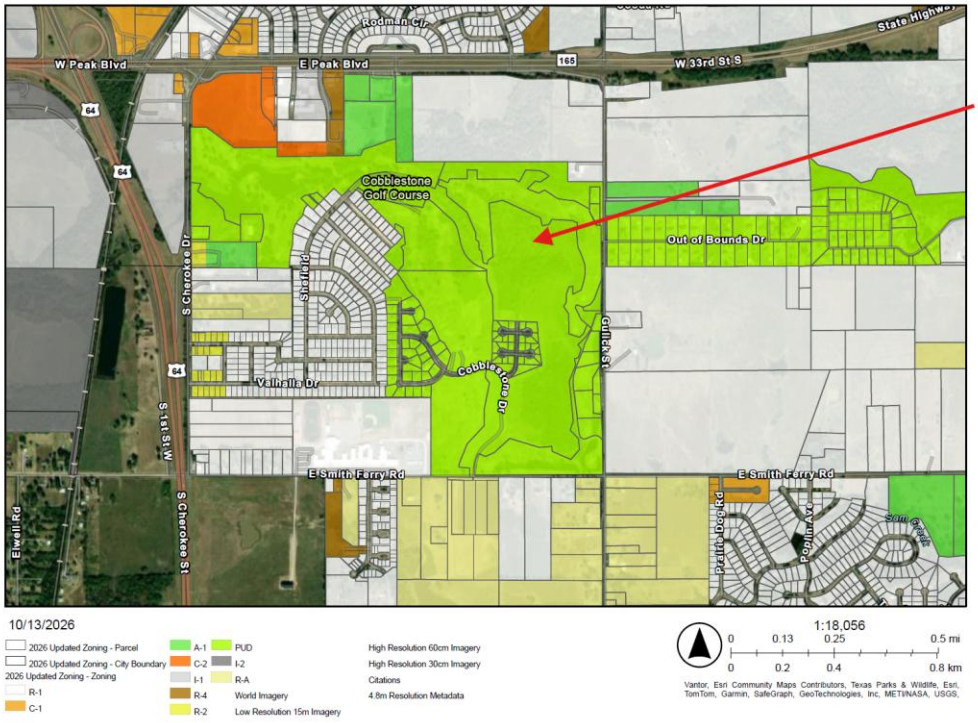


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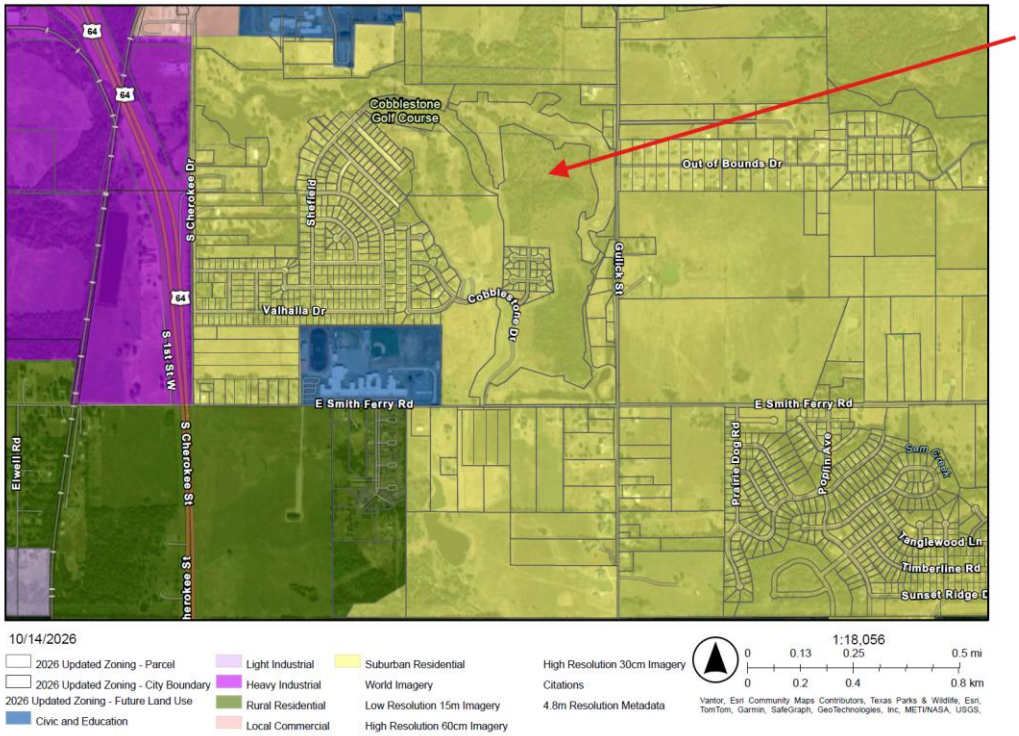
Zoning Map:

Legacy Park Zoning Map

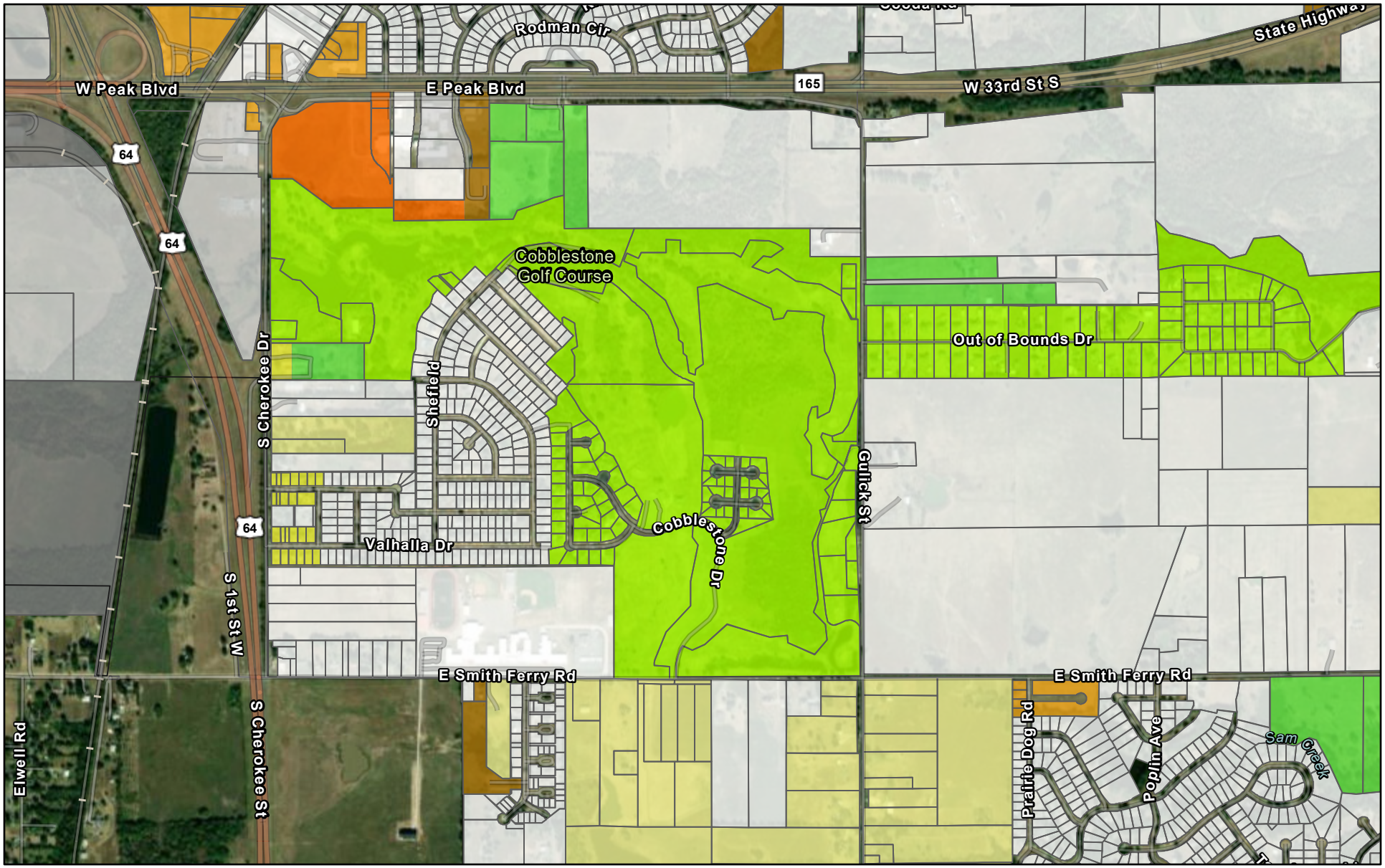


2045 FLUM:

2045 FLUM Legacy Park



Legacy Park Zoning Map



10/13/2026

- 2026 Updated Zoning - Parcel
- 2026 Updated Zoning - City Boundary
- 2026 Updated Zoning - Zoning
  - R-1
  - C-1
  - A-1
  - C-2
  - I-1
  - R-4
  - R-2
  - PUD
  - I-2
  - R-A
- World Imagery
- Low Resolution 15m Imagery
- High Resolution 60cm Imagery
- High Resolution 30cm Imagery
- Citations
- 4.8m Resolution Metadata

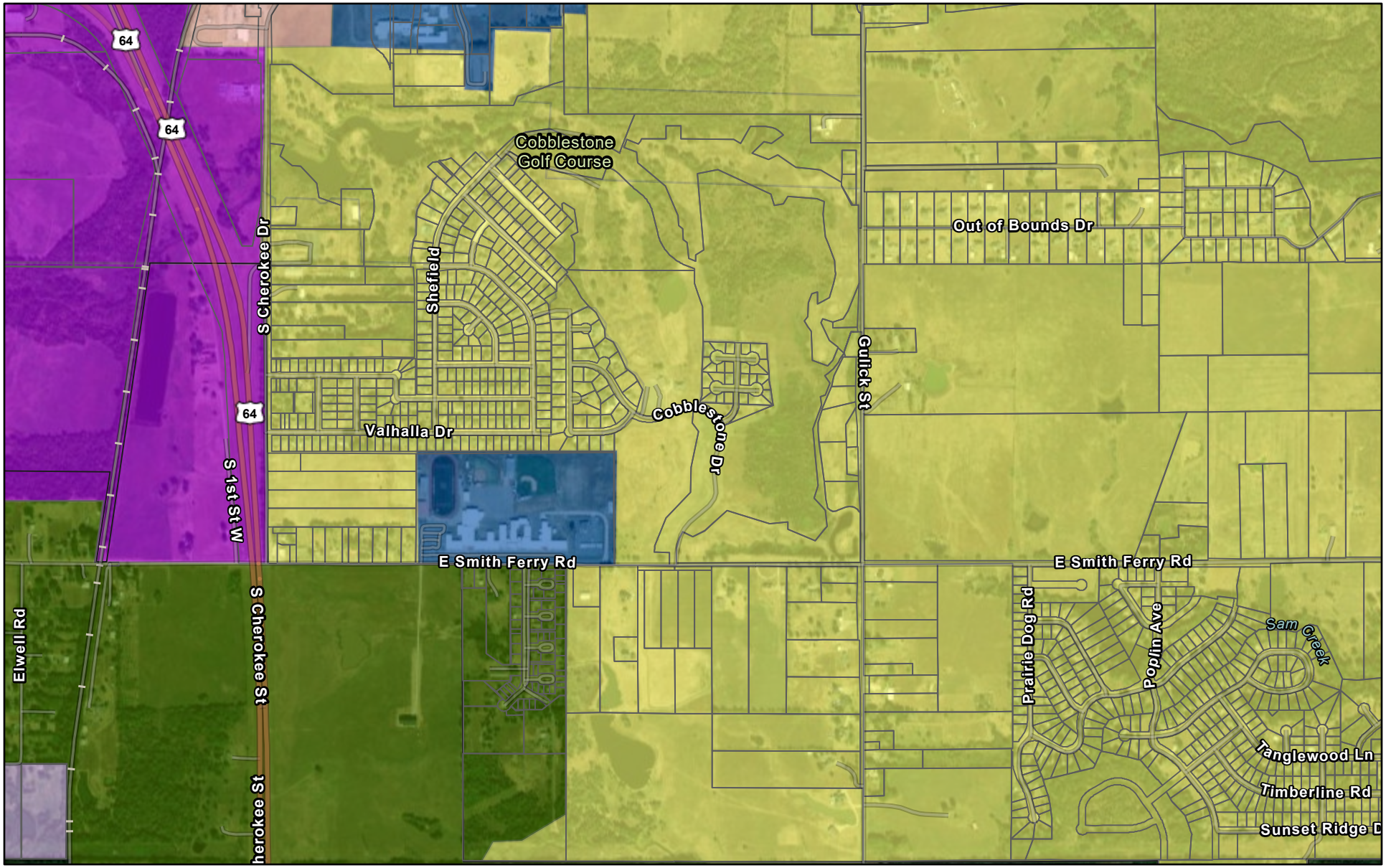
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0 0.13 0.25 0.5 mi

0 0.2 0.4 0.8 km

Vantor, Esri Community Maps Contributors, Texas Parks & Wildlife, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS,

2045 FLUM Legacy Park



10/14/2026

- 2026 Updated Zoning - Parcel
- 2026 Updated Zoning - City Boundary
- 2026 Updated Zoning - Future Land Use
  - Civic and Education
  - Light Industrial
  - Heavy Industrial
  - Rural Residential
  - Local Commercial
  - Suburban Residential
- High Resolution 30cm Imagery
- World Imagery
- Low Resolution 15m Imagery
- High Resolution 60cm Imagery
- Citations
- 4.8m Resolution Metadata

1:18,056

0 0.13 0.25 0.5 mi

0 0.2 0.4 0.8 km

Vantor, Esri Community Maps Contributors, Texas Parks & Wildlife, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS,

Regular City Council **4.**

Meeting Date: 10/26/2026

Initiator: Maxine Slusser, Associate Planner

Information

AGENDA ITEM TITLE:

Consider approval of the Final Plat for 5th Dimension Food and Fuel, Inc., consisting of 18.97 acres more or less, or take other necessary action. (Sarah Winkle)

LEGAL DESCRIPTION:

The East Half of the Northeast Quarter of the Northwest Quarter LESS 1.05 acres for Highway in Section Thirty-three (33), Township Fifteen (15) North, Range Eighteen (18) East of the Indian Base and Meridian, Muskogee County, Oklahoma.

BACKGROUND:

The final plat application was submitted by Mac McLaughlin to plat the 18.97 acres allowing for use and development by 5th Dimension Food and Fuel Inc. The preliminary plat was approved by City Council July 27, 2026. The final plat will subdivide the 18.97 acre tract for development of a truck stop. The final plat went to Subdivision Review Committee on August 18, 2026 @ 10:30 a.m. and was approved with the City. The final plat complies with the requirements of the subdivision regulations.

Planning Department Analysis:

- Current Zoning & Use: (C-1) Local Commercial & (C-2) General Commercial – Vacant Land
- Proposed Zoning & Use: (C-1) Local Commercial & (C-2) General Commercial – Truck Stop
- Quarter Section, Range, Township: 33; 18E; 15N
- Street Address: 1305 S 32nd Street, Muskogee, Oklahoma 74401

RECOMMENDED STAFF ACTION:

Approve the Final Plat.

Fiscal Impact

Attachments

Plat

Staff Report

FINAL PLAT

5th DIMENSION MUSKOGEE

A SUBDIVISION IN THE CITY OF MUSKOGEE, MUSKOGEE COUNTY, OKLAHOMA
PART OF NE/4 SECTION 33, T-15-N, R-18-E, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF

CERTIFICATE OF OWNERSHIP

IN WITNESS WHEREOF, _____, BEING THE SOLE OWNER OF THE SUBDIVISION, HEREBY APPROVES THE FOLLOWING DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ON THIS _____ DAY OF _____, 2026.

_____
NAME / COMPANY

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____, 2026. GIVEN UNDER MY HAND AND SEAL THE DAY AND YEAR LAST WRITTEN.

NOTARY PUBLIC: _____

MY COMMISSION EXPIRES: _____

CERTIFICATE OF SURVEY

I, TROY DEE, A REGISTERED LAND SURVEYOR IN THE STATE OF OKLAHOMA, HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED AND PLATTED THE TRACT OF LAND DESCRIBED ABOVE, AND THAT SAID PLAT DESIGNATED HEREIN AS THE FINAL PLAT OF "ESTATES of TEAL RIDGE", A SUBDIVISION IN THE CITY OF SAND SPRINGS, TULSA COUNTY, STATE OF OKLAHOMA, IS A TRUE AND CORRECT REPRESENTATION OF SAID SURVEY.

WITNESS MY HAND AND SEAL THIS _____DAY OF _____, 2026.

_____
TROY DEE
REGISTERED PROFESSIONAL LAND SURVEYOR
OKLAHOMA NO. 7263

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____, 2026. GIVEN UNDER MY HAND AND SEAL THE DAY AND YEAR LAST WRITTEN.

NOTARY PUBLIC: _____

MY COMMISSION EXPIRES: _____

CERTIFICATE OF MUSKOGEE COUNTY TREASURER

I HEREBY CERTIFY THAT AS TO ALL REAL ESTATE INVOLVED IN THE PLAT, ALL TAXES HAVE BEEN PAID FOR _____ AS REFLECTED BY THE CURRENT TAX ROLL AND THAT THERE ARE NO TAXES DUE FOR PRIOR YEARS, AND SECURITY HAS BEEN PROVIDED FOR _____ TAXES NOT AS YET CERTIFIED TO ME.

_____
MUSKOGEE COUNTY TREASURER

CERTIFICATE OF MUSKOGEE COUNTY CLERK

THIS PLAT HAS BEEN FILED IN THE OFFICE OF THE COUNTY CLERK, MUSKOGEE COUNTY, OKLAHOMA, THIS _____ DAY OF _____, 2026. BOOK _____, PAGE _____.

_____
MUSKOGEE COUNTY CLERK

APPROVED: CITY OF MUSKOGEE
DATE: _____

CITY OF MUSKOGEE APPROVAL

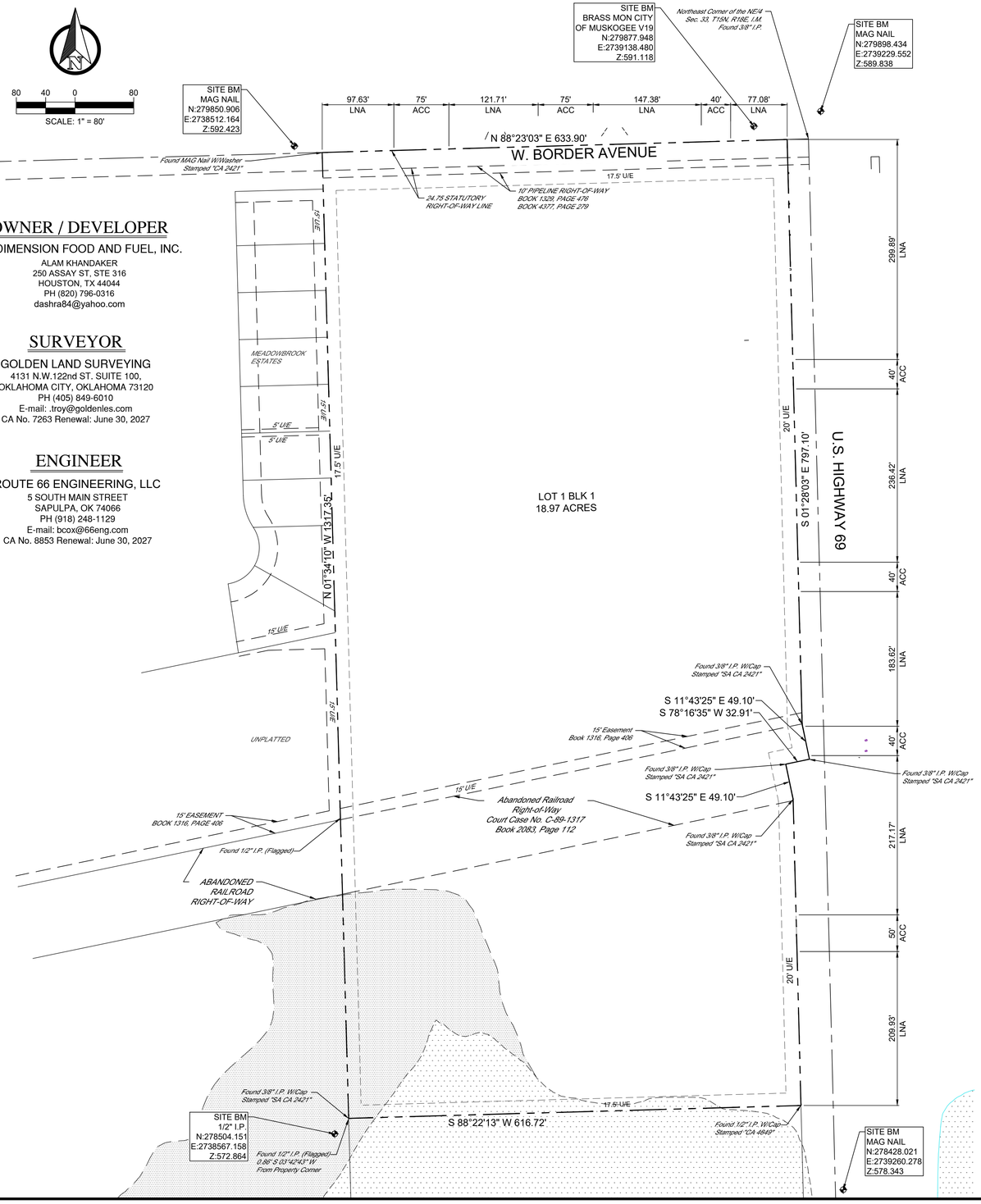
I HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE MUSKOGEE CITY COUNCIL ON THE _____ DAY OF _____, 2026.

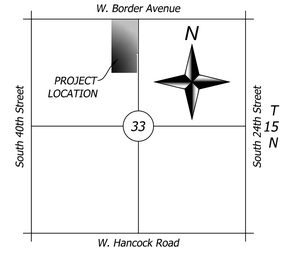
_____ _____ ATTEST: _____
MAYOR CITY CLERK

ASSURANCE STATEMENT

WE, _____, OWNERS, DEVELOPERS, SUCCESSORS, OR ASSIGNEE HEREBY AGREE THAT NO TRANSFER OF DEEDS OR BUILDING PERMITS WILL BE TRANSACTED UNTIL ALL STREET AND UTILITY IMPROVEMENTS HAVE BEEN COMPLETED AND ACCEPTED BY THE CITY, OR APPROPRIATE FINANCIAL GUARANTEES AS REQUIRED BY THE SUBDIVISION REGULATIONS.

_____
NAME / COMPANY





LEGEND

- PROPERTY LINE
- LOT LINE
- EASEMENT LINE
- SECTION LINE
- = ZONE AE 1.0% CHANCE OF FLOOD
- = ZONE SHADED "X" 0.2% CHANCE OF FLOOD

ACC	=	LIMITS OF ACCESS
LNA	=	LIMITS OF NO ACCESS
U/E	=	UTILITY EASEMENT
B/L	=	BUILDING SETBACK LINE
R/W	=	RIGHT-OF-WAY
SF	=	SQUARE FEET
F.I.P.	=	FOUND IRON PIN
TCE	=	TEMPORARY CONSTRUCTION EASEMENT

SUBDIVISION STATISTICS

SUBDIVISION CONTAINS ONE (1) LOT IN ONE (1) BLOCK.

GROSS SUBDIVISION AREA: 826,525.27 SF / 18.97 ACRES

ADDRESSES

ADDRESSES LISTED ARE AS PROVIDED AND, TO THE KNOWLEDGE OF THE SURVEYOR, CORRECT AT THE TIME OF PLATTING. ADDRESSES SHOULD NEVER BE RELIED UPON IN PLACE OF LEGAL DESCRIPTION.

BASIS OF BEARINGS

BEARINGS ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM (3501 OK N), NORTH AMERICAN DATUM 1983 (NAD83), USING THE NORTH LINE OF SECTION 33, TOWNSHIP 15 NORTH, RANGE 18 EAST N 88°23'52" E.

MONUMENTATION

ALL MONUMENTS SET ARE CAPPED 1/2" IRON PINS OR MAG NAILS WITH WASHERS BOTH BEING STAMPED "GOLDEN CA 7623, OR OTHERWISE NOTED

ZONING REQUIREMENTS

C-2 — LOCAL COMMERCIAL:

- MAX LOT COVERAGE: 40%
- FRONT SETBACK: 25 FEET
- REAR SETBACK: 20 FEET
- MAXIMUM BUILDING HEIGHT: 115FEET 10-1/2 STORIES

FLOODPLAIN DATA

EXAMINED A MAP BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP, MUSKOGEE COUNTY, OKLAHOMA AND INCORPORATED AREAS, COMMUNITY PANEL NO, 40101C0235F - 02/04/2011, LOCATED WITHIN AN AREA HAVING A ZONE DESIGNATION X (SHADED) & AE BY FEMA.

FINAL PLAT

5th DIMENSION MUSKOGEE

A SUBDIVISION IN THE CITY OF MUSKOGEE, MUSKOGEE COUNTY, OKLAHOMA
PART OF NE/4 SECTION 33, T-15-N, R-18-E, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF

DEED OF DEDICATION

KNOW ALL ME BY THESE PRESENTS:
THAT 5th DIMENSION FOOD AND FUEL, AN OKLAHOMA CORPORATION, HEREINAFTER REFERRED TO AS DEVELOPER, IS THE OWNER OF THE REAL PROPERTY SITUATED IN MUSKOGEE COUNTY, STATE OF OKLAHOMA, DESCRIBED AS FOLLOWS:

THE EAST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER LESS 1.05 ACRES FOR HIGHWAY IN SECTION THIRTY-THREE (33), TOWNSHIP FIFTEEN (15) NORTH, RANGE EIGHTEEN (18) EAST OF THE INDIAN BASE AND MERIDIAN, MUSKOGEE COUNTY, OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
CONTAINING 826,525.27 SQ. FT. OR 18.9744 ACRES, MORE OR LESS.

THE DEVELOPER HAS CAUSED THE SAME TO BE ENGINEERED, SURVEYED, STAKED AND PLATTED INTO LOTS, BLOCKS AND PARCELS IN CONFORMITY TO THE ACCOMPANYING PLAT AND SURVEY THEREOF, WHICH IS HEREBY ADOPTED AS THE PLAT OF THE ABOVE DESCRIBED LAND, UNDER THE NAME OF "5th DIMENSION MUSKOGEE", AN ADDITION TO MUSKOGEE COUNTY, STATE OF OKLAHOMA ("THE SUBDIVISION").

NOW THEREFORE FOR THE PURPOSE OF PROVIDING FOR THE ORDERLY DEVELOPMENT OF THE SUBDIVISION AND FOR THE PURPOSE OF PROVIDING FOR ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF THE DEVELOPER, ITS SUCCESSORS, GRANTEES AND ASSIGNS, THE DEVELOPER DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS WHICH SHALL BE COVENANTS RUNNING WITH THE LAND AND WHICH SHALL BE ENFORCEABLE BY THE DEVELOPER AND THE BENEFICIARIES OF THE COVENANTS SET FORTH BELOW AS TO SUCH RESTRICTIONS.

SECTION I: EASEMENTS AND UTILITIES

1.1. GENERAL UTILITY EASEMENTS. THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC THE UTILITY EASEMENTS DESIGNATED AS "U/E" OR "UTILITY EASEMENT", FOR THE PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING, AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM SEWERS, SANITARY SEWERS, TELEPHONE AND COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, WATER LINES AND CABLE TELEVISION LINES, TOGETHER WITH ALL FITTINGS, INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS, AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND ANY OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID, PROVIDED HOWEVER, THE OWNER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RE-LAY WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING AND RELAYING OVER, ACROSS AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICES TO THE AREA INCLUDED IN THE PLAT. THE OWNER HEREIN IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON THE LOT OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF MUSKOGEE, MUSKOGEE COUNTY, OKLAHOMA, AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE, THAT WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT NO BUILDING, STRUCTURE OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION THAT INTERFERES WITH THE ABOVE SET FORTH USES AND PURPOSES OF AN EASEMENT SHALL BE PLACED, ERECTED, INSTALLED OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, LANDSCAPING AND CUSTOMARY SCREENING FENCES AND WALLS THAT DO NOT CONSTITUTE AN OBSTRUCTION.

1.2. UNDERGROUND SERVICE.

A. OVERHEAD POLES FOR THE SUPPLY OF ELECTRIC AND COMMUNICATION SERVICE MAY BE LOCATED IN THE PERIMETER UTILITY EASEMENT AND IN THE PERIMETER RIGHTS-OF-WAY OF THE SUBDIVISION. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY OVERHEAD OR UNDERGROUND CABLE, AND ELSEWHERE THROUGHOUT THE SUBDIVISION, ALL SUPPLY LINES INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN EASEMENTS DEDICATED FOR GENERAL UTILITY SERVICES AND IN THE RIGHTS-OF-WAY OF THE PUBLIC STREETS AS DEPICTED UPON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE GENERAL UTILITY EASEMENTS.

B. UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE LOCATED ON ALL LOTS IN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON EACH SAID LOT, PROVIDED THAT UPON THE INSTALLATION OF SUCH A SERVICE CABLE OR GAS SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT AND EFFECTIVE EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE, EXTENDING FROM THE SERVICE PEDESTAL, TRANSFORMER OR GAS MAIN TO THE SERVICE ENTRANCE ON THE STRUCTURE OR A POINT OF METERING.

C. THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICES, THROUGH ITS AUTHORIZED AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL SUCH EASEMENTS SHOWN ON THE PLAT OF THE SUBDIVISION OR PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE FACILITIES SO INSTALLED BY IT. THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION ALSO RESERVES THE PERPETUAL RIGHT, PRIVILEGE AND AUTHORITY TO CUT DOWN, TRIM, OR TREAT ANY TREES AND UNDERGROWTH ON SAID EASEMENT.

D. THE OWNER OF THE LOT IN THE SUBDIVISION SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND ELECTRIC FACILITIES LOCATED ON THE OWNER'S PROPERTY AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES. THE SUPPLIER OF SERVICE WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER OF THE LOT IN THE SUBDIVISION WILL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR THEIR AGENTS OR CONTRACTORS. THE FOREGOING COVENANTS CONCERNING UNDERGROUND FACILITIES SHALL BE ENFORCEABLE BY THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION, OR GAS SERVICES.

E. THE FOREGOING COVENANTS CONCERNING UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION, INTERNET OR GAS LINES SHALL BE ENFORCEABLE BY THE SUPPLIER OF SAID SERVICE, AND THE OWNER OF EACH LOT AGREES TO BE BOUND THEREBY.

1.1. WATER MAINS, SANITARY SEWERS, AND STORM SEWER SERVICES.

A. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS IN THIS ADDITION.

B. WITHIN THE UTILITY EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GROUND ELEVATIONS FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN, OR STORM SEWER MAIN, OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS, SHALL BE PROHIBITED.

C. THE CITY OF MUSKOGEE, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWER MAINS, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, THEIR AGENTS OR CONTRACTORS.

D. THE CITY OF MUSKOGEE, OKLAHOMA, OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, OR OTHERWISE PROVIDED FOR IN THE DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF UNDERGROUND WATER, SANITARY SEWER OR STORM SEWER FACILITIES.

E. FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY THE CITY OF MUSKOGEE, OKLAHOMA, OR ITS SUCCESSORS, AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

1.1. SURFACE DRAINAGE. EACH LOT DEPICTED ON THE PLAT, SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM STREETS AND EASEMENTS. NO LOT OWNER(S) SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS ANY LOT. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER.

SECTION II: ENFORCEMENT, DURATION, AMENDMENT, AND SEVERABILITY

3.1. ENFORCEMENT. THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNER, ITS SUCCESSORS AND ASSIGNS. WITHIN THE PROVISIONS OF SECTION I. EASEMENTS AND UTILITIES ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO. IF THE UNDERSIGNED OWNER OR ITS SUCCESSORS OR ASSIGNS SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTION I, IT SHALL BE LAWFUL FOR ANY PERSON OR PERSONS OWNING ANY LOT SITUATED WITHIN THE SUBDIVISION, OR THE CITY OF MUSKOGEE, OKLAHOMA, OR ITS SUCCESSOR, TO MAINTAIN ANY ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, TO PREVENT HIM OR THEM FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT OR TO RECOVER DAMAGES.

3.2. DURATION. THESE RESTRICTIONS, TO THE EXTENT PERMITTED BY APPLICABLE LAW, SHALL BE PERPETUAL AND SHALL BE IN FORCE AND EFFECT FOR A TERM OF NOT LESS THAN THIRTY (30) YEARS FROM THE DATE OF THE RECORDING OF THIS DEED OF DEDICATION UNLESS TERMINATED OR AMENDED AS HEREINAFTER PROVIDED.

3.3. AMENDMENT. THE COVENANTS CONTAINED WITHIN SECTION I. EASEMENTS AND UTILITIES, MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE CITY OF MUSKOGEE PLANNING COMMISSION, OR ITS SUCCESSORS WITH THE APPROVAL OF THE CITY OF MUSKOGEE, MUSKOGEE COUNTY, OKLAHOMA.

3.4. SEVERABILITY. INVALIDATION OF ANY RESTRICTION SET FORTH HEREIN OR ANY PART THEREOF, BY AN ORDER, JUDGMENT, OR DECREE OF ANY COURT, OR OTHERWISE, SHALL NOT INVALIDATE OR AFFECT ANY OF THE OTHER RESTRICTIONS OR ANY PART THEREOF AS SET FORTH HEREIN, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

MUSKOGEE
Planning Department

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

Planning & Community Development Staff Report

City of Muskogee Planning & Zoning Commission

October 6, 2026 @ 9:00 a.m.

City of Muskogee City Hall, 229 W Okmulgee Ave., 3rd Floor Council Chambers

Consider recommending approval to the City of Muskogee City Council of the Final Plat for 5th Dimension Food and Fuel Inc., consisting of 18.97 acres more or less, or take other necessary action. (Sarah Winkle)

Planning Department Analysis

- Current Zoning & Use: (C-1) Local Commercial & (C-2) General Commercial – Vacant Land
- Proposed Zoning & Use: (C-1) Local Commercial & (C-2) General Commercial – Truck Stop
- Quarter Section, Range, Township: 33; 18E; 15N
- Street Address: 1305 S 32nd Street, Muskogee, Oklahoma 74401

Legal Description:

The East Half of the Northeast Quarter of the Northwest Quarter LESS 1.05 acres for Highway in Section Thirty-three (33), Township Fifteen (15) North, Range Eighteen (18) East of the Indian Base and Meridian, Muskogee County, Oklahoma.

Discussion:

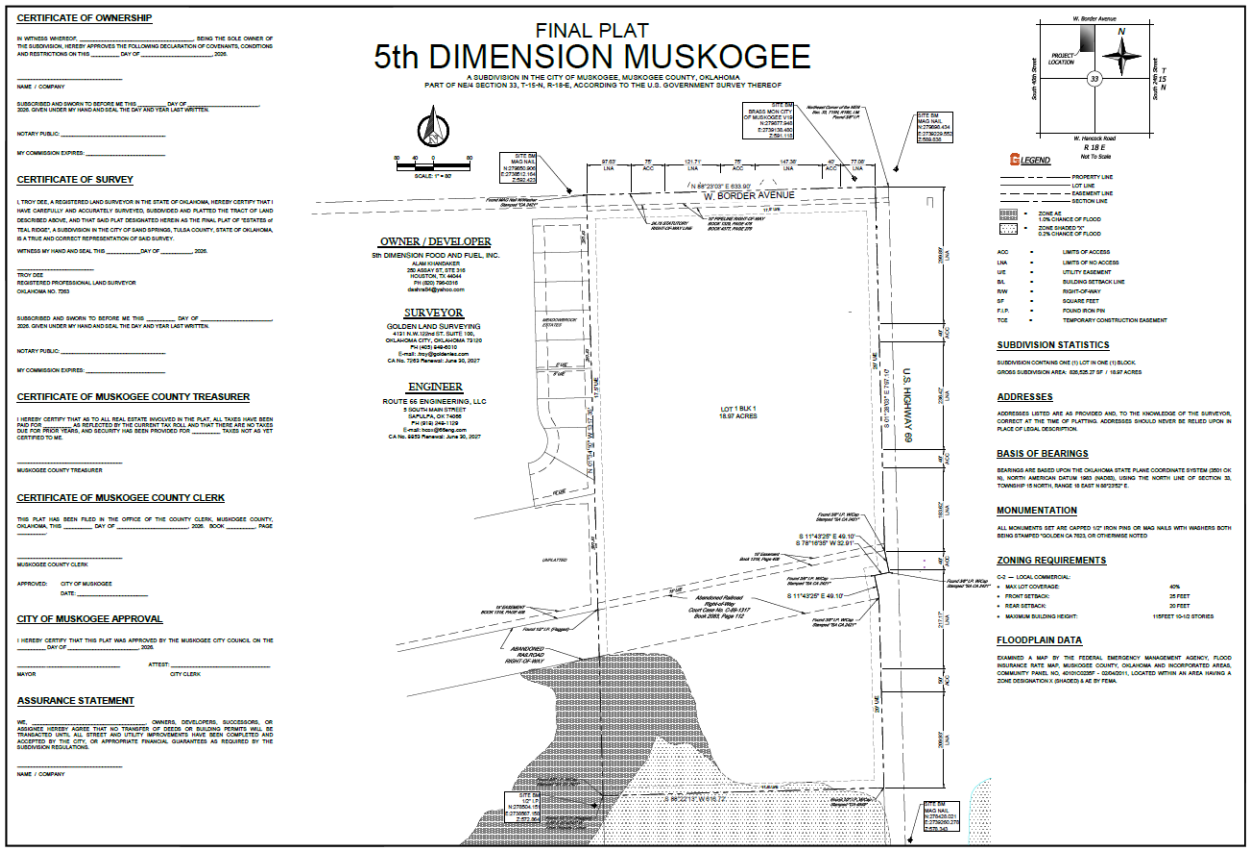
The final plat application was submitted by Mac McLaughlin to plat the 18.97 acres allowing for use and development by 5th Dimension Food and Fuel Inc. The preliminary plat was approved by City Council July 27, 2026. The final plat will subdivide the 18.97 acre tract for development of a truck stop. The final plat went to Subdivision Review Committee on August 18, 2026 @ 10:30 a.m. and was approved with the City. The final plat complies with the requirements of the subdivision regulations.

Recommendation: Recommend approval to City Council of the Final Plat.

MUSKOGEE
Planning Department

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

Final Plat of the property:



CERTIFICATE OF OWNERSHIP

IN WITNESS WHEREOF, _____ BEING THE SOLE OWNER OF THE SUBDIVISION, HEREBY APPROVES THE FOLLOWING DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ON THIS _____ DAY OF _____, 2026.

_____
NAME / COMPANY

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____, 2026. GIVEN UNDER MY HAND AND SEAL THE DAY AND YEAR LAST WRITTEN.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

CERTIFICATE OF SURVEY

I, TROY DEE, A REGISTERED LAND SURVEYOR IN THE STATE OF OKLAHOMA, HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED AND PLATTED THE TRACT OF LAND DESCRIBED ABOVE, AND THAT SAID PLAT DESIGNATED HEREIN AS THE FINAL PLAT OF "ESTATES of TEAL RIDGE", A SUBDIVISION IN THE CITY OF SAND SPRINGS, TULSA COUNTY, STATE OF OKLAHOMA, IS A TRUE AND CORRECT REPRESENTATION OF SAID SURVEY.

WITNESS MY HAND AND SEAL THIS _____ DAY OF _____, 2026.

_____
TROY DEE
REGISTERED PROFESSIONAL LAND SURVEYOR
OKLAHOMA NO. 1583

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____, 2026. GIVEN UNDER MY HAND AND SEAL THE DAY AND YEAR LAST WRITTEN.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

CERTIFICATE OF MUSKOGEE COUNTY TREASURER

I HEREBY CERTIFY THAT AS TO ALL REAL ESTATE INVOLVED IN THE PLAT, ALL TAXES HAVE BEEN PAID FOR _____, AS REFLECTED BY THE CURRENT TAX ROLL AND THAT THERE ARE NO TAXES DUE FOR PRIOR YEARS, AND SECURITY HAS BEEN PROVIDED FOR _____ TAXES NOT AS YET CERTIFIED TO ME.

_____
MUSKOGEE COUNTY TREASURER

CERTIFICATE OF MUSKOGEE COUNTY CLERK

THIS PLAT HAS BEEN FILED IN THE OFFICE OF THE COUNTY CLERK, MUSKOGEE COUNTY, OKLAHOMA, THIS _____ DAY OF _____, 2026. BOOK _____ PAGE _____

_____
MUSKOGEE COUNTY CLERK

APPROVED: CITY OF MUSKOGEE
DATE: _____

CITY OF MUSKOGEE APPROVAL

I HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE MUSKOGEE CITY COUNCIL ON THE _____ DAY OF _____, 2026.

_____ ATTEST: _____
MAYOR CITY CLERK

ASSURANCE STATEMENT

WE, _____ OWNERS, DEVELOPERS, SUCCESSORS, OR ASSIGNEE, HEREBY AGREE THAT NO TRANSFER OF DEEDS OR BUILDING PERMITS WILL BE TRANSACTED UNTIL ALL STREET AND UTILITY IMPROVEMENTS HAVE BEEN COMPLETED AND ACCEPTED BY THE CITY, OR APPROPRIATE FINANCIAL GUARANTEES AS REQUIRED BY THE SUBDIVISION REGULATIONS.

_____
NAME / COMPANY

FINAL PLAT
5th DIMENSION MUSKOGEE
A SUBDIVISION IN THE CITY OF MUSKOGEE, MUSKOGEE COUNTY, OKLAHOMA
PART OF NE¼ SECTION 33, T-15-N, R-18-E, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF

W. BORDER AVENUE

OWNER / DEVELOPER
5th DIMENSION FOOD AND FUEL, INC.
ALAN WAMEMUKER
250 ASSAY ST, STE 310
HOUSTON, TX 44044
PH (920) 796-0316
dwalmeh@yahoo.com

SURVEYOR
GOLDEN LAND SURVEYING
4181 N.W. 122nd ST. SUITE 100,
OKLAHOMA CITY, OKLAHOMA 73120
PH (405) 348-6010
E-mail: troy@goldenlsa.com
CA No. 7283 Renewal: June 30, 2027

ENGINEER
ROUTE 66 ENGINEERING, LLC
5 SOUTH MAIN STREET
SAPULPA, OK 74066
PH (918) 248-1129
E-mail: tracy@r66eng.com
CA No. 6650 Renewal: June 30, 2027

LOT 1 BLK 1
16.97 ACRES

U.S. HIGHWAY 69

LEGEND
PROPERTY LINE
LOT LINE
EASEMENT LINE
SECTION LINE
ZONE AE
1.2% CHANCE OF FLOOD
ZONE SHADED "X"
0.2% CHANCE OF FLOOD

ACC = LIMITS OF ACCESS
LNA = LIMITS OF NO ACCESS
UE = UTILITY EASEMENT
BSL = BUILDING SETBACK LINE
R/W = RIGHT-OF-WAY
SF = SQUARE FEET
F.I.R. = FOUND IRON PIN
TCE = TEMPORARY CONSTRUCTION EASEMENT

SUBDIVISION STATISTICS
SUBDIVISION CONTAINS ONE (1) LOT IN ONE (1) BLOCK.
GROSS SUBDIVISION AREA: 738,525.27 SF / 16.97 ACRES

ADDRESSES
ADDRESSES LISTED ARE AS PROVIDED AND, TO THE KNOWLEDGE OF THE SURVEYOR, CORRECT AT THE TIME OF PLATTING. ADDRESSES SHOULD NEVER BE RELIED UPON IN PLACE OF LEGAL DESCRIPTION.

BASIS OF BEARINGS
BEARINGS ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM (3501 OK NL NORTH AMERICAN DATUM 1983 (NAD83), USING THE NORTH LINE OF SECTION 33, TOWNSHIP 15 NORTH, RANGE 18 EAST N 90°23'50" E.

MONUMENTATION
ALL MONUMENTS SET ARE CAPPED 1/2" IRON PINS OR MAG NAILS WITH WASHERS BOTH BEING STAMPED "GOLDEN CA 7633, OR OTHERWISE NOTED

ZONING REQUIREMENTS
CG — LOCAL COMMERCIAL:
- MAX LOT COVERAGE: 40%
- FRONT SETBACK: 25 FEET
- REAR SETBACK: 20 FEET
- MAXIMUM BUILDING HEIGHT: 115FEET 10-1/2 STORIES

FLOODPLAIN DATA
EXAMINED A MAP BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP, MUSKOGEE COUNTY, OKLAHOMA AND INCORPORATED AREAS, COMMUNITY PANEL NO. 40101C0225F – 02/04/2011, LOCATED WITHIN AN AREA HAVING A ZONE DESIGNATION X (SHADED) & AE BY FEMA.

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

Pictures of the property:





MUSKOGEE
Planning Department

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

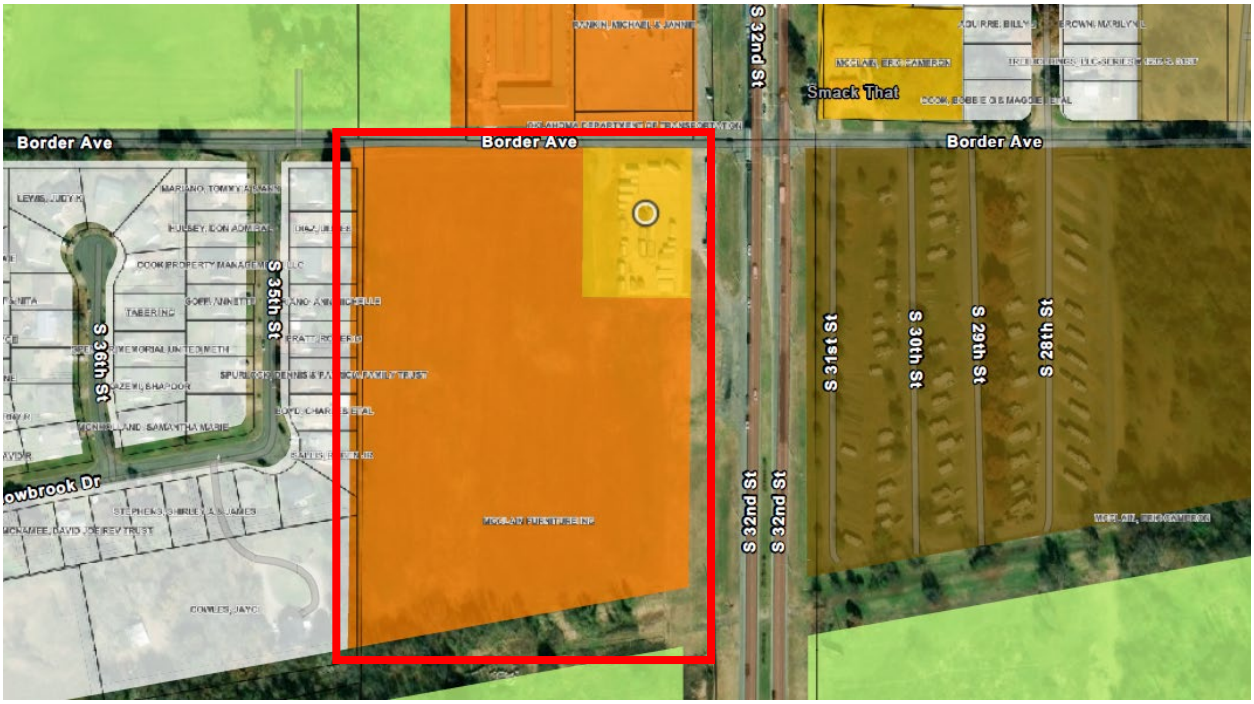




229 W. Okmulgee
Muskogee, OK 74401
(918) 684-6232



Zoning Map:



Regular City Council **5.**

Meeting Date: 10/26/2026
Submitted For: Rick Ewing, Parks & Recreation
Initiator: Brooke Hall, Assistant Director of Parks and Recreation
Department: Parks & Recreation
Staff Information Source:

Information

AGENDA ITEM TITLE:

Consider approval of Ordinance No. 4322-A amending the City of Muskogee Code of Ordinances Chapter 38, Article IV, Smoking and Use of Tobacco in Public Places, Section 38-98, Definitions; Section 38-99, Possession of Lighted Tobacco in Certain Places Prohibited, exceptions; providing for Repealer, Severability, and Declaring an Emergency, or take other necessary action. (Rick Ewing)

BACKGROUND:

The amendments to the existing ordinance related to smoking, vaping, use of tobacco and marijuana products continue the City's effort of providing healthy and safe public spaces to citizens. This ordinance update follows guidance provided by the Tobacco Settlement Endowment Trust and allows the City the opportunity to apply for the OK TSET grant funding to include the Healthy Incentive Grant and Built Environment Grant.

RECOMMENDED ACTION:

Recommend approval.

Fiscal Impact

Attachments

Ord No. 4322

ORDINANCE NO. 4322-A

AN ORDINANCE AMENDING THE CITY OF MUSKOGEE CODE OF ORDINANCES IN CHAPTER 38, ARTICLE IV, SMOKING AND USE OF TOBACCO IN PUBLIC PLACES, SECTION 38-98, DEFINITIONS; SECTION 38-99, POSSESSION OF LIGHTED TOBACCO IN CERTAIN PLACES PROHIBITED, EXCEPTIONS; PROVIDING FOR REPEALER, SEVERABILITY AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MUSKOGEE, OKLAHOMA AS FOLLOWS:

AN AMENDED ORDINANCE:

Section 1. Chapter 38, Environment, Article IV, Smoking and Use of Tobacco in Public Places is hereby amended as follows:

Section 38-98 – Definitions

City Property means all buildings, Indoor Areas, and Outdoor Areas, including but not limited to recreational areas, and other property, or portions thereof, owned or operated by the City, including but not limited to vehicles and equipment owned by the City of Muskogee.

Educational facility means a building owned, leased or under the control of a public or private school system, college or university.

Health facility means an entity which provides health services, including, but not limited to, hospitals, nursing homes, long-term care facilities, kidney disease treatment centers, health maintenance organizations and ambulatory treatment centers.

Indoor Area means any enclosed area used or visited by employees or the public, at all times, regardless of whether work is being performed. Indoor Area includes work areas, employee lounges, restrooms, conference rooms, classrooms, employee cafeterias, hallways, any other spaces used or visited by employees, as well as all space between a floor and ceiling that is predominantly or totally enclosed by walls or windows, regardless of doors, doorways, open or closed windows, stairways, or the like.

Indoor workplace means any indoor place of employment or employment-type service for or at the request of another individual or individuals, or any public or private entity, whether part-time or full-time and whether for compensation or not. Such services shall include, without limitation, any service performed by an owner, employee, independent contractor, agent, partner, proprietor, manager, officer, director, apprentice, trainee, associate, servant or volunteer. An indoor workplace includes work areas, employee lounges, restrooms, conference rooms, classrooms, employee cafeterias, hallways, any other spaces used or visited by employees, and all space between a floor and ceiling that is predominantly or totally enclosed by walls or windows, regardless of doors,

doorways, open or closed windows, stairways, or the like. The provisions of this section shall apply to such indoor workplace at any given time, whether or not work is being performed.

Meeting means a meeting as defined in the Oklahoma Open Meeting Act.

Outdoor Area means any area that is not an Indoor Area and includes outdoor recreational areas.

Public body means a public body as defined in the Oklahoma Open Meeting Act.

Public park means all areas of a parcel of land which is owned or leased by the City of Muskogee and used for recreational activities, including parking lots related thereto, walking and bicycle trails, golf courses, ball fields, skate parks and all other fields and facilities to which the general public have been granted the right of access.

Public place means any enclosed indoor area where individuals other than employees are invited or permitted.

Restaurant means any eating establishment regardless of seating capacity.

Smoke or Smoking means the carrying by a person of a lighted cigar, cigarette, pipe or other lighted smoking device. For the purposes of this Article only, “Smoke” or “Smoking” shall also mean use of a vapor product.

Stand-alone bar, stand-alone tavern and cigar bar mean an establishment that derives more than 60 percent of its gross receipts, subject to verification by competent authority, from the sale of alcoholic beverages and low-point beer and no person under 21 years of age is admitted, except for members of a musical band employed or hired as provided in 37 O.S. § 537(8)(2) and that is not located within, and does not share any common entryway or common indoor area with, any other enclosed indoor workplace, including a restaurant.

Tobacco products mean-any product that contains tobacco and is intended for human consumption. Tobacco Product does not include any product approved by the United States Food and Drug Administration for sale as a tobacco cessation product.

Vapor products shall mean noncombustible products, that may or may not contain nicotine or marijuana, that employ a mechanical heating element, battery, electronic circuit, or other mechanism, regardless of shape or size, that can be used to produce a vapor in a solution or other form. "Vapor products" shall include any vapor cartridge or other container with or without nicotine or other form that is intended to be used with an electronic cigarette, electronic cigar, electronic cigarillo, electronic pipe, or similar product or device. "Vapor products" do not include any products regulated by the United States Food and Drug Administration under chapter V of the Food, Drug and Cosmetic Act.

Section 38-99 –Smoking and vaping in certain places prohibited; exceptions

(a) No person is allowed to smoke or vape tobacco or marijuana products in a public place where prohibited by the Oklahoma Smoking in Public Places and Indoor Workplaces Act, OKLA. STAT. tit. 63 § 1-1521 et seq. This shall include, but is not limited to, in any part of a City Property, including a public park to which the public may be admitted, whether indoors or outdoors, in an indoor workplace, in any vehicle providing public transportation, at a meeting of a public body, in a nursing facility licensed pursuant to the Nursing Home Care Act, or in a child care facility licensed pursuant to the Oklahoma Child Care Facilities Licensing Act. A nursing facility licensed pursuant to the Nursing Home Care Act may designate smoking rooms for residents and their guests. Such rooms shall be fully enclosed, directly exhausted to the outside, and shall be under negative air pressure so that no smoke can escape when a door is opened and no air is recirculated to nonsmoking areas of the building.

(b) Smoking and vaping prohibited in educational facilities

(1) Except as otherwise provided in paragraph (2) of this subsection, an educational facility which offers an early childhood education program or in which children in grades kindergarten through 12 are educated shall prohibit smoking, vaping, the use of snuff, chewing tobacco or any other form of tobacco or marijuana product in the buildings and on the grounds of the facility by all persons including, but not limited to, full-time, part-time, and contract employees, during the hours of 7:00 a.m. to 4:00 p.m., during the school session, or when class or any program established for students is in session.

(2) Career and technology centers may designate smoking areas outside of buildings, away from general traffic areas and completely out of sight of children under 18 years of age, for use by adults attending training courses, sessions, meetings or seminars.

(3) Nothing in this section shall be construed to prohibit educational facilities from having more restrictive policies regarding smoking, vaping, and the use of other tobacco or marijuana products in the buildings or on the grounds of the facility.

(c) All City Property, whether indoor or outdoor, including buildings, public parks, and other properties, exclusive of public ways, or portions thereof, owned or operated by the City of Muskogee shall be designated as Tobacco, Marijuana and Vapor Free, prohibiting the use of tobacco, marijuana and vapor products at all times. This prohibition shall apply to all individuals present on City Property, including visitors and City employees.

(d) A private residence is not a "public place" within the meaning of this article except that areas in a private residence that are used as a licensed child care facility during hours of operation are "public places" within the meaning of the Smoking in Public Places and Indoor Workplaces Act and this article.

(e) Smoking and the use of tobacco or vapor products is prohibited in all vehicles owned by the City of Muskogee and all of its agencies, authorities and instrumentalities.

(f) An employer not otherwise restricted from doing so may elect to provide smoking rooms where no work is performed except for cleaning and maintenance during the time the room is not in use for smoking, provided each smoking room is fully enclosed and exhausted directly to the outside, in such manner that no smoke can drift or circulate into a nonsmoking area. No exhaust from a smoking room shall be located within 15 feet of any entrance, exit or air intake. If smoking is to be permitted in any space exempted in subsection (g) of this section or in a smoking room pursuant to subsection (h) of this section, such smoking space must either occupy the entire enclosed indoor space or, if it shares the enclosed space with any nonsmoking areas, the smoking space shall be fully enclosed, exhausted directly to the outside with no air from the smoking space circulated to any nonsmoking area, and under negative air pressure so that no smoke can drift or circulate into a nonsmoking area when a door to an adjacent nonsmoking area is opened. Air from a smoking room shall not be exhausted within 15 feet of any entrance, exit or air intake.

(g) The provisions of this article shall not prohibit smoking or vaping in:

(1) Stand-alone bars, stand-alone taverns or cigar bars;
(2) The room or rooms where licensed charitable bingo games are being operated, but only during the hours of operation of such games;
(3) Up to 25 percent of the guest rooms at a hotel or other lodging establishment;
(4) Retail tobacco stores predominantly engaged in the sale of tobacco products and accessories and in which the sale of other products is merely incidental and in which no food or beverage is sold or served for consumption on the premises;
(5) Workplaces where only the owner or operator of the workplace, or the immediate family of the owner or operator, performs any work in the workplace, and the workplace has only incidental public access;
(6) Workplaces occupied exclusively by one or more smokers, if the workplace has only incidental public access. "Incidental public access" means that a place of business has only an occasional person, who is not an employee, present at the business to transact business or make a delivery. It does not include businesses that depend on walk-in customers for any part of their business;
(7) Private offices occupied exclusively by one or more smokers or vapers;
(8) Workplaces within private residences, except that smoking or vaping shall not be allowed inside any private residence that is used as a licensed child care facility during hours of operation;
(9) A facility operated by a post or organization of past or present members of the Armed Forces of the United States which is exempt from taxation pursuant to Sections 501(c)(8), 501(c)(10) or 501(c)(19) of the Internal Revenue Code, 26 U.S.C., Section 501(c)

(8), 501(c)(10) or 501(c)(19), when such facility is utilized exclusively by its members and their families and for the conduct of post or organization nonprofit operations except during an event or activity which is open to the public;

(10) Any outdoor seating area of a restaurant; provided, smoking shall not be allowed within 15 feet of any exterior public doorway or any air intake of a restaurant; and

(11) Medical research or treatment centers, if smoking is integral to the research or treatment.

Section 38-104 Statutory Construction and Severability

The purpose of this Article is to supplement applicable state and federal law and not to duplicate or contradict such law. The provisions of this Article are severable, and the invalidity of any provision of the Article shall not affect other provisions of the Article, which can be given effect without the invalid provision.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MUSKOGEE, OKLAHOMA, THIS **26th DAY OF OCTOBER, 2026.**

CITY OF MUSKOGEE

_____

RYAN LOWE, MAYOR

ATTEST:

(seal)

_____

TAMMY L. TRACY, CITY CLERK

Approved as to form and legality this_____day of_____, 2026.

_____

CITY ATTORNEY

Regular City Council **6.**

Meeting Date: 10/26/2026
Submitted For: Dennis Read, Finance
Initiator: Benita Hotema, Assistant Financial Analyst
Department: Finance
Staff Information Source:

Information

AGENDA ITEM TITLE:

Consider approval of Resolution No. 3112 declaring items of personal property presently in possession of the City of Muskogee, to be surplus to the needs of the City of Muskogee, and authorize the City Manager, or his designee, to offer for sale or dispose of the same, all as per attached list, or take other necessary action. (Kendal Francis)

BACKGROUND:

Items listed within Resolution 3112 to be considered for surplus from this fiscal year.

RECOMMENDED ACTION:

Approve items for surplus.

Fiscal Impact

Attachments

RES 3112

RESOLUTION NO. 3112

A RESOLUTION DECLARING CERTAIN ITEMS OF PERSONAL PROPERTY PRESENTLY IN THE POSSESSION OF THE CITY OF MUSKOGEE, TO BE SURPLUS TO THE NEEDS OF THE CITY OF MUSKOGEE AND AUTHORIZING THE CITY MANAGER TO OFFER FOR SELL OR DISPOSE OF THE SAME AS ATTACHED LIST.

WHEREAS, the City of Muskogee, Oklahoma has in its possession certain items of personal property which can no longer be put to good use; and

WHEREAS, the City of Muskogee desires to dispose of items of personal property, which are no longer needed, as surplus properties, according to the provisions of the Charter and the Ordinances of the City;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MUSKOGEE, OKLAHOMA;

SECTION 1: The property listed herein is hereby declared to be surplus to the needs of the City of Muskogee, Oklahoma…

ITEM DESCRIPTION	QTY	WORKS?	SERIAL #	BRAND	MODEL
IT Department					
Printer	1	Unknown	CVYX42	Dell	C2660dn Color Laser Printer
Multi-Function Printer/Scanner	1	Unknown	U63088D5N153139	Brother	MFC-8710DW
Video Switcher + Controller	1	Unknown	735509	DataVideo	SE-2200 MU 1080i / 59.94Hz
Multi-Function Printer/Scanner	1	Unknown	CNB6JD4CVC	HP	LaserJet Pro MFP M26 nw
Multi-Function Printer/Scanner	1	Unknown	3BTB54080	Xerox	WorkCentre 3345
Printer	1	Unknown	F9PJY1	Dell	C3760n CLP
Dock	1	X- Fan failure	2L6VG23	Dell	WD19 | Reg: K20A
Phone	7	Unknown	0010492BD95F	ShoreTel	IP230
Phone + Handset	1	Unknown	0010492BD915	ShoreTel	IP230
Security Camera	1	Unknown	554645042	HikVision	(Rubbed off) DS-20-E-Illegible
Speakers (Desktop)	1	Unknown	Unknown	CA	Unknown
USB Hub	1	Unknown	Unknown	Startech	ST7202 USB
Visio Remote	1	Unknown	Unknown	Visio	Unknown
Speaker Bar	1	Unknown	PPID: CN-0WGFCY-71623	Dell	Professional Sound Bar
Dell Monitor	1	Unknown	H8RGNZ1	Dell	E2216Hf
Dell Monitor	1	Unknown	IPvDNS2	Dell	P2217
Dell Monitor w/360 Rotating Mount	3	Unknown	Unknown	Dell	P190St
Photo Copier	1	Unknown	GC7Y023847	Epson	RX620

Laser Printer	1	Unknown	U64968F2N822683	Brother	HL-L2395DW
Monitor (no stand)	1	Unknown	RE7104900064	ViewSonic	VX2258wm
Monitor	1	Unknown	HFNITU2KACACHNE	AOC	2767
HP Monitor	1	Unknown	GCM5030XH8	HP	22cw
Dell Monitor w/360 Rotating Mount	2	Unknown	CN-0RNMH6-74446-14K-870L	Dell	Unknown
Printer	1	Unknown	A4T696432	Xerox	Phaser 3610
Printer	1	Unknown	DQVCSKI	Dell	5230n Laser Printer
Printer	2	Unknown	CT3XF42	Dell	C3760dn Color Laser Printer
Printer	1	Unknown	JB1BZC2	Dell	S2825cdn
Computer Tower	1	Unknown	Unknown	LG	MG (OLD)
Subwoofer + Speakers	1	Unknown		Acoustic Bass Technology	"Woofer"
Printer	1	Unknown	722SWD2	Dell	B3460dn
Getac Tablet	1	Unknown		Getac	
Getac Tablet	2	Unknown		Getac	
Laptop	1	Unknown		Fujitsu	Lifebook T939
Laptop	1	Unknown		Fujitsu	Lifebook T725
Getac Tablet	1	Unknown		Getac	
Getac Tablet	1	Unknown		Getac	
Time Clock Tablet + Mounts	21	Unknown		CMI Time Management	TouchTime II 3007
Camera	1	Unknown	156813	Sony	EVI-D70
Encoder	1	Unknown	5025220121149246	Blonder Tongue	HDE-CSV-2AM
Dell Keyboard	1	Unknown		Dell	SK-8115
Ergo Keyboard	1	Unknown	7687601733297	Microsoft	Natural Ergonomic Keyboard 4000
Sound bar	1	Unknown		Dell	AS501
Tough Laptop	1	Unknown	2IKSE55418	Panasonic	CF VEB 341
Tough Laptop	1	Unknown	9FKYA62053	Panasonic	CF-30
Surface	1	Unknown		Microsoft	1724 Surface
Computer Tower	1	Unknown	HJL3FB2	Dell	Optiplex 7020
Monitor	1	Unknown	G2PY9J3	Dell	P2422H
Monitor	1	Unknown	CN-0G433H-74445-970-DT5L	Dell	2009WT
Media Converter	1	Unknown	FEP-5000TF-C	UniCom GSS	X-Tend 100+x/FX
Power Adapter in bag w/cable	1	Unknown		Lind Electronics	Auto A+ Adapter, Compatible With Dell Latitude
Power Adapter	1	Unknown		L&E	Unknown -Compatible with Panasonic Toughbooks-
LUMIX Battery Charger + 3 Batteries	1	Unknown	A8041298DCR	Panasonic	DE-A45B
Projector	1	Unknown		3M	MP8775
Modem	1	Unknown	D36BNPACE418747	ARRIS	TM608G
Camera Hub	1	Unknown	H18031004575	ViewSonic	VSV BX 25470 -1M
Boxed Antenna	2	Unknown	M221310100015	Mars Antennas	MA-2591-T2-1

Breeze Access VL (Boxed)	2	Unknown		Alvarion	807710
BS-PS-AC	1	Unknown		Unknown	BS-PS-AC VL/11/VL 4000
Floppy Reader out of Dell	1	Unknown	CN-05C671-12591-19T-1402	Dell	5D976
Box of Sisco Antenna Equipment	1	Unknown	Unknown	Sisco	Unknown
Phones	5	Unknown	10000610	RCA	25425REI
Phones (Cordless) w/Chargers	3	Unknown		RCA	ViSsys H5401 REI-A
Typewriter	1	Unknown		Brother	SX-4000 Electric Typewriter
DVD RW Drives (Boxed)	23	Unknown	Ex. 1340TP110808S0D11T	Unknown	JW830
DVD RW Drives (Boxed) (Extracted from Dell Towers)	18	Unknown		Dell	Optiplex Compatible ?
Subwoofer + Speakers (Boxed)	1	Unknown		Unknown	Unknown
Box of SMC Router Gateways	11	Unknown	H212152A	SMC	SMCD3G2
Printer	1	Unknown	Ex307049	Canon	Image Formula DR-9050L
Server Mainframe	2	Unknown	10 0005147	IBM	eServer iSeries
Safe	1	Unknown		Sentry	A250
Keyboards (Boxed)	26	Unknown		Dell	KB-212B
Media Device	1	Unknown	17369 1080	AverMedia	Averkey3
Catv converter	1	Unknown	12562 00597	Motorola	Unknown
Dell Printer	1	Unknown		Dell	1130n
Air Link Modem	81	Unknown	CA12141020510	Sierra	Air link GX400
Cat 3 Patch Panel	5	Unknown		Ortronics	Unknown
Cat 3 Cable big connector	8	Unknown		Comtran Cable LLC	Unknown
Cash Register with extra drawer	1	Unknown		Sam4s	Unknown
Xtend-T/FL	1	Unknown		Unicom GSS	Xtend-T/FL 10Base-T/FL Converter
Logitech Mouse (Wired)	1	Unknown		Logitech	Unknown
Dell Mouse	1	Unknown		Dell	Dell Mouse Ms116T1
Dell Mouse	1	Unknown		Dell	MS111-L
Logitech Wireless Keyboard	1	Unknown		Logitech	K235
Logitech Wireless Keyboard	2	Unknown		Logitech	K520
Dell Mouse	1	Unknown		Dell	MS-111-P
Dell Wireless Keyboard	2	Unknown		Dell	KB3121Wp
Dell Wired Keyboard	7	Unknown		Dell	KB212-B

Dell Wired Keyboard	1	Unknown	Dell	KB216d
Dell Wired Mouse	1	Unknown	Dell	MS116c
Logitech Wired Mouse	1	Unknown	Logitech	MU0026
Logitech Wireless Mouse	1	Unknown	Logitech	M170
Logitech Receiver	1	Unknown	Logitech	C-BT44
Logitech Wireless Mouse	1	Unknown	Logitech	M310
Dell Wired Mouse	1	Unknown	Dell	N889
Switching Adaptor	1	Unknown	Flypower	PS65B120Y4000H
PSU	1	Unknown	Dell	H875EF-00
AC Adaptor	1	Unknown	Unknown	MW48-1200800
AC Adaptor	1	Unknown	TPV Electronics	ADPC1945
AC Adaptor	1	Unknown	LITEON	PB1090-1L1
AC Adaptor	1	Unknown	GlobTek	DV-9500
AC Adaptor	1	Unknown	UL	PPI-0930-UL
Cisco Power Adaptor	46	Unknown	Cisco	PSA18U-480C
Box of Dell Toner	1	Unknown	Dell	B2375
Dell Precision Laptops	3	Unknown	Dell	5540
Toner Cart	1	Unknown	Unknown	M11XH-1P
Toner Cart	1	Unknown	Unknown	
LD Toner Cart	1	Unknown	LD	
Misc. Wall Mounts	1	Unknown	Unknown	
PCI Nic	1	Unknown	D-Link	DGL10028C
Server Nic	1	Unknown	3COM	BCM5701KHB
Box of 25 DVD Drives	1	Unknown	Unknown	
Floppy Drives	6	Unknown	Unknown	
Air Link MP70	2	Unknown	Sierra	Air link MP70
Epson Printer	1	Unknown	Epson	WF-2860
Dell Printer	1	Unknown	Dell	2150cn
ColorTrac SmartLF Ci 40	1	Unknown	Colortrac	SmartLF CI 40
Shoretel POE Adaptor	2	Unknown	ShoreTel	PD-35O1G/AC
Power Adaptor	1	Unknown	Unknown	T7
Ubiquiti POE injector	1	Unknown	Ubiquiti	GP-A240-050G
Power Adaptor	3	Unknown	Globtek	GTM41060-2512
Dell Laptop Charger1	1	Unknown	Dell	LA65NS2-01
Fluid Mesh POE injector	1	Unknown	Fluid Mesh	GFP241DA-40100HB
Power Adaptor	1	Unknown		400012
Power Adaptor	1	Unknown	Group West	12UR-120900
Cisco Switch	1	Unknown	Cisco	Catalyst 2960 Series PD
Box of PC Power cables	1	Unknown	Unknown	Unknown
VHS Player	1	Unknown	JVC	HR-S3902U

Control Pad	1	Unknown	Pelco	KBD300
Dell Monitor	2	Unknown	Dell	E2311Hf
POS Monitor	1	Unknown	Sam4s	SPT-4500
POS Monitor + Cables	1	Unknown	Sam4s	SPt-3000
Camera + Bag	1	Unknown	Nikon	Coolpix 3200
Cash Register with Scanner	1	Unknown	Casio	PCR-T273
Network Rack Shelves + Mounting Equipment	2	Unknown	Unknown	Unknown
Printer	1	Unknown	Epson	FX-890
Server	1	Unknown	Unknown	NAF-0602
Printer	1	Unknown	Dell	B1260dn
Misc. Toner	1	Unknown	Unknown	Unknown
Server	1	Unknown	Network Appliance	Unknown
Camera	1	Unknown	Lumix	Unknown
Server	1	Unknown	8000000	8e6R3000ir
IPad	4	Unknown		
IPad Cases	6	Unknown		
Latitude E5540	1	Unknown		
ASA 5506-X	1	Unknown		
AV Switcher and Cables	1	Unknown		
Cisco ME 3400	2	Unknown		
Cisco ME 3400E	2	Unknown		
Cisco 800	1	Unknown		
Cisco PIX 506E	1	Unknown		
Point to Point Antenna	3	Unknown		EZBR-0519
Box of Assorted Cables	1	Unknown		
3Com Office Connect 8 port switch	1	Unknown		
3Com Office Connect 8 port Switch	1	Unknown		
Cisco 16 port Switch	1	Unknown		RV325
Dell Smart Pin	1	Unknown		Air write 2
Onn Keyboard	1	Unknown		ONA11HO089
Dell wireless Keyboard	1	Unknown		KB216t
Dell Wired Keyboard	1	Unknown		SK-8175
Boxes of UPS Batteries	2	Unknown		
set of desktop Speakers	2	Unknown	Herman/Karman	
SIIG Wireless Mouse	1	Unknown		SIIG BTA2851X
Wireless Mouse	1	Unknown		M510

ViewSonic Remote	1	Unknown		RC00295P
Generic Remote	1	Unknown		
JVC Remote	1	Unknown		
USB A To Micro USB adaptor	1	Unknown		
GigaWire Speaker set	1	Unknown		
Desktop Sub	1	Unknown	Herman/Karman	
JVC Super VHS ET with remote	2	Unknown		
MAGNAVOX VHS HQ with remote	1	Unknown		
RAM Tablet Mount	1	Unknown		
Mounted Video Equipment	1	Unknown		
Box of AMD Video Cards	11	Unknown		
Flat Boxes of Power Cords	2	Unknown		
LARGE UPS		Unknown	APC	
SNBC Receipt Printer	1	Unknown	SNBC	BTP-R880NP
Box of Dell Laptop Chargers	1	Unknown	Dell	
Phaser 3330	1	Unknown	Xerox	
Power Vault NX3000	1	Unknown	DELL	
PowerEdge R710	1	Unknown	DELL	
Smart-UPS RT 2200	1	Unknown	APC	Smart-UPS RT 2200
Dell Optiplex 7010	1	Unknown	DELL	Optiplex 7010
Dell Optiplex 7050	1	Unknown	DELL	Optiplex 7050
Dell Wired Keyboard	1	Unknown	DELL	L100
Digi Ticket Bags with Devices and Printers	14	Unknown	Digi ticket	
Two Large Digi ticket charging stations	2	Unknown	Zebra	
Fujitsu Charging stations	5	Unknown	Fujitsu	
TG3 Keyboard	1	Unknown	TG3	
Wrist Heart Monitor	1	Unknown	Equate	
Epson Projector + Mounting Equipment	1	Unknown	Epson	
Boxes of monitor Stands	3	Unknown	Unknown	
Jotto Desk Mount	1	Unknown	Jotto Desk	
Old Dell Monitors	3	Unknown	Dell	
Intermec Charging station + Devices	4	Unknown	Intermec	
APC Backup UPS Office 350 VA	2	Unknown	APC	

Back-UPS 280	1	Unknown	APC	
Dell 790s	2	Unknown	Dell	
Fujitsu Laptop Cover	1	Unknown	Fujitsu	
Digital QC Power Filter	1	Unknown	Digital QC	
Dictaphone phone Recorder	1	Unknown	Dictaphone	
Bag	1	Unknown	Unknown	
Back-UPS 1000	1	Unknown	APC	
Back-UPS CS 500	1	Unknown	APC	
Back-UPS CS 350	1	Unknown	APC	
PRO1500E	1	Unknown	MinuteMan UPS	
Small Coffee Table	1	Yes		
Small Plastic Table	1	Yes		
Smaller Plastic Table	1	Yes		
2 parts of 1 desk	1	Yes		
Monitor Stand	1	Yes		
Large dividing wall	1	Yes		
Large flat table	1	Yes		
Swim & Fitness Center				
Green Pad	48	Yes	Nautilus	Nitro Plus
Green back pads	7	Yes	Nautilus	Nitro Plus
Gray back pads	4	Yes	Nautilus	Nitro Plus
Green head pad	1	Yes	Nautilus	Nitro Plus
Green roller pads	11	Yes	Nautilus	Nitro Plus
Gray roller pads	2	Yes	Nautilus	Nitro Plus
Green seat pads	4	Yes	Nautilus	Nitro Plus
Gray arm pads	4	Yes	Nautilus	Nitro Plus
Gray leg pad	1	Yes	Nautilus	Nitro Plus
Facilities Management				
Floor Tiles (boxes) 12in X 12in				
alamosa gray 11 tiles per box	2	Yes	Project Source	
charcoal 45 tiles per box	3	Yes	Armstrong Commercial	
hot lips 45 tiles per box	5	Yes	Armstrong Commercial	
polar white 45 tiles per box	9	Yes	Armstrong Commercial	

SECTION 2: The City of Muskogee authorizes the City Manager to sell or otherwise dispose of said real property and personal property listed above.

PASSED AND APPROVED by the City Council of the City of Muskogee, Oklahoma this _____day of _____, 2026.

CITY OF MUSKOGEE,
A municipal corporation,

_____
RYAN LOWE, MAYOR

ATTEST

_____
TAMMY L. TRACY, CITY CLERK

APPROVED as to form and legality this _____ day of _____, 2026.

_____
CITY ATTORNEY

Regular City Council **7.**

Meeting Date:	10/26/2026		
Submitted For:	Kendal Francis, City Manager	**Initiator:**	Dennis Read, Treasurer
Department:	Finance		
Staff Information Source:			

Information

AGENDA ITEM TITLE:

Consider approval of an Agreement for Bond Counsel Services by and among The Public Finance Law Group, PLLC, the City of Muskogee, Oklahoma (the "City"), and the Muskogee Redevelopment Authority (the "Authority) pertaining to the issuance of obligations to fund certain judgment obligations of the City, or take other necessary action. (Kendal Francis)

BACKGROUND:

The Public Finance Law Group, PLLC serves as the City's bond counsel. The engagement letter authorizes them to work with staff and act on the City's behalf with respect to the timing, terms and legal structure of the proposed financing. Additionally, they will prepare all loan and security documents as well as final closing papers. (Kendal Francis)

RECOMMENDED ACTION:

Approve the Agreement

Fiscal Impact

Attachments

PFLG Agreement

THE PUBLIC FINANCE LAW GROUP PLLC
ATTORNEYS AND COUNSELORS AT LAW

AGREEMENT FOR BOND COUNSEL SERVICES

MUSKOGEE REDEVELOPMENT AUTHORITY
JUDGMENT REVENUE NOTE, SERIES 2026

CITY OF MUSKOGEE, OKLAHOMA
FUNDING BONDS, SERIES 2027

THIS AGREEMENT is entered into as of October 26, 2026, by and among THE PUBLIC FINANCE LAW GROUP PLLC ("PFLG"), the City of Muskogee, Oklahoma (the "City"), and the MUSKOGEE MUNICIPAL AUTHORITY (the "Authority", and collectively with the City, the "Issuer"), a public trust with the City as its beneficiary, as follows:

RECITALS

WHEREAS, the City settled certain legal proceedings resulting in final judgments against the City in the aggregate amount of $29,250,000 (collectively, the "Judgment Obligations"); and

WHEREAS, the Issuer desires to engage PFLG as bond counsel in connection with financing of the Judgment Obligations of the City in order to reduce the ad valorem levy impact on property owners within the City (the "Project"); and

WHEREAS, the Authority intends to issue or cause to be issued its Judgment Revenue Note, Series 2026 in the principal amount of approximately $29,250,000.00 (the "2026 Note"), for the purpose of financing the initial acquisition of an interest in the Judgment Obligations; and

WHEREAS, the City intends to issue funding bonds as described in Title 62, Oklahoma Statutes Section 391 *et seq.*, and other statutes of the State of Oklahoma supplementary and amendatory thereto, in the principal amount of approximately $29,250,000.00 (the "2027 Bonds", and collectively with the 2026 Note, the "Bonds") for the purpose of satisfying the Judgment Obligations to be acquired by the Authority; and

WHEREAS, the City desires to call an election for the purpose of considering a sales tax to pay substantially all of the Judgment Obligations instead of levying an ad valorem tax (the "Election"); and

WHEREAS, PFLG possesses the necessary professional capabilities and resources to provide the legal services required by Authority as described in this Agreement.

AGREEMENTS

1. Scope of Services.

Bond Counsel Services. PFLG will render the following services as bond counsel to the Authority:

(1) Consultation with representatives of the Authority and the City, including the manager of the Authority/City, City Attorney, Authority's Counsel, Finance Director, financing and accounting staff, financial advisors, and others, with respect to the timing, terms and legal structure of the proposed financings and sales tax election.

(2) Preparation of written documentation relating to formal approval of a new sales tax, including, as appropriate, authorizing resolutions and ordinances.

(3) Preparation of loan, security and other authorizing documents (the "Financing Documents").

(4) Review of documentation with respect to any letter of credit, bond insurance and/or reserve fund surety policy provided in connection with the Bonds, if any.

(5) Attendance at such meetings or hearings of the Authority and the City and working group meetings or conference calls as the Authority or the City may request, and assistance to the Authority and City staff in preparation of such explanations or presentations to the governing body of the Authority and the City as they may request.

(6) Preparation of final closing papers to be executed by the Authority required to effect delivery of the Bonds and coordination of the respective closings.

(7) Rendering of bond counsel's customary final legal opinion on the validity of the Bonds and, with respect to the tax-exempt obligations, the exemption from gross income for federal income tax purposes and from Oklahoma personal income tax of interest thereon..

PFLG and Issuer acknowledge that Issuer shall be represented by Greg D. Loeffler, Esq., Rosenstein Fist & Ringold, as Interim City Attorney ("Issuer's Counsel") for the purpose of rendering day-to-day and ongoing general counsel legal services. PFLG shall circulate documents to and coordinate its services with Issuer's Counsel to the extent requested by Issuer or Issuer's Counsel.

PFLG and Issuer further acknowledge that the Issuer shall be represented by Municipal Finance Services, Inc., a municipal advisor pursuant to the terms of SEC Rule 15Ba1-1 (referred to herein as an "Independent Registered Municipal Advisor" or "IRMA"). PFLG is a firm of

attorneys who provide legal advice or services of a traditional legal nature to a client, and PFLG and its attorneys do not represent themselves to be a financial advisor or financial expert. Therefore, PFLG is excluded from the definition of Municipal Advisor, and PFLG does not intend to provide any advice with respect to municipal financial products or the issuance of municipal securities outside of the scope of traditional legal services and advice customarily rendered by bond counsel in public finance transactions. Notwithstanding the foregoing, in the event certain advice may be construed as beyond the scope of traditional legal services, the Issuer specifically acknowledges that PFLG may avail itself of the IRMA exemption under SEC Rule 15Ba1-1 on the basis that (i) the Issuer is represented by an Independent Registered Municipal Advisor not associated with PFLG, (ii) the Issuer hereby advises PFLG that the Issuer is represented by and will rely on the advice of its duly retained Independent Registered Municipal Advisor, and (iii) the Issuer has been advised that PFLG is not a municipal advisor and PFLG owes no federal statutory fiduciary duty to the Issuer. In rendering opinions and performing legal services under this Agreement, PFLG shall be entitled to rely on the accuracy and completeness of information provided and certifications made by, and opinions provided by counsel to, Issuer, property owners and other parties and consultants, without independent investigation or verification.

PFLG's services are limited to those specifically set forth above. PFLG's services do not include representation of Issuer or any other party to the transaction in any litigation or other legal or administrative proceeding involving the Bonds, the Election, the Project or any other matter. PFLG's services also do not include any responsibility for compliance with state blue sky, environmental, land use, real estate or similar laws or for title to or perfection of security interests in real or personal property. PFLG will not be responsible for preparing, reviewing, or opining with respect to any Official Statement and/or any Continuing Disclosure Undertakings applicable to the Bonds (if any), including but not limited to the accuracy, completeness or sufficiency of the Official Statement, Continuing Disclosure Undertaking, or other offering material relating to the Bonds. PFLG's services do not include any financial advice or analysis. PFLG will not be responsible for the services performed or acts or omissions of any other participant. Also, PFLG's services will not extend past the date of issuance of the Bonds and will not, for example, include services related to rebate compliance or continuing disclosure or otherwise related to the Bonds, bond proceeds or the Project after issuance of the Bonds.

2. <u>Compensation and Reimbursements.</u>

A. *Compensation for Bond Counsel Services*.

(1) For services as bond counsel to the Issuer, PFLG shall be paid a fixed fee at the time of issuance of the 2026 Note of three quarters of one percent (0.75%) of the original principal amount of the 2026 Note.

(2) For services as bond counsel to the Issuer, PFLG shall be paid a fixed fee at the time of issuance of the 2027 Bonds of one-half of one percent (0.5%) of the original principal amount of the 2027 Bonds.

B. *Expenses*. PFLG shall also be paid a fixed amount of $2,500.00 in connection with each series of Bonds to cover expenses and transcript production and distribution, provided, that any filing, publication, recording or printing costs or similar third party costs

required in connection with the Bonds or the Election shall be paid directly by the Issuer, but if paid by PFLG on behalf of the Issuer, shall be reimbursed to PFLG on demand.

C. *Payment*. Fees and expenses shall be payable by Issuer at the time of issuance of the Bonds. Payment of all fees and expenses hereunder shall be made at closing from proceeds of the Bonds and shall be entirely contingent upon issuance of the Bonds.

D. *Termination of Agreement and Legal Services*. This Agreement and all legal services to be rendered under it may be terminated at any time by written notice from either party, with or without cause. In that event, all finished and unfinished documents prepared for adoption or execution by Issuer, shall, at the option of Issuer, become its property and shall be delivered to it or to any party it may designate; provided that PFLG shall have no liability whatsoever for any subsequent use of such documents. In the event of termination by Issuer, PFLG shall be paid for all satisfactory work, unless the termination is made for cause, in which event compensation, if any, shall be adjusted in the light of the particular facts and circumstances involved in the termination. If not sooner terminated as aforesaid, this Agreement and all legal services to be rendered under it shall terminate upon issuance of the Bonds; provided that Issuer shall remain liable for any unpaid compensation or reimbursement due under Section 2 hereof. Upon termination, PFLG shall have no future duty of any kind to or with respect to the Bonds, the Election, or the Issuer.

3. <u>Nature of Engagement; Relationships With Other Parties.</u>

The role of bond counsel, generally, is to prepare or review the procedures and documentation relating to the calling of the sales tax election, prepare or review the procedures for issuance of the bonds, notes or other evidence of indebtedness, and to provide an expert legal opinion with respect to the validity thereof and other subjects addressed by the opinion. Consistent with the historical origin and unique role of such counsel, and reliance thereon by the public finance market, PFLG's role as bond counsel under this Agreement is to provide an opinion and related legal services that represent an objective judgment on the matters addressed rather than the partisan position of an advocate.

In performing its services in connection with the Bonds, PFLG will act as special counsel to Issuer with respect to issuance of the Bonds and the calling of the Election; i.e., PFLG will assist the Issuer's Counsel in representing Issuer but only with respect to the Election, and the validity of the Bonds and the Financing Documents, in a manner not inconsistent with the role of bond counsel described above.

Issuer acknowledges that PFLG regularly performs legal services for many private and public entities in connection with a wide variety of matters. For example, PFLG has represented, is representing or may in the future represent other public entities, underwriters, trustees, rating agencies, insurers, credit enhancement providers, lenders, contractors, suppliers, financial and other consultants/advisors, accountants, investment providers/brokers, providers/brokers of derivative products and others who may have a role or interest in the Election, the Project, or financing the Bonds or that may be involved with or adverse to Issuer in this or some other matter. PFLG agrees not to represent any such entity in connection with the Election, the Project, or financing the Bonds, during the term of this Agreement, without the consent of Issuer. Given the

special, limited role of bond counsel described above, Issuer acknowledges that no conflict of interest exists or would exist, and waives any conflict of interest that might appear actually or potentially to exist, now or in the future, by virtue of this Agreement or any such other attorney-client relationship that PFLG may have had, have or enter into, and Issuer specifically consents to any and all such relationships.

4. Limitation of Rights to Parties; Successor and Assigns.

Nothing in this Agreement or in any of the documents contemplated hereby, expressed or implied, is intended or shall be construed to give any person other than Issuer and PFLG, any legal or equitable right or claim under or in respect of this Agreement, and this Agreement shall inure to the sole and exclusive benefit of Issuer and PFLG.

PFLG may not assign its obligations under this Agreement without written consent of Issuer except to a successor partnership or corporation to which all or substantially all of the assets and operations of PFLG are transferred. Issuer may assign its rights and obligations under this Agreement to (but only to) any other public entity that issues the Bonds (if not the Issuer). Issuer shall not otherwise assign its rights and obligations under this Agreement without written consent of PFLG. All references to PFLG and Issuer in this Agreement shall be deemed to refer to any such successor of PFLG and to any such assignee of Issuer and shall bind and inure to the benefit of such successor and assignee whether so expressed or not.

5. Counterparts.

This Agreement may be executed in any number of counterparts and each counterpart shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same Agreement.

6. Notices.

Any and all notice pertaining to this Agreement shall be sent by U.S. Postal Service, first class, postage prepaid to:

PFLG:

The Public Finance Law Group PLLC
5657 N. Classen Boulevard, Suite 100
Oklahoma City, OK 73118
Attention: Allan A. Brooks, III or Nathan D. Ellis

CITY:

City of Muskogee, Oklahoma
PO Box 1927
Muskogee, OK 74402-1927
Attention: City Manager

AUTHORITY:

Muskogee Redevelopment Authority
PO Box 1927
Muskogee, OK 74402-1927
Attention: City Manager

[Remainder of Page Left Blank Intentionally]

Issuer and PFLG have executed this Agreement by their duly authorized representatives as of the date provided above.

THE PUBLIC FINANCE LAW GROUP PLLC

By: _____
Nathan D. Ellis, Esq.

CITY OF MUSKOGEE, OKLAHOMA

By: _____
Title: Ryan Lowe, Mayor
Date: October 26, 2026

MUSKOGEE REDEVELOPMENT AUTHORITY

By: _____
Title: Ryan Lowe, Chairman
Date: October 26, 2026

Approved as to form and legality this 26th day of October, 2026.

_____
Greg D. Loeffler, City Attorney

Regular City Council **8.**

Meeting Date:	10/26/2026		
Submitted For:	Kendal Francis, City Manager	Initiator:	Dennis Read, Treasurer
Department:	Finance		
Staff Information Source:	City Manager		

Information

AGENDA ITEM TITLE:

Consider approval of a Professional Services Agreement by and among Municipal Finance Services, Inc., as Financial Advisor, the City of Muskogee (the "City"), and Muskogee Redevelopment Authority (the "Authority") pertaining to the issuance of obligations to fund certain judgment obligations of the City, or take other necessary action. (Kendal Francis)

BACKGROUND:

The Municipal Finance Services Group will serve as the City's independent registered municipal advisor for the City in relation to the bond. The agreement authorizes them to work with staff and act on the City's behalf with respect to the timing, terms and legal structure of the proposed financing. Additionally, they will prepare all loan and security documents as well as final closing papers. (Kendal Francis)

RECOMMENDED ACTION:

Approve the Agreement

Fiscal Impact

Attachments

MFS Agreement

MUNICIPAL FINANCE SERVICES, INC.
est. 1990

mfsok.com

P: 405.340.1727

1017 N. Bryant Ave., Ste 100
Edmond, OK 73034

P.O. Box 747
Edmond, OK 73083-0747

October 7, 2026

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered by and among MUNICIPAL FINANCE SERVICES, INC. ("MFSOK") and the City of Muskogee and the Muskogee Redevelopment Authority (the "Client"). THIS AGREEMENT supersedes all existing agreements between MFSOK and the Client.

The Client desires to engage MFSOK and agrees as follows:

I. Scope of Services.

Some or all of the following services listed below shall be provided under this Agreement and pertain to the Client's new and outstanding general obligation debt obligations during the term of the Agreement (the "Issues"). The Client designates MFSOK as the Client's independent registered municipal advisor ("IRMA") for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the "IRMA Exemption").

A. New Issue and Refunding of Existing Client Issues

1. Evaluate options or alternatives with respect to the proposed new Issue.
2. Provide financial analysis to the Client to assist in understanding the benefits, costs, and risks of the proposed new Issue.
3. Review recommendations made by other parties to the Client.
4. Assist Client in preparing a plan of finance.
5. Advise Client on structure, terms and timing of the proposed new Issue.
6. Prepare financing schedule.
7. Attend meetings as requested by the Client.
8. Assist the Client in preparing loan applications, loan proposals, offering documents, notices of sale, instructions to bidders, placement memorandums, or official statements, as appropriate.
9. Coordinate as appropriate with Client staff, legal representatives, government agencies, accountants, auditors, engineers, consultants, rating agencies, banks, lenders, placement agents, trustees, paying agents, escrow agents, bond insurers and other credit enhancers to facilitate the plan of finance.
10. If new Issue is a competitive bond sale, assist Client in collecting and analyzing bids submitted by underwriters and selecting the winning bidder.
11. If new Issue is a loan, assist Client in collecting and analyzing proposals submitted by banks.
12. If the new Issue is a negotiated bond sale, assist client in selecting an underwriter and coordinate the bond sales process.
13. Coordinate closing of the new Issue with Client and other parties.
14. Evaluate potential refunding opportunities on outstanding Issues.

B. Other Services Under Separate Agreement. If requested by Client, MFSOK may provide other services including but not limited to:

1. Estimate of Needs review or preparation.
2. Debt capacity analysis.
3. Cash defeasance or redemption services.

C. Continuing Disclosure Assistance
1. Assisting the Client annually in compiling the financial information and operating data set forth in their Continuing Disclosure Agreement ("CDA") included in any Official Statement; and
2. If necessary, assisting the Client in preparing their "Failure to File Notice" should documents not be available for filing within the prescribed time frame designated in the CDA; and
3. Upon request, assisting the Client in their submission of the aforementioned information to the Electronic Municipal Marketplace Access system ("EMMA").

MFSOK's services are limited to those specifically set forth herein.

II. Compensation and Reimbursements

A. New Issues and Refunding Issues. For services as Municipal Advisor to the Client, MFSOK shall be paid at the time of closing a fee calculated as follows:

(1) For services as municipal advisor to the Issuer, MFSOK shall be paid a fixed fee at the time of issuance of the 2026 Note of one-half of one percent (0.50%) of the original principal amount of the 2026 Note.

(2) For services as municipal advisor to the Issuer, MFSOK shall be paid a fixed fee at the time of issuance of the 2027 Bonds of one-half of one percent (0.50%) of the original principal amount of the 2027 Bonds.

B. Expenses for New Issues and Refunding Issues. MFSOK shall also be paid a fixed amount of $2,500.00 per transaction to cover expenses incurred as part of the transaction, provided that any filing, publication, recording or printing costs or similar third-party costs required in connection with the Issue shall be paid directly by the Client.

C. Payment and Contingency for New Issues and Refunding Issues. Payment for all fees and expenses shall be made at closing from proceeds of the Issue or from other available funds of the Client and shall be contingent upon closing of the Issue.

III. Term and Termination

A. Term of Agreement. Unless terminated as provided herein, the terms of this Agreement shall be in place from the date approved by the Client until June 30, 2028.

B. Termination of Agreement and Services. This Agreement and all Municipal Advisor services to be rendered hereunder may be terminated at any time by written notice from either party, with or without cause, with at least thirty (30) days' notice. In that event, all finished and unfinished documents prepared for the Client, shall, at the option of Client, become its property and shall be delivered to it or any party it may designate, provided that MFSOK shall have no liability whatsoever for any subsequent use of such documents.

IV. Successors and Assigns

MFSOK may not assign its obligations under this Agreement without the written consent of Client except to a successor partnership or corporation to which all or substantially all of the assets and operations of MFSOK are transferred. Client may assign its rights and obligations under this Agreement to (but only to) any other public entity that incurs the loan. Client shall not otherwise assign its rights and obligations under this Agreement without written consent of MFSOK. All references to MFSOK and Client in this Agreement shall be deemed to refer to any successor of MFSOK and to any such assignee of Client and shall bind and inure to the benefit of such successor and assignee whether so expressed or not.

V. Municipal Advisor Registration and Acknowledgement

Pursuant to Municipal Securities Rulemaking Board Rule (MSRB) G-10, on Investor and Municipal Advisory Client Education and Protection, Municipal Advisors are required to provide certain written information to their municipal advisory client and/or obligated person clients which include the following:

Municipal Finance Services, Inc. is currently registered as a Municipal Advisor with the U.S. Securities and Exchange Commission (SEC) and the MSRB.

Within the MSRB website at www.msrb.org, the Client may obtain the Municipal Advisory client brochure that is posted on the MSRB website. The brochure describes the protections that may be provided by the MSRB Rules along with how to file a complaint with financial regulatory authorities.

VI. Conflict of Interest Statement

As of the date of this agreement, MFSOK has performed a reasonable diligence to determine if there are any conflicts of interest that should be brought to the attention of the Client. During the diligence process, MFSOK has determined that no material conflict of interest has been identified, however, would like to provide the following disclosures:

MFSOK serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of another MFSOK client. For example, MFSOK serves as municipal advisor to other clients and, in such cases, owes a regulatory duty to such other clients just as it does to the Client. These other clients may, from time to time and depending on the specific circumstances, have competing interests. In acting in the interests of its various clients, MFSOK could potentially face a conflict of interest arising from these competing client interests. MFSOK fulfills its regulatory duty and mitigates such conflicts through dealing honestly and with the utmost good faith with its clients.

The compensation arrangement included in Section II includes a component that is based on the size and completion of a transaction. Consistent with certain regulatory requirements, MFSOK hereby discloses that such contingent and/or transactional compensation presents a conflict of interest regarding MFSOK's ability to provide unbiased advice to enter into such transaction. The contingent fee arrangement creates an incentive for MFSOK to recommend unnecessary financings or financings that are disadvantages to the client, or to advise client to increase the size of the issue. This viewed conflict of interest will not impair MFSOK's ability to render unbiased and competent advice or to fulfill its fiduciary duty. The fee paid to MFSOK increases the cost of borrowing to the Client. The increased cost occurs from compensating MFSOK for municipal advisory services provided.

If MFSOK becomes aware of any other actual or potential conflict of interest not mentioned above during this agreement, MFSOK will promptly provide the Client a supplement written disclosure with sufficient details of the change, if any, which will allow the Client to evaluate the situation.

VII. Legal Events and Disciplinary History

A regulatory disclosure action has been made on MFSOK's Form MA and on Form MA-I for two of MFSOK's municipal advisory personnel relating to a 2017 U.S. Securities and Exchange Commission ("SEC") order. The details of which are available in Item 9; C (2), C (4), C (5) and the corresponding regulatory action DRP section on Form MA and Item 6: C (2), C (4), C (5), C (6) and the corresponding regulatory action DRP section on Form MA-I for both Rick A. Smith and Jon Wolff. In addition, the Oklahoma Department of Securities adopted the above proceedings which are identified in Item 9; D (2), D (4) and the corresponding regulatory action DRP section on Form MA.

The Client may electronically access MFSOK's most recent Form MA and each most recent Form MA-I filed with the Commission at the following website:

www.sec.gov/edgar/searchedgar/companysearch.html.

There has been no change to any legal or disciplinary event that has been disclosed on MFSOK's SEC registration for MA filings since December 18, 2017.

VIII. Fiduciary Duty

MFSOK is registered as a Municipal Advisor with the SEC and MSRB. As such, MFSOK has a Fiduciary duty to the Client and must provide both a Duty of Care and a Duty of Loyalty that entails the following.

Duty of Care:

A. exercise due care in performing its municipal advisory activities;

B. possess the degree of knowledge and expertise needed to provide the Client with informed advice;

C. make a reasonable inquiry as to the facts that are relevant to the Client's determination as to whether to proceed with a course of action or that form the basis for any advice provided to the Client; and

D. undertake a reasonable investigation to determine that MFSOK is not forming any recommendation on materially inaccurate or incomplete information; MFSOK must have a reasonable basis for:

   a. any advice provided to or on behalf of the Client;

   b. any representations made in a certificate that it signs that will be reasonably foreseeably relied upon by the Client, any other party involved in the municipal securities transaction or municipal financial product, or investors in the Client's securities; and

   c. any information provided to the Client or other parties involved in the municipal securities transaction in connection with the preparation of an official statement.

Duty of Loyalty:

MFSOK must deal honestly and with the utmost good faith with the Client and act in the Client's best interests without regard to the financial or other interests of MFSOK. MFSOK will eliminate or provide full and fair disclosure (included herein) to Client about each material conflict of interest (as applicable). MFSOK will

not engage in municipal advisory activities with the Client as a municipal entity, if it cannot manage or mitigate its conflicts in a manner that will permit it to act in the Client's best interests. As of the date of receipt of this attachment, MFSOK has performed a reasonable diligence to determine if there are any conflicts of interest that should be brought to the attention of the Client.

IX. Recommendations

If MFSOK makes a recommendation of a municipal securities transaction or municipal financial product or if the review of a recommendation of another party is requested in writing by the Client and is within the scope of the engagement, MFSOK will determine, based on the information obtained through reasonable diligence of MFSOK whether a municipal securities transaction or municipal financial product is suitable for the Client. In addition, MFSOK will inform the Client of:

A. the evaluation of the material risks, potential benefits, structure, and other characteristics of the recommendation;

B. the basis upon which MFSOK reasonably believes that the recommended municipal securities transaction or municipal financial product is, or is not, suitable for the Client; and

C. whether MFSOK has investigated or considered other reasonably feasible alternatives to the recommendation that might also or alternatively serve the Client's objectives.

If the Client elects a course of action that is independent of or contrary to the advice provided by MFSOK, MFSOK is not required on that basis to disengage from the Client.

X. Record Retention

Pursuant to SEC and MSRB record retention regulations, Municipal Finance Services, Inc. will maintain in writing, all communication and created documents between Municipal Finance Services, Inc. and the Client for six (6) years.

Notices

Any and all notices pertaining to this Agreement shall be sent by U.S. Postal Service, first class, postage prepaid to:

MFSOK:

Municipal Finance Services, Inc.
Attn: Jon Wolff, President
P.O. Box 747
Edmond, OK 73034

CLIENT:

City of Muskogee
Attn: Mayor
P.O. Box 1927
Muskogee, OK 74402-1927

Muskogee Redevelopment Authority
Attn: Chairman
P.O. Box 1927
Muskogee, OK 74402-1927

Acceptance

If there are any questions regarding the above, please do not hesitate to contact MFSOK. If the foregoing terms meet with your approval, please indicate your acceptance by executing all original copies of this letter and keeping one copy for your file.

By signing this agreement, the Client acknowledges the provisions set forth in the agreement and understands its respective rights, duties, and responsibilities. Furthermore, the Scope of Services contained herein have been reviewed and are hereby approved.

Client and MFSOK have entered into this Agreement by the duly authorized representatives which was approved on _____, 2026**,** at a meeting duly called and held in full compliance with the Oklahoma Open Meeting Act.

MUNICIPAL FINANCE SERVICES, INC.

By: _____
Jon Wolff, President

CITY OF MUSKOGEE, OKLAHOMA

By: _____
Mayor

MUSKOGEE REDEVELOPMENT AUTHORITY

By: _____
Chairman

Regular City Council **9.**

Meeting Date: 10/26/2026

Submitted For: Kendal Francis, City Manager **Initiator:** Leslie Arnold, Legal Assistant

Department: City Attorney

Staff Information Source: City Attorney

Information

AGENDA ITEM TITLE:

Receive report and consider approval of the FY2026-2027 Cooperative Agreement, in the amount of $68,600.00, between the City of Muskogee and Neighbors Building Neighborhoods, to encourage, develop, promote, and train not-for-profit activities in the methods of applying for and administering awarded grants that enhance the economic well-being of the City of Muskogee, and take other necessary action. (Kendal Francis)

BACKGROUND:

This is the annual cooperative agreement between the City of Muskogee and Neighbors Building Neighborhoods to encourage, develop, promote, and train non-for-profit activities in the methods of applying for and administering awarded grants that enhance economic development. The City agrees to pay Neighbors Building Neighborhoods a total amount of Sixty Eight Thousand Six Hundred Dollars ($68,600.00) for said services between July 1, 2026, and June 30, 2027. Attached is a copy of the Agreement for review.

RECOMMENDED ACTION:

Approve the agreement.

Fiscal Impact

Attachments

Agreement
FY2026 budget
FY2027 budget
Grant report

THE CITY OF MUSKOGEE, OKLAHOMA AND NEIGHBORS BUILDING NEIGHBORHOODS, INC. COOPERATIVE AGREEMENT

THIS AGREEMENT is entered into this 1st day of July, 2026, (the "Effective Date") by and between the City of Muskogee, Oklahoma (hereinafter, "City") and the Neighbors Building Neighborhoods, Inc., a private not for profit Oklahoma corporation doing business as Muskogee Nonprofit Resource Center (hereinafter, the "NBN").

WHEREAS, NBN was organized as an Oklahoma not for profit corporation in 2001, and

WHEREAS, the City has as one of its stated public purposes an interest in promoting the economic well-being of local community organizations, and

WHEREAS, one of the stated purposes of NBN is the enhancement of the ability of local organizations to provide needed services to the community, and

WHEREAS, the purposes of entering into this agreement are to assist in provision of funding for: (1) to provide comprehensive grant seeking and grant writing services to the City to enhance the city's ability to apply for and receive grants for which it qualifies; (2) to provide support for community events and initiatives of the city, including, but not limited to, prescription takeback programs, sharps disposal, and advertising of the same; (3) to provide THC, tobacco and vaping educational training for minors who receive a citation for offenses involving Possession of Intoxication Beverage/Public Intoxication, or Minor in Possession of Tobacco, or Disorderly Conduct; (4) to create a cooperative partnership between the City and NBN aimed at achieving these goals and objectives, and

WHEREAS, the Council of the City of Muskogee, Oklahoma, has determined that continued operation of NBN fulfills the public purpose of the City in promoting the economic well-being and development of the community,

NOW THEREFORE, in consideration of the mutual promises and other good and valuable consideration exchanged herein, the parties hereby acknowledge and agree as follows:

SECTION I. INTENT AND PURPOSE

The intent and purpose of this Agreement is for the City to contract the services of the NBN so that the NBN can effectively implement, train, develop and apply for grants and grant activities on behalf of the City and other not for profit activities that enhance the economic well-being of the Muskogee community.

SECTION II. Creation of Independent Contract

The NBN agrees to act as the Independent Contractor of the City in implementing this Agreement in compliance with all Laws and Statutes applicable to the accounting, reporting, recording, and retention of all revenues and expenditures of funds including to the extent applicable: the Municipal Budget Act, Title 11, Oklahoma Statues, Chapter 17; the Oklahoma Open Meetings Act, Title 25, Oklahoma Statutes, § 301 et seq; and the Oklahoma Open Records Act, Title 51, Oklahoma Statutes, § 24A.1 et seq. The NBN will report and document revenues and expenditures to insure the City's ability to comply with the above statutes.

SECTION III. Services to be performed by NBN

The NBN shall consistent with the terms of this agreement, encourage, develop, promote, and train not for profit activities in the methods of applying for and administering awarded grants that enhance the economic well-being of the City of Muskogee. In addition, NBN will research, find, develop and apply for grants on behalf of the City. In this regard NBN shall apply for grants on behalf of the City only after approval of the City Manager and if required the City Council. <u>For purposes of grant applications and administration of the same, NBN shall act as the bona fide agent of the City of Muskogee.</u>

SECTION IV. Budgeting of Funds

a. The NBN shall, no later than April 1st, submit an annual budget for approval by the City. The budget will be submitted in two (2) categories – Grant Training and Development and Administrative Costs. The Budget for FY 2026-2027 is attached hereto as Exhibit A.

b. City Council agrees to allocate funds to the NBN not to exceed the amount specified in the City's approved Budget for the services to be performed under this Agreement, for fiscal year 2026-2027, said allocation is Sixty-Eight Thousand Six Hundred Dollars ($68,600.00) dollars. Any claim submitted to the City must be presented in writing and verified in the manner provided by law. No account or claim may be paid by the City unless it has been reviewed and approved by the Muskogee City Council and an entry of the account or claim made in the proper books kept for that purpose. Those approved will be processed and paid within twenty (20) days of submission. Only the expenditures approved as a part of the budget shall be paid based on properly documented claims.

c. The City Treasurer will be responsible for monitoring compliance with the terms of this Agreement and will promptly report in writing possible non-compliance to the City Manager.
d. All revenue not expended by June 30 of the contract year which the NBN received from the City for services performed under this Agreement, shall be returned to the City by July 15 of the next fiscal year.

SECTION V. Accountability

The NBN shall maintain integrity of the tax revenues at all times and a general accounting ledger for these funds in a manner sufficient to enable City to comply with appropriate governmental accounting standards.

SECTION VI. Reporting

a. Annual Expenditures. The NBN shall deliver to the City Treasurer a revenue and expenditure report itemizing the expenditures by categories in an acceptable format.
a. Reports. Annually, NBN shall furnish the City Council a report summarizing accomplishments in sufficient detail of year-to-date activities to allow a determination of value received and goals met as a means of measuring success and return on investment. This report shall be briefed to City Council no later than the second regular Council meeting of the month of May 1st.
b. Annual Audit. The NBN further agrees to provide the City Treasurer with a copy to the City Clerk of its annual audit within thirty (30) days after the audit report is received by the NBN. The audit shall be an annual examination by an independent Certified Public Accountant of the NBN's financial records made in accordance with generally accepted auditing procedures.

SECTION VII. Maintenance and Disposition of Records

a. NBN Responsibilities. The NBN shall maintain a record of revenues, expenditures, accounts and transactions fully supported by invoices and appropriate documentation to show that expenditures were made in accordance with the terms of this agreement and the approved budget. These records shall be maintained in accordance with the terms of this agreement and the approved budget. These records shall be maintained in accordance with generally accepted accounting procedures. Copies of all required documents shall be furnished to the City upon request.
b. City Responsibilities. All records received from the NBN shall be maintained as records of the City with disposition of the records to be as required by law or special resolution of the City Council.

SECTION VIII. Administration

a. The NBN agrees to employ qualified and competent personnel to implement the intent of this Agreement, and NBN agrees to provide all the management and administrative services the requirements of Section III hereof. Expenses directly attributable to the services provided by the NBN pursuant to this Agreement shall be allocated as part of the budget process. Expenses which are attributable, directly or indirectly, solely to NBN member services, or other NBN functions outside the scope or purpose of services within the scope of this Agreement shall be allocated to NBN funds and not the funds provided herein.
b. NBN further agrees to grant City staff access to NBN's files, and other information services and data relative to activities necessary to implement the intent of this Agreement.

SECTION IX. Insurance and Indemnification

NBN agrees to carry public liability insurance with an insurance company or companies authorized for business in the State of Oklahoma, with said companies to have at least an "A" rating by A.M. Best Company, insuring NBN and City against liability for injuries to persons (including wrongful death) and damage to property, with liability limits of not less than $2,000,000.00 in the aggregate. NBN shall furnish City with a certificate of such insurance upon acceptance of this Agreement, which insurance shall provide specified amounts of insurance in no way limits the liability of NBN and NBN shall forever indemnify, defend, and save harmless City, its officials and employees, from all claims, suits, demands, and actions arising from or in any way connected with the execution and implementation of this Agreement, provided however, that the NBN shall not be liable beyond any applicable statute of limitations.

SECTION X. Right of Review

NBN understands and agrees that the purpose of this agreement is to serve the general public; therefore, City shall have the right to review proposals and plans developed by the NBN in carrying out the activities described herein. In case of disagreement between the parties with respect to the provisions of this section, the disagreement shall be resolved by the official act of the governing body of each party.

SECTION XI. Term of Agreement; Termination of Agreement

This agreement shall be for a one (1) year period commencing on the Effective Date and ending on June 30, 2027, unless this agreement is terminated prior to each expiration date upon the following condition:

Upon ninety (90) days written notice by one party to the other party, said notice to be sent to:

a. City Manager
   City of Muskogee
   PO Box 1927
   Muskogee, OK 74402

b. President
   Neighbors Building Neighborhoods
   dba Muskogee Nonprofit Resource Center
   207 N. 2nd Street
   Muskogee, OK 74401

SECTION XII. Non-transferable

NBN agrees not to assign or otherwise transfer this Agreement or rights therein contained without prior written approval of City.

SECTION XIII. Non-discrimination

In connection with the performance of services under this Agreement, the NBN agrees not to discriminate against any employed or applicant for employment because of race, creed, color, national origin, sex, disability or ancestry. The NBN further agrees to take affirmative action to insure that employees are provided equal opportunity in employment, promotion, transfer, rates of pay or other forms of compensation and selection for training.

SECTION XIV. Waiver

The waiver by the City of any breach of any term, condition, or covenant herein contained shall not be deemed a waiver of any subsequent breach of the same, or any other term, condition or covenant.

SECTION XV. Acknowledgement of Assistance

NBN and its programs, including the Muskogee Non Profit Resource Center, agrees that is shall include the following credit line on all printed promotional and program materials and on the agency's website: With assistance from the City of Muskogee.

IN WITNESS WHEREOF, the parties hereto affix their hands and seals the day and year first above written.

CITY OF MUSKOGEE, OKLAHOMA
A Municipal Corporation

_____
RYAN LOWE, Mayor

Attest:

_____
TAMMY L. TRACY, City Clerk

Approved as to form and legality as to the City of Muskogee this _____ day of _____, 2026.

_____
City Attorney

NEIGHBORS BUILDING NEIGHBORHOODS, INC.
An Oklahoma Non-Profit Corporation

_____
CHAIRMAN OF THE BOARD

NBN Budget Request to City of Muskogee for FY 2026

Grants Administration	$ 31,500.00	Administrative oversight and coordination of various grants, ensuring compliance with program requirements, and timely reporting. Administrative duties include tracking expenditures, reporting performance outcomes, coordinating partner activities, and maintaining documentation and records required by funders.
Proposal Writing	$ 27,750.00	Development and submission of grant applications to sustain and expand programming for the City of Muskogee. The budget includes time for researching funding opportunities, writing proposals, collecting necessary data, and coordinating with stakeholders. ***Based on currently identified projects.*
Prevention Programs	$ 7,000.00	Covers direct costs for implementing the twice-yearly prescription takeback initiative hosted on behalf of the city as part of the City of Muskogee Household Pollutant events. Costs include the printing of water bill inserts, ensuring the sharps disposal box and prescription disposal box remain accessible, paying for the collection and destruction of medication and sharps by SteriCycle, and providing THC and vaping alternatives to fines education classes for the City of Muskogee Municipal Juvenile Court.
Community Support and Event	$ 2,350.00	Coordination and implementation of community engagement events including MLK Day parade and other community events include planning, facilitation, and staff time to lead community outreach activities focused on supporting these events.
Total Request	**$ 68,600.00**	

NBN Budget Request to City of Muskogee FY 2027

Grants Administration	$ 31,500.00	Administrative oversight and coordination of various grants, ensuring compliance with program requirements, and timely reporting. Administrative duties include tracking expenditures, reporting performance outcomes, coordinating partner activities, and maintaining documentation and records required by funders.
Proposal Writing	$ 27,750.00	Development and submission of grant applications to sustain and expand programming for the City of Muskogee. The budget includes time for researching funding opportunities, writing proposals, collecting necessary data, and coordinating with stakeholders. ***Based on currently identified projects.*
Prevention Programs	$ 7,000.00	Covers direct costs for implementing the twice-yearly prescription takeback initiative hosted on behalf of the city as part of the City of Muskogee Household Pollutant events. Costs include the printing of water bill inserts, ensuring the sharps disposal box and prescription disposal box remain accessible, paying for the collection and destruction of medication and sharps by SteriCycle, and providing THC and vaping alternatives to fines education classes for the City of Muskogee Municipal Juvenile Court.
Community Support and Event	$ 2,350.00	Coordination and implementation of community engagement events including MLK Day parade and other community events include planning, facilitation, and staff time to lead community outreach activities focused on supporting these events.
Total Request	**$ 68,600.00**	

CITY OF MUSKOGEE GRANT SERVICES REPORT PACKET

This packet presents the documented results of grant services provided by Neighbors Building Neighborhoods of Muskogee, Inc. (NBN) to the City of Muskogee from 2019 through 2026, along with the annual contract fee schedule for the same period. During the contract period, NBN prepared 78 submissions on behalf of the City, resulting in 37 awarded projects, $68,763,564.72 in requested funding, and $7,216,308.08 in awarded funding.

The City invested $356,000.00 in contract fees with NBN from 2019 through 2026. The documented awards equal $20.27 in grant dollars for every $1 the City spent on the contract. On a net basis, that is an ROI of 1,927.1%, using awarded dollars as the measurable return.

Executive Summary

Through this contract, Neighbors Building Neighborhoods provided grant development and grant management services across multiple City functions: the City of Muskogee Public Works Department, the City of Muskogee Police Department, Planning, Fire, Parks and Recreation, Information Technology, Emergency Management, and Swim and Fitness. NBN's work covered the full grant cycle, from identifying projects and preparing submissions to documenting awards and continuing to pursue pending and declined opportunities.

The largest award totals came from NBN's work with the City of Muskogee Public Works Department and the City of Muskogee Police Department, so the contract produced value for both infrastructure and public safety priorities. This is a conservative financial case. It counts only documented award dollars. It gives no value to NBN's strategy, technical assistance, or coordination across departments, or to the professional work behind submissions that weren't funded.

Financial Highlights

Measure	Value
Contract period	2019-2026
Total submissions	78
Awarded projects	37
Requested dollars	$68,763,564.72
Awarded dollars	$7,216,308.08
Total contract fees	$356,000.00
Award dollars per $1 of fees	$20.27
Net ROI	1,927.0%

From 2019 through 2026, the City of Muskogee invested $356,000.00 in grant services and documented $7,216,308.08 in awarded grant funding, producing approximately $20.27 in awarded funds for every $1 spent on the contract.

Annual Performance

Annual results show steady contract activity with especially large, documented awards in 2022 and 2024. The annual ROI view shows that even the lower-return years still produced documented awards above annual contract cost.

Year	Submitted Projects	Awarded Projects	Requested	Awarded	Contract Fee	Net ROI
2019	4	2	$1,193,556.00	$69,999.50	$35,000.00	100.0%
2020	8	5	$3,476,862.82	$429,442.50	$35,000.00	1,127.0%
2021	10	4	$2,806,619.82	$753,240.00	$35,000.00	2,052.1%
2022	20	6	$46,620,571.00	$2,046,663.00	$35,000.00	5,747.6%
2023	10	7	$1,232,380.00	$377,080.00	$40,000.00	842.7%
2024	12	8	$5,069,237.00	$3,092,884.00	$40,000.00	7,632.2%
2025	7	2	$7,038,764.64	$341,363.64	$68,600.00	402.0%
2026	10*	3*	$3,704,581.53*	$426,038.00*	$68,600.00	521.04%

**2026 is year-to-date. NBN is actively working with the City of Muskogee on several applications, and this is information will be updated upon submission and determination through the remaining months of 2026.*

Department	Submissions	Awarded Projects	Awarded Dollars
Muskogee Public Works Department	24	5	$4,695,615.00
Muskogee Police Department	24	20	$1,470,285.50
Planning	3	1	$482,228.00
Fire	12	4	$254,163.64
IT	3	3	$145,000.00
Parks and Recreation	6	3	$96,096.00
Emergency Management	1	1	$55,000.00
Muskogee-city county	1	1	$17,919.50
Swim and Fitness	1	1	$15,000.00
City of Muskogee- MLK	1	0	$0.00

Regular City Council **10.**

Meeting Date: 10/26/2026
Submitted For: Rick Ewing, Parks & Recreation
Initiator: Brooke Hall, Assistant Director of Parks and Recreation
Department: Parks & Recreation
Staff Information Source:

Information

AGENDA ITEM TITLE:

Consider approval to accept, authorize, and execute the recording of a Deed Restriction for Grandview Park real property, as required by the Oklahoma Tourism and Recreation Department, to secure grant funding from the Land and Water Conservation Fund Program, or take other necessary action. (Rick Ewing)

BACKGROUND:

The City of Muskogee was awarded a federal grant through the Land and Water Conservation Fund (LWCF) for the development/acquisition of **Grandview Park**. As a mandatory condition of receiving these grant funds and ensuring compliance with Section 6(f)(3) of the LWCF Act, the municipality/grantee must record a permanent deed restriction on the property title. This restriction ensures that the land will be maintained and dedicated strictly for public outdoor recreation use in perpetuity. The document must be approved by the governing body, signed, and subsequently recorded at the County Clerk's office for final grant reimbursement to be released.

RECOMMENDED ACTION:

Recommend approval.

Fiscal Impact

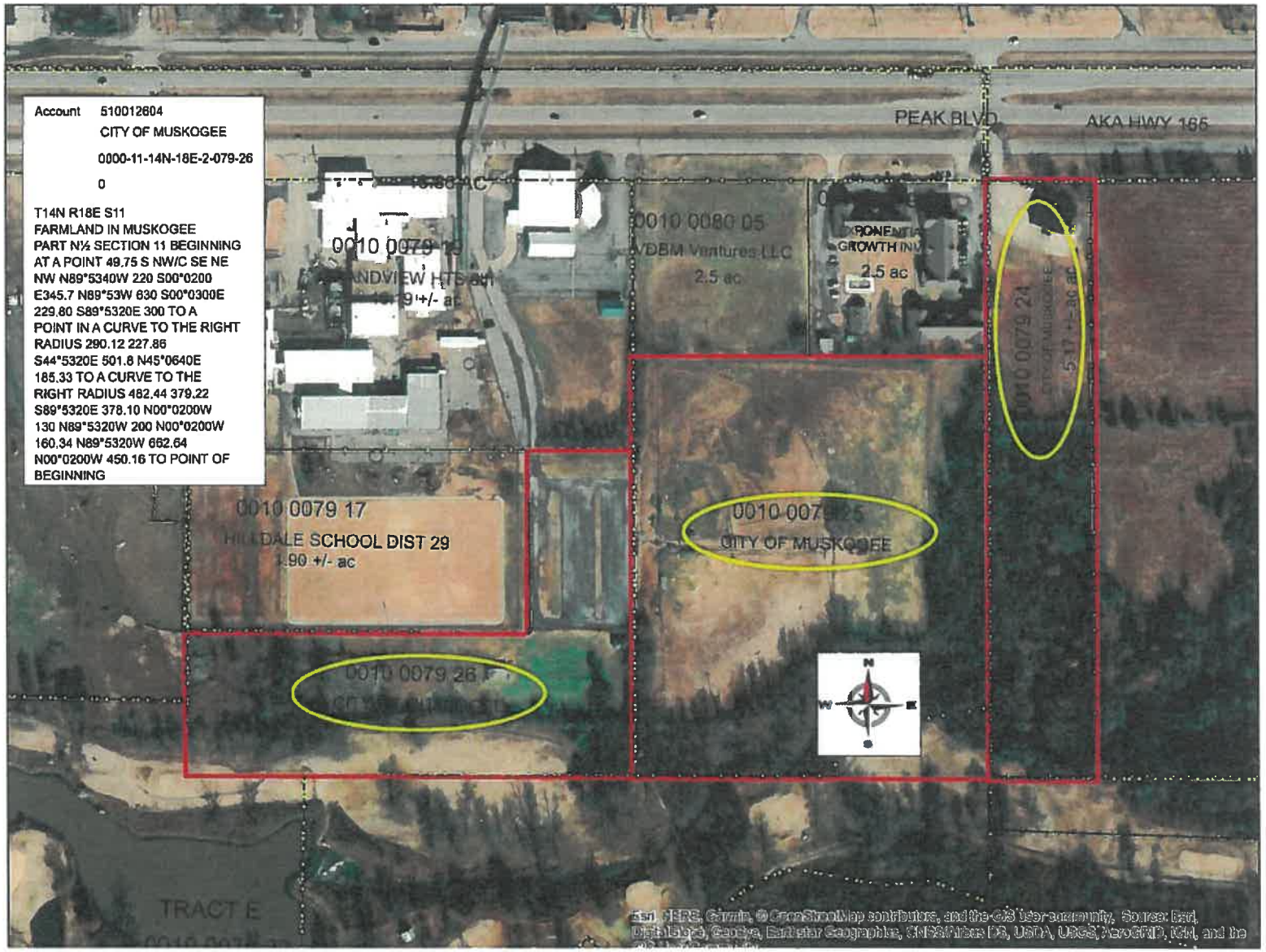
Attachments

Grandview Park boundary desriptions
Grandview Park Deed Restriction

LWCF Recreational Area
Grandview Park Redevelopment - 29 acres

Project Sponsor Mark Wilkerson

Date 8/20/20



Muskogee County
Assessment Property Record Card

Data provided by Ron Dean County Assessor

Date 07/21/2020
Time 16:15:57
Page 1

Assessment Data

Account	510012603
Parcel ID	0000-11-14N-18E-2-079-25
Cadastral ID	0010 0079 25
Property Type	REAL - Real Property
Property Class	E
Tax Area	36 - 29A-HILLDALE
Name ID	4467

CITY OF MUSKOGEE

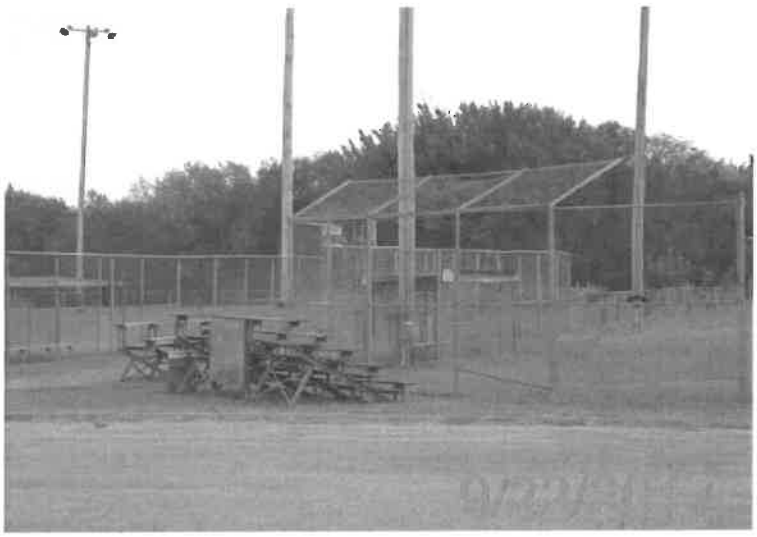
PO BOX 1927

MUSKOGEE OK 74402-1927

Parcel Location

Situs	
Subdivision	
Lot/Block	/
Sec/Twn/Rng	11 / 14 / 18 / 2
Neighborhood	11142218 - TOWNSHIP 14 RANGE 18
School District	I-29 - HILLDALE

Primary Image



CONVERTED IMAGE 9/25/2017

Legal Description

T14N R18E S11 FARMLAND IN MUSKOGEE S125.25 NE NE NW & N499 9 SE NE NW LS PT BK2018 PG173

Building Permits

Number	Description	Opened	Closed	Amount

Exemptions

Code	Type	Active	Maximum	Exemption

Sale History

Bk/Pg	Grantor	Date	Price	Code
1392/463		01/01/1900	0	0

Parcel Valuation

		Fair Cash	Capped	Asmnt Level	Assessed
Remove Cap	Land Value	0	0	11%	0
Year Frozen	Improvements	0	0		0
New Construction 0	Mobile Home	0	0		0
TIF Project ID	Total Value	0	0		0

Source REAL		Current Tax
Assessed	0	105.180
Penalty		0.00
Exemption	0	0.00
Total Taxable	0	0.00

Assessment History

Tax Year	Statement Number	Billed Owner	Tax Area	Total Value	Exemptions	Taxable Value	Billed Tax
2019	2019-0012603	CITY OF MUSKOGEE	36		0		.00
2018	2018-0012603	CITY OF MUSKOGEE	36		0		.00
2017	2017-0012603	CITY OF MUSKOGEE	36		0		.00
2016	2016-0012603	CITY OF MUSKOGEE	36		0		.00
2015	2015-0012603	CITY OF MUSKOGEE	36		0		.00
2014	2014-0012603	CITY OF MUSKOGEE	36		0		.00
2013	2013-0012603	CITY OF MUSKOGEE	36		0		.00
2012	2012-0012603	CITY OF MUSKOGEE	36		0		.00
2011	2011-0012603	CITY OF MUSKOGEE	36		0		.00
2010	2010-0012603	CITY OF MUSKOGEE	36		0		.00
2009	2009-0012603	CITY OF MUSKOGEE	36		0		.00
2008	2008-0012603	CITY OF MUSKOGEE	36		0		.00

Muskogee County
Assessment Property Record Card
Data provided by Ron Dean County Assessor

Lot Data

Lot Size	9.57 x 1
Lot Count	0
Units Buildable	0
Non-Ag Acres	
Topography	
Street Access	
Utilities	
Amenitys	
Value Model	1 DEFAULT
Value Method	Units-Buildable
Base Lot Value	.00 x .00 =
Factor Value	0
Adjustements	
Lot Value	

Primary Image

Cost Approach

Marshall Swift Manual Date	01/2019
Total Building Area	
Total Base Value	
Modifier Value	
Misc Improvements	
Replacement Cost New	
Phys/Func Depreciation Loss	
RCN Less Phys/Func	
Economic Depreciation	
RCNLD (All Sources)	
Depreciated Improvements	
Outbuilding Value	
Total Improvement Value	
Land Value	
Cost Approach Value	

Image Information

Image ID	2372
Image Date	9/25/2017
Name	12603_1.JPG
Description	CONVERTED IMAGE

Income Approach

Potential Gross Income (PGI)	
Vacancy & Collection Loss	
Miscellaneous Income	
Effective Gross Income (EGI)	
Total Expenses	
Net Operating Income (NOI)	
Income Capitalization Rate	
Indicated Value	

Value Reconciliation

Selected Valuation Method	Cost Approach
Total Improvement Value	
Land Value	
Total Appraised Value	

Muskogee County
Assessment Property Record Card
Data provided by Ron Dean County Assessor

Date 07/21/2020
Time 16:14:49
Page 1

Assessment Data

Account	510012602
Parcel ID	0000-11-14N-18E-1-079-24
Cadastral ID	0010 0079 24
Property Type	REAL - Real Property
Property Class	E
Tax Area	37 - 29B-HILLDALE
Name ID	4467

CITY OF MUSKOGEE

PO BOX 1927

MUSKOGEE OK 74402-1927

Parcel Location

Situs	00513 E PEAK
Subdivision	
Lot/Block	/
Sec/Twn/Rng	11 / 14 / 18 / 1
Neighborhood	11142218 - TOWNSHIP 14 RANGE 18
School District	I-29 - HILLDALE

Primary Image



CONVERTED IMAGE 9/25/2017

Legal Description

T14N R18E S11 FARMLAND IN MUSKOGEE S1114.90 W200 N½ NE

Building Permits

Number	Description	Opened	Closed	Amount

Exemptions

Code	Type	Active	Maximum	Exemption

Sale History

Bk/Pg	Grantor	Date	Price	Code

Parcel Valuation

Remove Cap	
Year Frozen	
New Construction	0
TIF Project ID	

	Fair Cash	Capped	Asmnt Level	Assessed
Land Value	0	0	11%	0
Improvements	0	0		0
Mobile Home	0	0		0
Total Value	0	0		0

Source	REAL	Current Tax
Assessed	0	105.180
Penalty		0.00
Exemption	0	0.00
Total Taxable	0	0.00

Assessment History

Tax Year	Statement Number	Billed Owner	Tax Area	Total Value	Exemptions	Taxable Value	Billed Tax
2019	2019-0012602	CITY OF MUSKOGEE	37		0		.00
2018	2018-0012602	CITY OF MUSKOGEE	37		0		.00
2017	2017-0012602	CITY OF MUSKOGEE	37		0		.00
2016	2016-0012602	CITY OF MUSKOGEE	37		0		.00
2015	2015-0012602	CITY OF MUSKOGEE	37		0		.00
2014	2014-0012602	CITY OF MUSKOGEE	37		0		.00
2013	2013-0012602	CITY OF MUSKOGEE	37		0		.00
2012	2012-0012602	CITY OF MUSKOGEE	37		0		.00
2011	2011-0012602	CITY OF MUSKOGEE	37		0		.00
2010	2010-0012602	CITY OF MUSKOGEE	37		0		.00
2009	2009-0012602	CITY OF MUSKOGEE	37		0		.00
2008	2008-0012602	CITY OF MUSKOGEE	37		0		.00

Muskogee County
Assessment Property Record Card
Data provided by Ron Dean County Assessor

Lot Data

Lot Size	x	
Lot Count		
Units Buildable		
Non-Ag Acres		
Topography		
Street Access		
Utilities		
Amenitys		
Value Model		
Value Method		
Base Lot Value		x .00 =
Factor Value	0	
Adjustements		
Lot Value		

Primary Image

Cost Approach

Marshall Swift Manual Date	01/2019
Total Building Area	
Total Base Value	
Modifier Value	
Misc Improvements	
Replacement Cost New	
Phys/Func Depreciation Loss	
RCN Less Phys/Func	
Economic Depreciation	
RCNLD (All Sources)	
Depreciated Improvements	
Outbuilding Value	
Total Improvement Value	
Land Value	
Cost Approach Value	

Image Information

Image ID	4793
Image Date	9/25/2017
Name	12602_1.JPG
Description	CONVERTED IMAGE

Income Approach

Potential Gross Income (PGI)	
Vacancy & Collection Loss	
Miscellaneous Income	
Effective Gross Income (EGI)	
Total Expenses	
Net Operating Income (NOI)	
Income Capitalization Rate	
Indicated Value	

Value Reconciliation

Selected Valuation Method	Cost Approach
Total Improvement Value	
Land Value	
Total Appraised Value	

Muskogee County
Assessment Property Record Card

Data provided by Ron Dean County Assessor

Date 07/21/2020
Time 16:16:59
Page 1

Assessment Data

Account	510012604
Parcel ID	0000-11-14N-18E-2-079-26
Cadastral ID	0010 0079 26
Property Type	REAL - Real Property
Property Class	E
Tax Area	36 - 29A-HILLDALE
Name ID	4467

CITY OF MUSKOGEE

PO BOX 1927

MUSKOGEE OK 74402-1927

Parcel Location

Situs	00401 E PEAK BLVD
Subdivision	
Lot/Block	/
Sec/Twn/Rng	11 / 14 / 18 / 2
Neighborhood	11142218 - TOWNSHIP 14 RANGE 18
School District	I-29 - HILLDALE

Primary Image



CONVERTED IMAGE 11/20/2017

Legal Description

T14N R18E S11 FARMLAND IN MUSKOGEE PART N½ SECTION 11 BEGINNING AT A POINT 49.75 S NW/C SE NE

Building Permits

Number	Description	Opened	Closed	Amount

Exemptions

Code	Type	Active	Maximum	Exemption

Sale History

Bk/Pg	Grantor	Date	Price	Code
1392/463		01/01/1900	0	0

Parcel Valuation

Remove Cap			Fair Cash	Capped	Asmnt Level	Assessed	Source REAL	Current Tax
Year Frozen		Land Value	14,420	0	11%	0	Assessed 0	105.180
New Construction	0	Improvements	25,867	0		0	Penalty	0.00
TIF Project ID		Mobile Home	0	0		0	Exemption 0	0.00
		Total Value	40,287	0		0	Total Taxable 0	0.00

Assessment History

Tax Year	Statement Number	Billed Owner	Tax Area	Total Value	Exemptions	Taxable Value	Billed Tax
2019	2019-0012604	CITY OF MUSKOGEE	36	40,287	0	4,431	479.00
2018	2018-0012604	CITY OF MUSKOGEE	36	40,287	0	4,431	485.00
2017	2017-0012604	CITY OF MUSKOGEE	36	40,287	0	4,431	415.00
2016	2016-0012604	CITY OF MUSKOGEE	36	40,287	0	4,431	404.00
2015	2015-0012604	CITY OF MUSKOGEE	36	40,287	0	4,431	394.00
2014	2014-0012604	CITY OF MUSKOGEE	36	40,287	0	4,431	394.00
2013	2013-0012604	CITY OF MUSKOGEE	36	50,367	0	5,540	420.00
2012	2012-0012604	CITY OF MUSKOGEE	36	50,367	0	5,540	422.00
2011	2011-0012604	CITY OF MUSKOGEE	36	50,367	0	5,540	422.00
2010	2010-0012604	CITY OF MUSKOGEE	36	50,367	0	5,540	420.00
2009	2009-0012604	CITY OF MUSKOGEE	36	50,367	0	5,540	422.00
2008	2008-0012604	CITY OF MUSKOGEE	36	50,367	0	5,540	463.00

Muskogee County
Assessment Property Record Card
Data provided by Ron Dean County Assessor

Lot Data

Lot Size	14.42 x 1		
Lot Count	1		
Units Buildable	1000		
Non-Ag Acres			
Topography			
Street Access			
Utilities			
Amenitys			
Value Model	1 DEFAULT		
Value Method	Units-Buildable		
Base Lot Value		14,420.00 x 1.00 =	14,420
Factor Value	0		
Adjustements			
Lot Value	14,420		

Primary Image

Cost Approach

Marshall Swift Manual Date	01/2019
Total Building Area	
Total Base Value	
Modifier Value	
Misc Improvements	
Replacement Cost New	
Phys/Func Depreciation Loss	
RCN Less Phys/Func	
Economic Depreciation	
RCNLD (All Sources)	
Depreciated Improvements	
Outbuilding Value	
Total Improvement Value	
Land Value	14,420
Cost Approach Value	14,420

Image Information

Image ID	2373
Image Date	11/20/2017
Name	12604_1.JPG
Description	CONVERTED IMAGE

Income Approach

Potential Gross Income (PGI)	
Vacancy & Collection Loss	
Miscellaneous Income	
Effective Gross Income (EGI)	
Total Expenses	
Net Operating Income (NOI)	
Income Capitalization Rate	
Indicated Value	

Value Reconciliation

Selected Valuation Method	Cost Approach
Total Improvement Value	
Land Value	14,420
Total Appraised Value	14,420

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

This DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS (the "Declaration") is made this 26th day of October, 2026, by the **City of Muskogee**, a municipal corporation organized and existing under the laws of the State of Oklahoma (hereinafter referred to as the "City").

RECITALS:

WHEREAS, City is the owner in fee simple of certain real property located at 315 Peak Blvd, Muskogee, OK, known as Grandview Park, and more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, City has received federal financial assistance from the Land and Water Conservation Fund Act, 54 U.S.C. §§ 200301 *et seq*. ("LWCF"), under Project Number 40-01253, approved by the National Park Service ("NPS") and administered through the Oklahoma Department of Tourism and Recreation (or designated State Liaison Officer); and

WHEREAS, a condition of said LWCF assistance is compliance with Section 6(f)(3) of the LWCF Act, which dictates that property acquired or developed with LWCF funds shall not be converted to other than public outdoor recreation uses without the explicit approval of the Secretary of the Interior.

NOW, THEREFORE, City hereby declares that the Property shall be held, transferred, and conveyed subject to the following:

1. Perpetual Outdoor Recreation Use. The Property shall be permanently maintained and used exclusively for public outdoor recreation purposes in accordance with 54 U.S.C. § 200305(f)(3) and related regulations (36 C.F.R. Part 59).

2. Prohibition on Conversion. No portion of the Property within the approved LWCF 6(f)(3) boundary map shall be converted to other than public outdoor recreation uses without the prior written approval of the Secretary of the Interior, acting through the NPS. Without the approval of the Secretary of the Interior, acting through NPS, the City or any subsequent holder of any right, title or interest to the Property shall not convey the property for private use or non-public outdoor recreation use, permit non-outdoor recreation use of the Property, develop indoor facilities on the Property without NPS approval, or permit the termination of the use of the Property as a public outdoor recreation area. Any approved conversion must meet the statutory and regulatory criteria of replacing converted land including but not limited to replacing the Property with property of at least equal fair market value and reasonably equivalent usefulness and location. Such approval may be granted only in accordance with the State Comprehensive Outdoor Recreation Plan and upon such conditions as the Secretary of the Interior deems necessary to assure the substitution of other real property in accordance with the LWCF.

3. Public Access. City agrees to operate the Property in compliance with the LWCF, 36 C.F.R. Part 59, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990. The Property shall remain open and accessible to the general public for outdoor recreation purposes at all reasonable times, subject only to reasonable rules, regulations, and fee schedules established by the City.

4. Enforcement. This Declaration shall run with the land in perpetuity and bind all future owners, successors, assigns, and any other party having or acquiring any right, title, or interest in the Property. This Declaration shall inure to the benefit of the State Liaison Officer, the Oklahoma Department of Tourism and Recreation, and the National Park Service, who shall have the right to enforce these restrictions through appropriate legal proceedings.

5. Amendment. This Declaration may be amended or modified in accordance with the LWCF and state implementing regulations.

6. Termination. This Declaration shall automatically terminate if the Property is no longer subject to the LWCF.

IN WITNESS WHEREOF, the City has executed this Declaration on the date first written above.

CITY OF MUSKOGEE, OKLAHOMA ATTEST:

Ryan Lowe, Mayor City Clerk

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) SS:
COUNTY OF MUSKOGEE)

Before me, the undersigned, a Notary Public in and for said County and State, on this 26th day of October, 2026, personally appeared Ryan Lowe, to me known to be the identical person who executed the within and foregoing instrument in his representative capacity as the Mayor of the City of Muskogee, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

_____
Notary Public
My Commission Expires:

EXHIBIT A

LEGAL PROPERTY DESCRIPTION

The real property covered by this Declaration is located at **315 Peak Blvd, Muskogee, OK**, and is legally described as follows:

T14N R18E S11
FARMLAND IN MUSKOGEE
PART N½ SECTION 11 BEGINNING AT A POINT 49.75 S NW/C SE NE NW N89°5340W 220 S00°0200 E345.7 N89°53W 630 S00°0300E 229.80 S89°5320E 300 TO A POINT IN A CURVE TO THE RIGHT RADIUS 290.12 227.86 S44°5320E 501.8 N45°0640E 185.33 TO A CURVE TO THE RIGHT RADIUS 482.44 379.22 S89°5320E 378.10 N00°0200W 130 N89°5320W 200 N00°0200W 160.34 N89°5320W 662.64 N00°0200W 450.16 TO POINT OF BEGINNING

Regular City Council **11.**

Meeting Date: 10/26/2026

Submitted For: Jeff Reeves, Public Works **Initiator:** Ashley Wallace, Project Designer

Department: Public Works

Staff Information Source:

Information

AGENDA ITEM TITLE:

Consider approval of the lowest and best bid in the amount of $702,555.00, from Bolding Construction, LLC, for State Highway (SH) 165 Waterline Extension, Project No. 2026014, or take other necessary action. (Jeff Reeves)

BACKGROUND:

The SH 165 waterline extension will add a redundant 12" water line and will be sleeved with a 24" steel casing extending approximately 1200 linear feet.

The water line will run parallel with Hancock Street, and will be bored under SH 165 (Muskogee Turnpike). The project is anticipated to take 60 days.

The bid consisted of eight (8) responsive bidders. Bolding Construction, LLC was the apparent low bidder of the contract and is pre-qualified to do work with the City of Muskogee.

RECOMMENDED ACTION:

Staff recommends approval.

Fiscal Impact

Attachments

Bid Tab

Engineer's Recommendation

COWAN GROUP ENGINEERING, LLC
7100 N. CLASSEN BLVD., SUITE 500
OKLAHOMA CITY, OK 73116
405.463.3369 O
405.463.3381 F

Client City of Muskogee/Muskogee Municipal Authority
Project Name SH-165 Waterline Extension
Bid No. WL-26-001
Date September 16, 2026

I do solemnly swear that the below amount is correct, reasonable and just.

LICENSED PROFESSIONAL ENGINEER
MICHAEL TAYLOR
9/18/26
27655
OKLAHOMA

Michael Taylor, P.E.

BASE BID

ITEM NUMBER	DESCRIPTION	QTY	UNIT	BOLDING CONSTRUCTION, LLC		COOKS CONSULTING, LLC		KING EXCAVATING, INC.		HEARTLAND UTILITY SERVICES		MARSAU ENTERPRISES, INC.	
1	MOBILIZATION	1	LS	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 9,798.50	$ 9,798.50	$ 45,000.00	$ 45,000.00	$ 70,000.00	$ 70,000.00
2	CLEARING AND GRUBBING	1	LS	$ 2,000.00	$ 2,000.00	$ 1,000.00	$ 1,000.00	$ 5,000.00	$ 5,000.00	$ 6,375.00	$ 6,375.00	$ 14,000.00	$ 14,000.00
3	SOLID SLAB SOD	55	SY	$ 10.00	$ 550.00	$ 6.00	$ 330.00	$ 25.00	$ 1,375.00	$ 350.00	$ 19,250.00	$ 28.90	$ 1,589.50
4	STORMWATER POLLUTION PREVENTION PLAN	1	LS	$ 2,000.00	$ 2,000.00	$ 500.00	$ 500.00	$ 1,000.00	$ 1,000.00	$ 18,500.00	$ 18,500.00	$ 5,200.00	$ 5,200.00
5	24" STEEL CASING	1200	LF	$ 450.00	$ 540,000.00	$ 493.00	$ 591,600.00	$ 385.00	$ 462,000.00	$ 620.00	$ 744,000.00	$ 576.00	$ 691,200.00
6	12" PVC DR-18 WATERLINE (TRENCHING)	195	LF	$ 85.00	$ 16,575.00	$ 85.00	$ 16,575.00	$ 125.00	$ 24,375.00	$ 107.00	$ 20,865.00	$ 287.00	$ 55,965.00
7	12" PVC DR-18 WATERLINE (CASING)	1200	LF	$ 80.00	$ 96,000.00	$ 65.00	$ 78,000.00	$ 215.00	$ 258,000.00	$ 70.00	$ 84,000.00	$ 94.00	$ 112,800.00
8	12" GATE VALVE & BOX	1	EA	$ 6,000.00	$ 6,000.00	$ 5,000.00	$ 5,000.00	$ 8,200.00	$ 8,200.00	$ 10,750.00	$ 10,750.00	$ 6,380.00	$ 6,380.00
9	CONNECT TO EX. 6" WATER LINE	2	EA	$ 2,000.00	$ 4,000.00	$ 6,500.00	$ 13,000.00	$ 10,000.00	$ 20,000.00	$ 6,500.00	$ 13,000.00	$ 8,400.00	$ 16,800.00
10	6"X6" TAPPING SLEEVE & VALVE W/ BOX	1	EA	$ 4,000.00	$ 4,000.00	$ 4,700.00	$ 4,700.00	$ 6,250.00	$ 6,250.00	$ 456.00	$ 456.00	$ 7,740.00	$ 7,740.00
11	MECHANICAL JOINT FITTINGS	381	LB	$ 30.00	$ 11,430.00	$ 20.00	$ 7,620.00	$ 31.50	$ 12,001.50	$ 29.00	$ 11,049.00	$ 38.00	$ 14,478.00
12	CONSTRUCTION SIGNING AND TRAFFIC CONTROL	1	LS	$ 5,000.00	$ 5,000.00	$ 2,500.00	$ 2,500.00	$ 7,000.00	$ 7,000.00	$ 5,850.00	$ 5,850.00	$ 10,020.00	$ 10,020.00
13	TEMPORARY EROSION AND SEDIMENT CONTROL	1	LS	$ 3,000.00	$ 3,000.00	$ 1,500.00	$ 1,500.00	$ 5,000.00	$ 5,000.00	$ 6,500.00	$ 6,500.00	$ 7,150.00	$ 7,150.00
14	PRESSURE AND LEAKAGE TESTING	1	LS	$ 1,000.00	$ 1,000.00	$ 1,500.00	$ 1,500.00	$ 15,000.00	$ 15,000.00	$ 4,500.00	$ 4,500.00	$ 4,500.00	$ 4,500.00
15	DISINFECTION AND TESTING	1	LS	$ 1,000.00	$ 1,000.00	$ 1,500.00	$ 1,500.00	$ 15,000.00	$ 15,000.00	$ 5,500.00	$ 5,500.00	$ 6,000.00	$ 6,000.00
	BASE BID TOTAL			**$ 702,555.00**		**$ 735,325.00**		**$ 850,000.00**		**$ 995,595.00**		**$ 1,023,822.50**	

BASE BID

ITEM NUMBER	DESCRIPTION	QTY	UNIT	TRI-STAR UTILITIES, INC.		GOINS ENTERPRISES, INC.		GOODWIN & GOODWIN, INC.		BARNHART EXCAVATING *(BLANK BID SUBMITTED)*	
1	MOBILIZATION	1	LS	$ 60,000.00	$ 60,000.00	$ 45,000.00	$ 45,000.00	$ 50,000.00	$ 50,000.00		$ -
2	CLEARING AND GRUBBING	1	LS	$ 10,000.00	$ 10,000.00	$ 2,500.00	$ 2,500.00	$ 5,000.00	$ 5,000.00		$ -
3	SOLID SLAB SOD	55	SY	$ 100.00	$ 5,500.00	$ 100.00	$ 5,500.00	$ 10.00	$ 550.00		$ -
4	STORMWATER POLLUTION PREVENTION PLAN	1	LS	$ 10,000.00	$ 10,000.00	$ 2,500.00	$ 2,500.00	$ 8,000.00	$ 8,000.00		$ -
5	24" STEEL CASING	1200	LF	$ 570.00	$ 684,000.00	$ 790.00	$ 948,000.00	$ 825.00	$ 990,000.00		$ -
6	12" PVC DR-18 WATERLINE (TRENCHING)	195	LF	$ 235.00	$ 45,825.00	$ 115.00	$ 22,425.00	$ 125.00	$ 24,375.00		$ -
7	12" PVC DR-18 WATERLINE (CASING)	1200	LF	$ 180.00	$ 216,000.00	$ 76.00	$ 91,200.00	$ 80.00	$ 96,000.00		$ -
8	12" GATE VALVE & BOX	1	EA	$ 6,800.00	$ 6,800.00	$ 6,119.00	$ 6,119.00	$ 6,800.00	$ 6,800.00		$ -
9	CONNECT TO EX. 6" WATER LINE	2	EA	$ 8,500.00	$ 17,000.00	$ 6,500.00	$ 13,000.00	$ 3,800.00	$ 7,600.00		$ -
10	6"X6" TAPPING SLEEVE & VALVE W/ BOX	1	EA	$ 12,000.00	$ 12,000.00	$ 5,846.00	$ 5,846.00	$ 5,500.00	$ 5,500.00		$ -
11	MECHANICAL JOINT FITTINGS	381	LB	$ 40.00	$ 15,240.00	$ 30.00	$ 11,430.00	$ 15.00	$ 5,715.00		$ -
12	CONSTRUCTION SIGNING AND TRAFFIC CONTROL	1	LS	$ 38,000.00	$ 38,000.00	$ 2,750.00	$ 2,750.00	$ 5,000.00	$ 5,000.00		$ -
13	TEMPORARY EROSION AND SEDIMENT CONTROL	1	LS	$ 10,000.00	$ 10,000.00	$ 3,850.00	$ 3,850.00	$ 8,000.00	$ 8,000.00		$ -
14	PRESSURE AND LEAKAGE TESTING	1	LS	$ 15,000.00	$ 15,000.00	$ 3,300.00	$ 3,300.00	$ 6,800.00	$ 6,800.00		$ -
15	DISINFECTION AND TESTING	1	LS	$ 15,000.00	$ 15,000.00	$ 3,300.00	$ 3,300.00	$ 5,500.00	$ 5,500.00		$ -
	BASE BID TOTAL			**$ 1,160,365.00**		**$ 1,166,720.00**		**$ 1,224,840.00**		**$ -**	

Low Bidder

COWAN GROUP ENGINEERING

September 18, 2026

Ashley Wallace
Projects and Contracts Coordinator
City of Muskogee
P.O. Box 1927
Muskogee, OK 74401

Reference: SH-165 Waterline Extension Bid Award Recommendation
City of Muskogee / Muskogee Municipal Authority

Dear Ms. Wallace:

Pursuant to the bid opening held on September 16, 2026, please find attached the bid tabulation for the subject project. The bid consisted of eight (8) responsive bidders. The bid was determined to be complete.

The apparent low bidder for the subject project is Bolding Construction, LLC, with the following bid amount:

Base Bid	$702,555.00

Pursuant to the review of the bid package, bonds, and bid tabulation, the low bid is acceptable.

After careful review and consideration, Cowan Group Engineering recommends the City of Muskogee award the Base Bid for the subject contract to the low bidder, Bolding Construction, LLC, at the Total Bid price of $702,555.00.

Should you have any questions, please contact the undersigned at 405.463.3369.

Sincerely,

COWAN GROUP ENGINEERING, LLC

Michael Taylor, P.E.
Project Manager

cc: File

Regular City Council **12.**

Meeting Date: 10/26/2026
Initiator: Kristal McClain, PW Office Admin II
Department: Public Works
Staff Information Source:

Information

AGENDA ITEM TITLE:

Consider approval for TLS Group, Inc., to install a traffic radar located at US Highway 69 and Broadway Street, and US Highway 69 and Okmulgee Avenue, in an amount not-to-exceed $140,000.00, utilizing the existing traffic signal maintenance contract, or take other necessary action. (Mike Stewart)

BACKGROUND:

Currently, the US 69 & Broadway and US 69 & Okmulgee intersections operate primarily through loop detection and timed signal systems. Several of the existing detection loops are malfunctioning or no longer operational, causing the traffic signals to rely on predetermined timing rather than actual traffic conditions. This results in unnecessary delays, inefficient traffic movement, and increased congestion throughout the area.

The proposed upgrade is the installation of radar vehicle detection technology at both intersections. Radar detection would provide a more reliable and responsive method of identifying vehicles waiting in each lane. This would allow the traffic signals to adjust more effectively, providing green lights when vehicles are present and reducing unnecessary green time when lanes are empty.

This investment would modernize Muskogee's transportation infrastructure and reduce the maintenance issues associated with aging roadway loops.By implementing these upgrades, the City of Muskogee can address current operational problems while establishing a stronger foundation for future advancements in traffic management. Ultimately, the project would benefit residents, businesses, visitors, and the community as a whole by creating safer, more dependable, and more efficient intersections.

This is proposed to be funded by the 2019 Sales Tax for street improvements.

RECOMMENDED ACTION:

Approve installing radar at US 69 & Broadway and US 69 & Okmulgee.

Fiscal Impact

FUNDING SOURCE:
393-6030-431.62-60

Attachments

quote

TLS GROUP, INC

P.O. Box 14788
Oklahoma City, OK 73113

(405) 524-1341

To:	City Of Muskogee	**Contact:**	Avery Rigney
Address:	229 W Okmulgee Ave Muskogee, OK 74001	**Phone:** **Fax:**	
Project Name:	Muskogee, Radar, Various Locations	**Bid Number:**	
Project Location:	US 69 & Broadway, US 69 & Okmulgee, Muskogee, OK	**Bid Date:**	10/5/2026

The following is a quotation for the above subject project.

Line #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Section 01: US 69 & Broadway					
01001	(PL)DETECTION SYSTEM (RADAR)	1.00	LS	$70,000.00	$70,000.00
	Total Price for above Section 01: US 69 & Broadway Items:				**$70,000.00**
Section 02: US 69 & Okmulgee					
02001	(PL)DETECTION SYSTEM (RADAR)	1.00	LS	$70,000.00	$70,000.00
	Total Price for above Section 02: US 69 & Okmulgee Items:				**$70,000.00**

Bid Price Subtotal: **$140,000.00**

Total Bid Price: **$140,000.00**

Notes:

- This quote reflects a Wavetronix radar detection system with (4) presence sensors and (2) advance sensors.
- This quote assumes we can pull wire through the existing conduit system. If that proves not to be the case, new bored conduit could be required at additional cost.
- City of Muskogee to provide traffic control in accordance with MUTCD standards.
- This quote reflects the terms of the TLS Maintenance Agreement.
- All work will be done in accordance with City of Muskogee and ODOT standards.

Payment Terms:

Terms for Payment are NET 30 days from date of our invoice.

ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted.	**CONFIRMED:** **TLS**
Buyer: _____	
Signature: _____	**Authorized Signature:** _____
Date of Acceptance: _____	**Estimator:** Walter Floyd (405) 524-1341 estimating@tlsgroupinc.net

Regular City Council **13.**

Meeting Date: 10/26/2026
Initiator: Kristal McClain, PW Office Admin II
Department: Public Works
Staff Information Source:

Information

AGENDA ITEM TITLE:

Consider approval of the purchase of one (1) Kubota SVL75-3HFWVRCC Cabbed Skid Steer, with attachments, from Stewart Martin Kubota, in the total amount of $89,873.32, per Sourcewell Contract No. 112624, or take other necessary action. (Mike Stewart)

BACKGROUND:

This is a skid steer that would be used for cleaning in creeks and other hard to reach drainage areas. This is a wide track machine that comes equipped with the ability for a brush hog/mulching attachment. Our intent is to use this for removal of small trees and brush. We have been making an effort to clean the drainage areas for better water flow and a better appearance of the community and this machine would be able to help with that goal.

This is a budgeted item in the stormwater account.

This is requested to be supplied by the Muskogee Stewart Martin location.

RECOMMENDED ACTION:

Approve

Fiscal Impact

FUNDING SOURCE:

504-6010-430.64-10

Attachments

Sourcewell Contract
quote

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MASTER AGREEMENT #112624
CATEGORY: Grounds Maintenance Equipment and Related Attachments
SUPPLIER: Kubota Tractor Corporation

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Kubota Tractor Corporation, 1000 Kubota Drive, Grapevine, TX 76051 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

Article 1: General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.

2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.

3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.

4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

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5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on January 31, 2029, unless it is cancelled or extended as defined in this Agreement.

   a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.

   b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.

6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.

7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #112624 to Participating Entities. In Scope solutions include:

   a) Lawn and garden equipment for all types of lawn, field and turf care, golf course, landscape, sidewalk, walking path, and parking lot maintenance, and snow removal;

   b) Irrigation and aeration equipment, systems, parts, and installation; and

   c) Beach and waterfront maintenance equipment and accessories.

8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.

9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.

10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.

11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.

12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

   i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

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ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.

iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5,

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"Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of

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$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The

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right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

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xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2:
Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

1) **Authorized Sellers**. Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.

2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
   - Identify the applicable Sourcewell Agreement number;
   - Clearly specify the requested change;
   - Provide sufficient detail to justify the requested change;
   - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
   - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

   A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
   - Maintenance and management of this Agreement;
   - Timely response to all Sourcewell and Participating Entity inquiries; and
   - Participation in reviews with Sourcewell.

   Sourcewell's Authorized Representative is its Chief Procurement Officer.

4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

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5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.

6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

   The Report must contain the following fields:
   - Participating Entity Name (e.g., City of Staples Highway Department);
   - Participating Entity Physical Street Address;
   - Participating Entity City;
   - Participating Entity State/Province;
   - Participating Entity Zip/Postal Code;
   - Sourcewell Participating Entity Account Number;
   - Transaction Description;
   - Transaction Purchased Price;
   - Sourcewell Administrative Fee Applied; and
   - Date Transaction was invoiced/sale was recognized as revenue by Supplier.

   If collected by Supplier, the Report may include the following fields as available:
   - Participating Entity Contact Name;
   - Participating Entity Contact Email Address;
   - Participating Entity Contact Telephone Number;

7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.

8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.

9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

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10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.

11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.

12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.

13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.

14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.

16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.

17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and

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maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**
   a) **During the term of this Agreement:**
      i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

      ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

   b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

   c) **Use; Quality Control.**
      i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

      ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

   d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

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21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.

- $1,500,000 each occurrence Bodily Injury and Property Damage
- $1,500,000 Personal and Advertising Injury
- $2,000,000 aggregate for products liability-completed operations
- $2,000,000 general aggregate

b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

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e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3:
Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.

2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.

3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.

4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's

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standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.

6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.

7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.

8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell	Kubota Tractor Corporation
Signed by: Jeremy Schwartz C0FD2A139D06489...	Signed by: Paul Manger DB2930A6B34543B...
By: _____	By: _____
Jeremy Schwartz	Paul Manger
Title: Chief Procurement Officer	Title: Executive Director
Date: 1/28/2025 | 7:10 PM CST	Date: 1/28/2025 | 3:12 PM CST

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RFP 112624 - Grounds Maintenance Equipment and Related Attachments

Vendor Details

Company Name:	Kubota Tractor Corporation
Address:	1000 Kubota Drive Grapevine, Texas 76051
Contact:	Trisha Davis
Email:	trisha.davis@kubota.com
Phone:	817-532-3879
Fax:	888-458-2682
HST#:	9 5 2 8 0 1 5 1 3

Submission Details

Created On:	Tuesday October 22, 2024 13:18:58
Submitted On:	Monday November 25, 2024 13:26:15
Submitted By:	Michael Bond
Email:	michael.bond@kubota.com
Transaction #:	6c8c299d-1c2e-4d96-808b-702dddc44484
Submitter's IP Address:	209.249.99.117

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Kubota Tractor Corporation	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes - Kubota Tractor Corporation	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	Kubota Tractor Corporation	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	N/A	*
5	Provide your NAICS code applicable to Solutions proposed.	423820 others apply as well	
6	Proposer Physical Address:	1000 Kubota Drive Grapevine, TX 76051	*
7	Proposer website address (or addresses):	www.kubotausa.com	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Paul Manger Executive Director 1000 Kubota Drive, Grapevine, TX 76051 Paul.Manger@kubota.com (817) 756-1171	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Trisha Davis National Accounts Gov't Specialist 1000 Kubota Drive; Grapevine, TX 76051 Trisha.Davis@kubota.com (817) 876-5819	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Mark Adams Manager, National Accounts Sales 1000 Kubota Drive; Grapevine, TX 76051 Mark.Adams@kubota.com (630) 488-8001	*

Table 2A: Financial Viability and Marketplace Success (50 Points)

Line Item	Question	Response *	

11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	Who Kubota is, and will continue to be, is summed up in this statement - We are dedicated to food, water, and life. Kubota Corporation was established in 1890 as a metal casting business. When cholera was spreading through Japan, Kubota began mass domestic production of the nation's first cast iron pipes to help people avoid the disease. The company's founder Gonshiro Kubota believed, "Products that help the country prosper cannot be born without pouring all of your knowledge and soul into its development." He also believed, "Our products should not only be technically excellent, but also useful for the good of society." Inheriting these philosophies, the company has always stood up to social issues. Kubota Corporation developed agricultural machinery to combat the food shortage in post-war Japan, and established water and waste management, as well as an urban infrastructure development business to deal with the rapid economic growth of the country. Starting at the turn of the century, Kubota Corporation began expanding its global operations. In 2021, overseas revenue ratio reached 78%, spanning 120 countries and regions around the world where it is tackling sophisticated local climate and environmental challenges. Currently, Kubota Corporation treats food, water, and environment as one business area that leverages each other and is developing new solutions to combat the challenging and complex issues. In 1972 Kubota established the first overseas tractor sales base in the United States As Kubota had been approached by the American company Ford about the OEM supply of small tractors in 1967, it had been decided to enter the North American market with its own brand. The demand there was overwhelmingly for petrol engines, but Kubota had completed a multi-cylinder, lightweight and compact engine that overcame the problems with diesel engines, so it decided to limit exports to these diesel products. The company's compact diesel tractors were highly rated as having a performance and usability in line with larger models, and they became established in the American market, with over 2,000 sold in 1972. The company therefore created the Kubota Tractor Corporation (KTC) in Compton City, California, as a joint operation with the Marubeni Corporation, an export partner. KTC acted as a sales base and greatly expanded the market for the products. In 1974 In order to rebuild the company's construction machinery business, a decision was made to focus on compact vehicles, and the organization, production bases and sales system were all renewed. The KH1 fully-rotating mini back-hoe (compact pneumatic shovel) was completed in 1974, and would become the base machine for the company. In the latter half of the 1970s, the opportunities for the use of the mini back-hoe increased as there was an increase in small-scale construction work ordered by local authorities and urban-style construction for the improvement of the living environment. As Kubota had been first in the market, the sales volumes rose steadily. In 1979, a new construction machinery division was created to bring together the technology, sales and manufacturing of the products. For a full selection of Kubota literature please referee to KubotaUSA.com and kubotaengine.com for up to date history and product knowledge.	*

12	What are your company's expectations in the event of an award?	Kubota Tractor Corporation is honored to have served our Sourcewell partnership and its prospective members who have purchased our Kubota equipment through Sourcewell since 2012. Kubota expects to meet and exceed the expectations of Sourcewell members for products, services, and support. Kubota will position Sourcewell as our first and best solution for cooperative purchasing. Our dedicated National Account Manager for Municipal and Business Development makes our Sourcewell contracts a focus for sales growth throughout the United States. Kubota is committed to supporting Sourcewell members wherever they are located at a level that meets and exceeds their expectations. Kubota has an extensive array of dealer training tools to support continued growth. Sourcewell member aftersales support, and marketing direction to ensure success. We will engage our 1,100 dealers to promote our contract, and support Sourcewell members to the greatest extent possible. Kubota will engage government entities in the adoption of our Sourcewell contract in place of establishing individual government contracts. Kubota and the National Account Team for Municipal and New Business will partner with Sourcewell for marketing materials and trade show support. Kubota looks forward to attending and supporting Sourcewell "Get to Know Us" forums and will encourage dealer participation to understand the value of contract purchasing with Sourcewell members. Kubota will incorporate all Sourcewell marketing materials, resources, and tools (e.g. training videos, Talking Tactics, Webinars, etc.) into dealer education and business development. Lastly, Kubota's expectations are when Sourcewell members reach out to their local Kubota dealer, the dealer knows who they are and how they can help. Kubota's expectations in the event of an award would be to focus on customer needs and continued growth across all our governmental segments. Sourcewell has built a strong reputation within the industry that has shown the importance of how this cooperative contract delivers upon customer needs. This contract will be a top factor in our go to market strategy within our strong Kubota dealer network of over 1,100 plus dealers. If awarded, we will send out an internal Dealer Bulletin to our entire dealer network and Kubota salesforce, applicable to governmental, introducing the contract along with ways to train our salesforce, market and grow the contract. We are looking forward to this exciting opportunity to further grow our Kubota business and serve member needs together with our Dealer Network in the new RFP 112624 - Grounds Maintenance Equipment and Related Attachments. If awarded, we will be able to offer a wide array of equipment to fit the needs of Sourcewell members.	*
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	Financial information has been uploaded. These documents include general information such as Dunn and Bradstreet number, and federal ID numbers. As well as more specific financial information such as creditors and banking information.	*
14	What is your US market share for the Solutions that you are proposing?	Kubota Tractor Corporation considers its market share data to be proprietary information. While we do not publicly release market share information, Kubota Tractor Corporation holds a top-level market share position across our entire product portfolio's in the US.	*
15	What is your Canadian market share for the Solutions that you are proposing?	Kubota Tractor Corporation considers its market share data to be proprietary information. While we do not publicly release market share information, Kubota Tractor Corporation holds a top-level market share position across our entire Ag & Turf product portfolio in Canada.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	No, Kubota Tractor Corporation has never petitioned for bankruptcy protection.	*

17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Kubota Tractor Corporation is a United States licensed Distributor and marketer of Kubota Japan (KBT). We are supported by our 1,100 plus dealer network which is independent of Kubota Tractor Corporation. Our dealers are independently owned companies who are able to support a wide variety of customers, markets, and product support including technical, parts, service, and onsite warranty work. Our dealerships have been proudly transacting and serving Sourcewell customers for many years,and look forward to a continued and prosperous partnership under this RFP. Our Kubota dealers are very experienced in properly quoting and transacting Sourcewell bids,and have formed many long - term relationships over the years with the Sourcewell purchasing entities. We at Kubota Tractor Corporation are fully authorized by Kubota Japan to transact on their behalf as their fully authorized USA distributor. Kubota also has a dedicated full time staffed government department to represent all governmental needs.
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Kubota maintains all licenses and certifications necessary to conduct business in the U.S. and Canada. Our commitment to environmental excellence is witnessed in achieving our SO 14001 environmental certifications. SO 14001 certification has been achieved at all domestic sites and 14 production sites in Japan. ISO 14001 certification is an environmental certification issued by the International Organization for Standardization. Additionally, all divisions have achieved SO 9001 certification. 24 Kubota Group companies whose primary operation is manufacturing have acquired certification. Certifications demonstrate Kubota s commitment to excellence in quality and design, development, and environmental sustainability. Some examples include employing DRBFM, a cross functional disciplined process to evaluate proposed changes to designs. Kubota self-audits quality, quality compliance, cross audits, and audits at short notice. This focus on auditing and compliance is to achieve operational excellence. It is these kinds of actions that result in Kubota's operational excellence and our certifications
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	None - Not Applicable
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	CSS Design Awards is one of the top three global web design awards alongside FWA (Favorite Website Awards) and awards. Judges from around the world evaluate websites on three categories: Ul Design, UX Design, and Innovation. Kubota's Kubota Future Cube was ranked eighth out of 365 entries for 2022's Website of the Year. Furthermore, the cutting-edge website was awarded the Best Innovation award. Kubota is the first Japanese company to receive the annual award from CSS Design Awards. #1 selling compact excavator in the world for 18 years; #1 selling sub-compact tractor in the US; #1 rated reliability and durability by Progressive Farmer; Highest resale value for select construction equipment. Kubota Tractor Corporation has beefed up its compact tractor lineup with four new models. The company announced the addition of a new LX20 Series, with the LX3520 and LX4020 as the first two entrants. It also is expanding its popular LO2 Series, with the introduction of the L2502 and L4802. The two models added to the LX20 Series offer a multitude of improvements. Along with new horsepower offerings of 35 and 40, both are available in a factory-installed cab or ROPS configuration. A "special utility," or SU, model cab option is available for the LX3520. 2023 - U10-5 Rental Equipment Register, Innovation Award, 2023 - CE Attachments Concrete Contractor: Top Product Award, 2023 (plate compactors)-F3710 Front Mount Mower Landscape Business: 20 for 2023 Award, - F3710 Front Mount Mower Green Industry Pros: Editor's Choice Award2022 - L47 TLB: Equipment Watch: Highest Retained Value Awards, 2022 - U10-5 Landscape Business: 20 for 2022 Awards, 2022 - U10-5 Green Industry Pros: Editor's Choice Awards, 2022 - U10-5Rental Magazine: Editor's Choice Awards, 2022 - U10-5 Equipment Today: Contractor's Top 50 New Products, 2022 - U10-5 Construction Equipment: Top 100 New Products, 2022 - U10-5 Compact Equipment: Innovative Iron Awards, 2022 - K008-5 Green Industry Pros: Editor's Choice Awards, 2022 2021 - SSV Series: Equipment Watch: Highest Retained Value Awards, 2021 - SVL97-2 Equipment Today: Contractor's Top Products, 2021 - SVL97-2 Rental Magazine: Editor's Choice Awards, 2021

		- KX057-5 Rental Magazine: Editor's Choice Awards, 2021 - KX057-5 Construction Equipment: Top 100 New Products, 2021 - U55-5 Rental Magazine: Editor's Choice Awards, 2021 - U55-5 Construction Equipment: Top 100 New Products, 2021 - RTV-520 Pro Tools Review: Innovation Awards, 2021 - SZ Series Landscape Business: 20 for 2021 New Product Awards, 2021 - SZ Series Green Industry Pros: Editor's Choice Awards, 2021 - Z422 Zero Turn Mower Pro Tools Review: Innovation Awards, 20212020 - SZ Series Pro Tools Review: Innovation Awards, 2020 - SVL65-2 Rental Equipment Register: Innovative Product Awards, 2020 - SCL1000 Landscape Business: 20 for 2020 New Product Awards, 2020 - SCL1000 Construction Equipment: Innovative Iron Showcase, 2020 - SCL1000 Construction Equipment: Top 100 New Products, 2020 - SCL1000 Green Industry Pro's: Editor's Choice Awards, 2020 - SCL1000 Rental Magazine: Editor's Choice Awards, 2020 - SCL1000 Equipment Today: Contractor's Top 50 New Products, 2020 - CE Attachments Construction Equipment: Attachments Awards, 2020 - RTV-XG850 Sidekick Pro Tools Review: Innovation Awards, 2020 2019 - U35-4: Equipment Watch: Highest Retained Value Awards, 2019 - SVL65-2 Equipment Today: Top 50 New Products, 2019 - SVL65-2 Rental Equipment Register: Innovative Product Awards, 2019 - SVL65-2Rental Magazine: Editor's Choice Awards, 2019 - SZ Series Green Industry Pros: Editor's Choice Awards, 2019 - B01 Series Construction Equipment: Top 100 New Products, 2019 2018 - SVL Series: Equipment Watch: Highest Retained Value Awards, 2018 - RTV-XG850 Sidekick Equipment Today: Contractor's Top 50, 2018 - RTV-XG850 Sidekick Compact Equipment: Innovative Iron Awards, 2018 - RTV-XG850 Sidekick Construction Equipment: Top 100 New Products, 2018 - RTV-X1120 Construction Equipment: Top 100 New Products, 2018 By Product Line: ZD Series - ZD Series mowers rank as the number one selling diesel zero-turn mower series for more than 5 years." - Claim is based on Outdoor Power Equipment Institute market statistics from 2017 - 2021 unit shipments. Z400 Series - "Class-leading speed." - Claim is based on speeds published on company websites as of 11/08/2021 for the following 52"- 54" zero-turn models Gravely Pro-Turn ZX, Scag Patriot, Exmark Radius S Series, Toro Titan HD 2000 Series, Hustler Fastrak SDX, John Deere ZTrak. BX Series- #1 selling sub-compact tractor in the U.S. for over Ten years. Disclaimer: Based on EDA tractor sales data of under 20 horsepower models from 2009 to 2020 -Rated #1 for durability and owner experience - Disclaimer: Award based on 2021 Progressive Farmer Reader Insights Study. - #1 rated reliability under 100 HP tractors in the USA." Disclaimer: 2020 Progressive Farmer Reader Insights Awards for Fewest Report Problems Overall in the category of Small Tractor (Under 100 Horse Power). Award based on 2020 Progressive Farmer Readers Insights Tractor Study. " B series - "#1 rated reliability under 100 HP tractors in the USA." - 2020 Progressive Farmer Reader Insights Awards for Fewest Reported Problems Overall in the category of Small Tractor (Under 100 Horse Power). Award based on 2020	*
21	What percentage of your sales are to the governmental sector in the past three years?	Due to Kubota Tractor Corporation's proprietary information, we would prefer not to provide the governmental sector sales volume history of our valued customers. We are a partner who is fully committed to our governmental customer purchase requirements. With our dedicated team we work solely with our government customers and our dealer network as we continue to increase our sales volume in this key segment.	*
22	What percentage of your sales are to the education sector in the past three years?	Due to Kubota Tractor Corporation's proprietary information, we would prefer not to provide the educational sector sales volume history of our valued customers. We are a partner who is fully committed to our educational customer purchase requirements. With our dedicated team we work solely with our educational customers and our dealer network as we continue to increase our sales volume in this key segment.	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	Kubota holds a variety of state participating addendums. Including but not limited to New York state, Nevada, Kentucky, and Arkansas.	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	KTC dealerships individually hold specific GSA and SOSA contracts and act independently in their transactions under these contracts.	*

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Miami-Dade County	Bernalt Velasquez	(305) 794-2051	*
City of Hollywood	Jacques Pierre-Louis	(305) 761-9737	*
Arlington Independent School District	Todd Lane	(214) 435-8368	*

Table 3: Ability to Sell and Deliver Solutions (150 Points)

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	Kubota's has over 1,100 dealer locations nationwide as well as our sales force within the Kubota Tractor Corporation National Accounts department. The sales coverage is in place for all 50 states and Canada by both our dealers sales force which averages four sales representatives per location which conservatively averages over 4,000 representatives. Kubota in Canada has 155 dealer locations with similar sales force averages. Additionally, Kubota Tractor Corporation directly employs 51 regional sales managers, five district sales managers, and five division sales managers. The Kubota sales force is essential for educating and instructing dealers in promoting and supporting government, educational,and non-profit entities. This combined sales effort will also drive new Sourcewell member growth and engagement with our Global Major Brand. Kubota dealers are also supported by a network of product sales specialist specific in Agricultural, Construction equipment business development managers, Compact Utility Specialist, Hay Tool Specialist, Turf Field Staff and Utility Vehicle Product and Sales Team Specialist throughout the United States and Canada. All positions are designed to fully support our dealers in market trends, relevant industry updates and sales campaigns, market support and pricing to better position our dealers for sustained sales growth within their regions. The Kubota dealers are all fully authorized sellers on our contract and can quote, accept PO's, and invoice Sourcewell member entities.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	The Kubota dealer network encompasses approx. 500 dealer owners with approx. 1,145 dealer locations throughout the USA. Over 60% of our dealer owners own multiple dealer locations, and average 25 or more years of industry experience.	*
28	Service force.	Kubota places a high level of importance on quality, dependability and service support. Kubota dealers average over twice as many service technicians as sales representatives. Kubota dealers invest heavily in training and recruiting of service technicians, with each averaging 9 service technicians on average. This has resulted in nearly 10,000 certified service technicians across Kubota's dealer network. Many of these have mobile service vehicles as well to service onsite. Kubota's Canadian dealer network has similar averages of service technicians in its 150 plus dealerships. Kubota internally employs approximately 50 field-based technical service representatives to assist the dealer network with ensuring maximum up time and value for Kubota users. Kubota has stringent dealer requirements to provide a strong customer service support and obligations are high. Each dealership is required to have a factory trained service technician on staff at all times. The factory training is facilitated by the Kubota Corporate technical service center in Grapevine, TX. A corporate service training staff ensures dealers have access to, and take advantage of, world-class service training. Every dealer is also required to participate annually in service training school which last multiple days. These requirements ensure Kubota dealers meet our stated service goals and expectations. Kubota also provides training on all equipment within our Kubota University entity who holds an annual training in Florida for both US and Canada dealers in the months of January through February where dealers are allowed to learn about Kubota's products as well as the competitor's equipment.	*

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	All of the Sourcewell transactions are handled by our dealer network directly. This allows Sourcewell members the opportunity to interact with their local Kubota dealerships. The local dealers within Kubota are very active members of their local communities, and have strong ties to them. Any purchasing entity that requests quotations from Kubota Tractor is automatically redirected to their local Kubota dealership for follow up, including them gaining an understanding of what the purchasing entity is seeking, including what kind of attachments and accessories it seeks. From there, the dealership is able to build an accurate quote based on what the Sourcewell member has requested. If the Sourcewell member approves of the quotation, our Kubota dealers are well skilled to not only procure the equipment internally, but also very capable in assembling the requested attachments and accessories. Once fully assembled and inspected, our dealers not only provide transportation to the Sourcewell member, but will also assist them with equipment familiarization, maintenance tips, and any other assistance in the safe operation of the equipment. Kubota offers extensive maintenance contracts for those purchasing entities for those who choose it. It allows Sourcewell members to take their equipment to the dealer of their choice to provide routine maintenance at various usage thresholds (50 hours, 100 hours, etc.) Sourcewell members will contact their local Kubota dealers directly for a quote. If Kubota National Accounts are contacted by a Sourcewell member, we assist them in directing them to their local dealer. The local Kubota dealership will provide the Sourcewell member with a Kubota authorized quotation, reflecting the proper discounts on the contract. The quotes are created utilizing the internal quote tool utilized by Kubota, "Build My Kubota (BMK) quote tool.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	The customer service aspect of our Sourcewell relationship remains vital to our dealer network. Our dealers work on the front line for KTC by handling customers at a personal level. Our dealer metrics program has been updated for 2025 and will reward our top performing dealers, giving them the incentive to be the best in multiple categories. Beyond our dealers, support is provided by the various departments at KTC. Customer service outlets such as the Technical Service Center, Customer Satisfaction, parts/warranty departments are there to provide Sourcewell a quick solution. Response time during business hours will be typically be immediate, and never to exceed 4 hours.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	Kubota will provide full service and support to all Sourcewell members in all 50 states in the US.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Kubota Canada Ltd. is able to provide all Sourcewell member full service and support in Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	Kubota will fully service all geographic areas of the United States and Canada with the proposed Sourcewell Contract.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	Kubota will fully service and honor all Participating Entities if awarded under this contract.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no specific contract restrictions to supporting Sourcewell members in Alaska and Hawaii. Kubota has dealers located in both states to support Sourcewell members efficiently.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Kubota is able to provide service to all participating entities including state/county/local government, educational, and non-profit sectors. As a Global Major Brand with a global presence, Kubota is committed to serving all Sourcewell members equally and fully in the US and Canada.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	

37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	This marketing plan leverages Kubota's established reputation, government and educational sector growth, and Sourcewell's cooperative purchasing advantages to attract and retain government, educational, and non-profit clients. 1. Marketing Strategy for Sourcewell Opportunities • Targeted Outreach to Government and Educational Entities: Kubota's marketing approach includes promoting Sourcewell cooperative contracts to government agencies, municipalities, non-profit organizations, and educational institutions to highlight streamlined purchasing processes, competitive pricing, and high-quality equipment that Sourcewell contracts offer. • Local Dealer Involvement and Training: Kubota collaborates with its extensive dealer network to ensure they are knowledgeable about Sourcewell contracts. Dealers are trained to reach out to local government, school districts, and non-profits to showcase the ease and benefits of using Sourcewell contracts for their equipment needs. • Digital Marketing and Online Visibility: Kubota leverages its online platform and digital advertising to target Sourcewell-eligible organizations. This includes informative content on Kubota's website, social media channels, and educational videos on how government and educational entities can benefit from Sourcewell contracts. • Trade Shows and Industry Events: Kubota participates in trade shows focused on municipal, educational, and non-profit sectors, showcasing equipment suitable for these audiences and providing Sourcewell information directly to attendees. • Cooperative Purchasing Webinars: Kubota hosts webinars or partners with Sourcewell to conduct informational sessions aimed at educating prospective buyers on the benefits of cooperative purchasing. This includes case studies of successful implementations in similar entities. 2. Growth in Government, Non-Profit, and Educational Sales • Government Sales Growth: Kubota has seen growth in government sales, driven largely by increased awareness of cooperative purchasing benefits through Sourcewell. This includes increased contracts with municipal maintenance departments for equipment such as mowers, compact tractors, and utility vehicles that support grounds maintenance, landscaping, and snow removal. • Non-Profit Sector Sales: Kubota's partnerships with non-profit organizations have expanded, particularly in sectors needing durable outdoor equipment, like conservation organizations and community development groups. The Sourcewell contract's streamlined process allows non-profits to acquire essential equipment within budget constraints. • Educational Institutions: Kubota has seen increased interest from K-12 schools, universities, and other educational facilities for groundskeeping and facility maintenance solutions. School districts, in particular, benefit from using Sourcewell contracts to purchase mowers, compact tractors, and utility vehicles for campus upkeep. 3. Contracts and Initiatives Supporting Growth • Dedicated Sourcewell Contracts: Kubota's dedicated Sourcewell contract enables eligible entities to access equipment at pre-negotiated rates without a lengthy bid process. This contract has facilitated growth in Kubota's public sector sales by providing a reliable framework for purchasing. • Sustainability Initiatives: Kubota's commitment to environmentally friendly technology has supported growth in the non-profit sector, as organizations increasingly seek eco-friendly options. Kubota promotes its energy-efficient engines and low-emission equipment in marketing materials targeting these sectors. • Community and Educational Support Programs: Kubota has initiated community outreach programs, including partnerships with technical schools and universities. These initiatives not only promote Kubota's equipment but also support educational development in agricultural and construction fields. 4. Messaging and Key Selling Points for Sourcewell-Eligible Entities • Emphasis on Ease and Efficiency of Cooperative Purchasing: Kubota's marketing emphasizes the simplicity and time savings of using Sourcewell contracts, which eliminate the need for a lengthy bid process. • Showcasing Product Reliability and Versatility: Marketing materials emphasize Kubota's reputation for durable, versatile equipment, which is ideal for government and educational needs. Examples include tractors and mowers that can be used across multiple applications, from landscaping to snow removal. • Highlighting Long-Term Value and Service Commitment: Kubota promotes its long-term value proposition by highlighting service plans, genuine parts availability, and extended warranties, which are particularly appealing to budget-conscious government and non-profit buyers.	*

38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Kubota uses a range of digital technologies to support and enhance its Sourcewell marketing efforts, effectively reaching government, non-profit, and educational entities. Through these technology-driven strategies, Kubota enhances its Sourcewell marketing by building awareness, engaging directly with potential buyers, and providing convenient resources for decision-making. This integrated approach improves Kubota's reach and effectiveness in the public and institutional market segments. Here are some key strategies and examples of Kubota's technology-driven marketing efforts: 1. Social Media for Brand Awareness and Engagement • Targeted Content on Social Media Platforms: Kubota actively uses social media channels, including LinkedIn, Facebook, Twitter, and Instagram, to promote Sourcewell opportunities to government and educational entities. LinkedIn, for example, allows Kubota to connect directly with public sector professionals and share relevant posts about cooperative purchasing benefits and case studies of successful Sourcewell partnerships. • Campaigns Highlighting Sourcewell Benefits: Kubota runs targeted ad campaigns focused on Sourcewell contracts, emphasizing the streamlined purchasing process and cost savings. These campaigns may highlight specific equipment suitable for government and educational use (e.g., mowers for school campuses, utility vehicles for municipalities). • Customer Testimonials and Case Studies: Kubota shares posts and videos on social media that showcase real-life testimonials from Sourcewell users in government and non-profit organizations, creating relatable content that resonates with potential buyers. 2. Metadata and SEO to Improve Online Visibility • Optimized Website Content for Sourcewell Searches: Kubota's website content, especially pages related to government and institutional purchasing, is optimized with keywords like "Sourcewell contracts," "government equipment purchasing," and "Kubota cooperative contracts." This helps Kubota rank higher in search results for public procurement professionals looking for relevant information. • Structured Data and Meta Tags: Kubota uses metadata, structured data, and meta tags to provide search engines with clear signals about their Sourcewell offerings. By tagging pages with terms that are commonly searched by municipal and educational buyers, Kubota can increase organic visibility for users researching cooperative purchasing options. • Landing Pages and Conversion Optimization: Kubota has developed specific landing pages that detail the benefits of Sourcewell contracts, making it easy for visitors to access relevant information and connect with a representative. These pages are optimized for conversions, with clear calls to action, contact forms, and interactive tools to locate nearby dealers. 3. Email Marketing for Direct Outreach • Targeted Email Campaigns: Kubota uses email marketing to target Sourcewell-eligible entities, such as government departments, school districts, and non-profits. By segmenting these lists, Kubota can deliver personalized content, like special contract offers, product updates, and case studies showing the impact of Kubota equipment in similar sectors. • Automated Drip Campaigns: Email automation allows Kubota to nurture leads over time. For example, if a government official downloads a Sourcewell brochure, they may enter a series of follow-up emails with information on specific products, dealer contacts, and the benefits of cooperative purchasing. 4. Website and Analytics Tools • Sourcewell Resource Pages with Downloadable Content: Kubota's website features dedicated Sourcewell resource pages that include downloadable PDFs, video case studies, and product catalogs tailored to government and institutional buyers. This content provides valuable information while giving Kubota insights into user engagement through download tracking. • Analytics and Conversion Tracking: Using analytics tools like Google Analytics, Kubota tracks the effectiveness of their Sourcewell-related web traffic, measuring conversion rates, page views, and user flow. This data helps Kubota refine its content strategy to better attract and convert potential Sourcewell buyers. 5. Geotargeting and Digital Ads • Geotargeted Digital Ad Campaigns: Kubota uses geotargeted ads to reach Sourcewell-eligible entities within specific states or regions. These ads highlight the unique advantages of Sourcewell contracts and the equipment suited to local government needs. • Programmatic Advertising: Kubota leverages programmatic advertising to display ads to users who have shown interest in government and institutional procurement. This approach helps Kubota maximize ad spend efficiency by reaching users likely to benefit from Sourcewell opportunities. 6. Webinars and Virtual Demos • Educational Webinars on Sourcewell Contracts: Kubota conducts webinars to explain the Sourcewell contract process, with presentations on cooperative purchasing benefits, equipment overviews, and case studies. These webinars are recorded and hosted on Kubota's website for future access, creating a valuable resource for ongoing engagement. • Virtual Demos of Equipment: Kubota offers virtual demonstrations of equipment well-suited to government, non-profit, and educational uses, such as mowers, tractors, and UTVs. These demos are accessible online, allowing buyers to view equipment capabilities remotely and understand their practical applications in their respective sectors.	*
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	Kubota can expect Sourcewell to actively promote their contracts through a variety of established channels and initiatives. Sourcewell has a dedicated team and platform specifically designed to help suppliers reach government, non-profit, and educational sectors. By leveraging Sourcewell's promotional efforts, Kubota can strengthen its sales and marketing processes to maximize engagement and effectiveness.	

Sourcewell's promotional efforts create a strong foundation for Kubota to build upon, providing access to a large network of public sector buyers. By closely aligning Kubota's sales and marketing processes with Sourcewell's channels, messaging, and events, Kubota can increase its market penetration in government, educational, and non-profit sectors. Kubota's proactive use of Sourcewell promotions will reinforce its reputation as a cooperative-friendly supplier, making it easier for public entities to choose Kubota for their equipment needs.

1. Sourcewell's Marketing and Outreach Initiatives

- Website Promotion and Contract Listings: Sourcewell lists Kubota's contracts on their website, which is a central hub for government, education, and non-profit buyers seeking cooperative purchasing options. This exposure helps prospective buyers discover Kubota's offerings and understand the benefits of the contract.
- Email Campaigns to Eligible Entities: Sourcewell conducts targeted email campaigns to promote new and existing contracts to eligible entities. These emails reach municipal, educational, and non-profit organizations nationwide, raising awareness of Kubota's available equipment under Sourcewell.
- Direct Outreach through Representatives: Sourcewell has a team of regional representatives who work directly with public sector organizations to introduce them to new contracts. These representatives can present Kubota's contract to potential buyers, answer questions, and highlight the advantages of cooperative purchasing.
- Trade Shows and Conferences: Sourcewell participates in industry trade shows and conferences where government, educational, and non-profit decision-makers gather. Kubota's Sourcewell contract may be featured in these events, further increasing its visibility.
- Educational Webinars and Training: Sourcewell hosts webinars to educate potential buyers on cooperative purchasing, sometimes inviting suppliers to participate. This provides a valuable platform for Kubota to present its product lineup, demonstrate value, and interact with potential buyers directly.

2. Using Sourcewell's Promotion in Kubota's Sales and Marketing

Kubota can maximize the impact of Sourcewell's promotional efforts by integrating them into their own sales and marketing strategies as follows:

- Link to Sourcewell Contracts in Digital Campaigns: Kubota can link to their Sourcewell contract page from digital campaigns, including social media posts, email marketing, and targeted ads. This direct connection provides immediate access for potential buyers, emphasizing the ease of the cooperative purchasing process.
- Highlight Sourcewell Partnership in Sales Presentations: Sales representatives can incorporate Sourcewell's role and promotional efforts in their presentations to public sector clients. Emphasizing this partnership can assure buyers that Kubota is well-integrated with a respected cooperative purchasing agency, making it a reliable and simplified choice.
- Collaborate on Joint Marketing Materials: Kubota can create joint marketing materials with Sourcewell's brand and logo, highlighting that Kubota equipment is readily accessible under an established cooperative contract. These materials can be distributed at trade shows, conferences, and in digital format, lending credibility to Kubota's public sector offerings.
- Leverage Sourcewell's Trade Show Presence: Since Sourcewell attends major trade shows, Kubota can work with Sourcewell representatives to ensure that their booth and promotional materials feature Kubota's equipment prominently. Kubota's team can also attend these shows, using Sourcewell's presence as a strategic advantage to connect with more leads.
- Incorporate Sourcewell Testimonials and Case Studies: Sourcewell's direct outreach may result in testimonials or case studies from satisfied buyers in government, educational, or non-profit sectors. Kubota can incorporate these testimonials into its marketing collateral, showcasing real-world examples of successful Sourcewell purchases to build trust and demonstrate proven benefits.

3. Process Enhancements to Align with Sourcewell Promotion

- Streamline Sales Training on Sourcewell Benefits: Kubota should train its sales team extensively on the benefits and process of Sourcewell contracts so they can confidently discuss the cooperative purchasing option with prospects. This will enhance sales readiness and ensure representatives can answer any questions buyers may have about Sourcewell.
- Use Sourcewell Contract as a Selling Point: Emphasizing Sourcewell's streamlined purchasing process as part of Kubota's value proposition can speed up sales cycles and help prospects understand the simplicity of acquiring Kubota equipment.
- Track Leads from Sourcewell Channels: By closely tracking leads that originate from Sourcewell promotions (e.g., inquiries from Sourcewell's website or trade shows), Kubota can evaluate the effectiveness of this partnership and refine its strategy based on the data.

4. Collaborative Events and Campaigns

- Join Sourcewell in Webinars and Educational Sessions: Kubota can co-host or participate in Sourcewell's webinars and educational sessions, offering direct insights to potential buyers. By showcasing their expertise and specific product offerings in these forums, Kubota can build rapport with a wider public sector audience.
- Coordinate Seasonal Campaigns with Sourcewell: Kubota can plan seasonal campaigns (e.g., promoting snow removal equipment in winter) in coordination with Sourcewell's outreach to maximize visibility. These campaigns can highlight relevant products, demonstrate their application in municipal and educational settings, and align with seasonal needs.

40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	E-Procurement Access for Sourcewell Members Kubota works with its dealers and partners to ensure that Sourcewell members can order through e-procurement platforms, allowing for an efficient and compliant purchasing experience. Kubota products are accessible to Sourcewell members through authorized dealers who support various e-procurement platforms. This approach aligns with Kubota's focus on streamlined cooperative purchasing, allowing government and institutional buyers to complete purchases with ease and compliance through the systems they commonly use. Here's how this typically functions: 1. Dedicated Sourcewell Contract Platform: Kubota's Sourcewell contract details are available on the Sourcewell website, which links directly to Kubota's authorized dealer network. This network facilitates ordering for Sourcewell members by providing transparent pricing and pre-negotiated terms. 2. Integration with E-Procurement Systems: While Kubota does not have a direct e-commerce site, many of Kubota's authorized dealers and suppliers are integrated with various public-sector e-procurement platforms used by Sourcewell members, such as ProcureNow or OpenGov. Through these systems, Sourcewell members can browse Kubota equipment options, review pricing, and place orders with ease. 3. Simplified Quote and Purchase Order Process: For Sourcewell members, Kubota's streamlined purchasing process includes the ability to request quotes and complete purchase orders directly with authorized dealers. These dealers handle all necessary paperwork and contract compliance with Sourcewell terms, providing a simplified experience. 4. Support for Cooperative Purchasing Platforms: Kubota's dealers also provide direct support for cooperative purchasing platforms, guiding Sourcewell members through any specific procurement steps. This includes assistance with purchase orders, invoicing, and contract compliance, all compatible with the e-procurement systems preferred by public sector entities. 5. Future E-Procurement Advancements: Kubota continues to explore additional ways to facilitate e-procurement for Sourcewell contracts. For example, some dealers are actively working toward creating more seamless online ordering solutions, including online product catalogs and virtual ordering portals tailored to Sourcewell members' needs.	*

Table 5A: Value-Added Attributes (100 Points)

Line Item	Question	Response *	
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Kubota Tractor Corporation and your local Kubota dealer are dedicated to delivering exceptional service to meet your needs. Our dealer technicians are connected to a state-of-the-art online Service Center, granting them access to vital technical information. They also undergo extensive hands-on training from factory-certified instructors to enhance and maintain their expertise. We pride ourselves on providing timely and accurate diagnostics and repairs whenever necessary. Training is available for all products listed in this contract through our dealer network, tailored to each member's current knowledge and needs. Operator training is included with the delivery of every product, and more advanced training options can be requested. Additional on-site training can also be arranged and discussed with dealers, potentially included as a separate line item in a Sourcewell member quote. Additionally Kubota will be instituting a national accounts training program geared towards assisting Sourcewell entities on Kubota diagnostic, service, and warranty processes. The MyKubota app is a free tool available on iOS and Android through the Apple App Store and Google Play Store. It offers features like equipment tracking, browsing compatible attachments, and more. KubotaNOW Telematics provides advanced reporting and insights for select equipment models, enhancing customer awareness of their machinery's performance, with costs varying by equipment type. You can also purchase Kubota On Board Diagnostic Software, repair manuals, and specialized tools through your local dealer for self-diagnosis and repair of your equipment.	*
42	Describe any technological advances that your proposed Solutions offer.	Kubota is dedicated to crafting solutions that herald a new era in agriculture, providing enhanced value and inspiration to all participants across various scales of the industry. With a steadfast commitment to innovation, the company continually refines its products. As information and communications technology (ICT) significantly reshapes societal and economic structures both domestically and internationally, Kubota is pioneering precision farming techniques that leverage ICT. In Japan, the agricultural sector grapples with a declining and aging labor force, alongside the pressing need to improve cost-effectiveness and production efficiency. The traditional reliance on the expertise of seasoned farmers and intuitive practices has become increasingly untenable. Consequently, there is considerable optimism surrounding the potential of data-driven management approaches that scientifically analyze and visualize agricultural processes, positioning them as a vital force for the industry's future.	*

43	Describe any “green” initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	The Kubota Group aspires to enhance its value by contributing to societal advancement and environmental sustainability, particularly within the realms of food, water, and environmental management. As part of our commitment, we prioritize environmental conservation as a core tenet of our business strategy, undertaking the following initiatives: 1. Commitment to a Decarbonized Society (1) The Kubota Group is dedicated to achieving net-zero greenhouse gas emissions across our value chains by 2050. We will also transparently report on our efforts to reduce emissions across Scopes 1, 2, and 3. (2) By 2025, our global production facilities aim to reduce CO_2 emissions per production value by at least 25% compared to 2014 levels. (3) Additionally, we target an 18% reduction in energy consumption per production value by 2025, compared to 2014 benchmarks. (4) Our facilities will increase renewable energy usage to at least 1% of total electricity consumption by 2025. (5) For our Japanese operations, we have set a long-term goal of reducing CO_2 emissions by 30% by 2030, based on 2014 levels. (6) To meet these goals, we are leveraging cutting-edge technologies to enhance the efficiency of production equipment, HVAC, and lighting systems; adopting cleaner fuels; improving building insulation; monitoring and minimizing energy use; capturing waste heat; and implementing solar and green electricity solutions. (7) In alignment with our global mission, we will quantify our greenhouse gas reduction impacts and share this data with stakeholders worldwide. This information aims to promote decarbonization by encouraging the adoption of eco-friendly products, services, and technologies. Our efforts include improving fuel efficiency in agricultural and construction machinery, advancing smart agriculture through robotics and ICT, and developing decarbonized energy solutions, including electrification, hybridization, and fuel cell applications. (8) Finally, we endorse the recommendations of the TCFD (Task Force on Climate-related Financial Disclosures) and actively disclose our climate-related strategies and progress. Through these initiatives, the Kubota Group is determined to drive meaningful change toward a sustainable, low-carbon future for the communities we serve. 2030 Targets: Reduce CO2 emissions from the Kubota Group by 50% compared to the base year FY2014; In FY 2023, CO2 emissions of the Kubota Group were reduced by 28% compared to the base year FY2014. In FY 2023, Kubota designated 37 new Eco-Products, bringing the sales ratio of Eco-Products to 70.1% globally.	*
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Kubota Group Environmental Charter: -The Kubota Group aspires to create a society where sustainable development is possible on a global scale. -The Kubota Group contributes to the conservation of global and local environments through its environmentally friendly operations, products, technologies, services, and global activities. The following are a select few products that where certified as Eco-Products in 2023: -M5002 Series: Compliant with exhaust gas regulations(North America) -LX2620: Compliant with exhaust gas regulations(North America) -M7 Series: Compliant with exhaust gas regulations(North America) -RTV-X: Compliant with exhaust gas regulations(North America) -RTV-X1130: Compliance with RoHS -SVL 75-3: Compliant with exhaust gas regulations(North America) -Diesel Engine EP-2309: Fuel consumption reduced by 12%	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Kubota’s advanced and reliable engines offer exceptional horsepower and performance with low noise, vibration, and outstanding fuel efficiency. Anti-Theft System: The engine can only be started with “programmed keys.” Even if a key has the same shape, it won’t start the engine unless it’s properly programmed. If an unprogrammed key is used, the anti-theft alarm will activate and continue until a programmed key is inserted and the engine is started. Auto Idling System: Save fuel with Kubota’s Auto Idle feature, which automatically lowers engine RPM when full power isn’t needed. After four seconds of inactivity with the control levers in neutral, the engine idles. Moving any control lever will instantly restore the engine to full RPM. This feature reduces noise and emissions, enhancing operational efficiency. Eco Plus: Kubota’s unique ECO PLUS feature maximizes fuel efficiency and supports environmental responsibility. With a simple switch, you can activate ‘Eco Mode’ for enhanced fuel savings over the standard mode.	*
46	Describe the safety features your equipment offers such as emergency stop, operator presence control, roll over protection systems, guarding, noise reduction, stability controls, warning lights, etc.	Safety is a top priority at Kubota. All machines come from the factory with Roll over protection system(ROPS), Seatbelt, OPC/Neutral safety switches, and any other necessary safety equipment to keep the operator safe. Seat belts are an integral part of any ROPS and should always be used. However, the seat belt should not be used when a foldable ROPS is down or a fixed ROPS is removed. All PTO shafts feature a safety guard and should be used at all times. The Anti-Stall system and other stability assistance features ensure the smooth operation of the machine. New models, such as the LX3310, feature enhanced noise reduction with improved window seals and the 4-pillar design with rounded glass offers more space and panoramic views of your surroundings. Kubota also offers various safety option kits such as backup/travel alarms, lights, etc. to further workspace safety.	

47	Describe any ergonomic features your equipment has such as anti-vibration, suspension and swivel seating, adjustable handles, ergonomic control layout for ease of reach, padded shoulder straps or harnesses, easy pull-start cords, etc.	The BX2380 and BX2680 models feature a deluxe operator's station, equipped with tilt steering and a high-back seat with armrests, creating a comfortable operator experience that transforms any chore into an enjoyable task. Meanwhile, the LX20 Series' factory-installed cab enhances year-round comfort, providing premium amenities such as air conditioning, heating, front LED headlights, and work lights. Its wide, spacious flat deck, reclining high-back suspension seat with armrests, tilt steering, and cruise control ensure that operators remain at ease. Additional features include telescopic stabilizers, mid and rear PTO, an integrated loader joystick, and intuitive, color-coded controls. The SCL1000 model offers a 4.3" color LCD monitor with keyless start, passcode protection, and consolidated machine monitoring with service reminders, making it easy to keep the equipment in top condition. A convenient 12-volt charging port comes standard. The patented T-drive handle delivers intuitive, ergonomic steering, while hydraulic pilot-operated loader and drive control valves ensure precise, responsive operation. In the SVL Series, operators enjoy a spacious cab with a luxurious, adjustable full-suspension seat and ample legroom, designed for comfort and convenience. This is reflected in the SVL 97-3 that contains a one piece cab that reduces dust collection in the cab, reduces decibels within the cab, and allows for easy clean out. Lastly for excavator operators, the KX033-4 model offers a redefined experience with a larger entrance, more legroom, and enhanced ergonomics that make routine tasks simpler. Its refined cabin combines functionality and comfort, setting a new standard in operator satisfaction. Finally, the RTV product line has received notable enhancements with the release of the new 2025 RTV-X series. This updated series now features a redesigned T-handle parking brake, strategically positioned to the left of the steering wheel for improved accessibility and ease of use. Additionally, the headrest has been refined, offering a fresh upgrade to enhance comfort and support.
48	Describe features your equipment offers that positively impact the environment such as low-emission engines, battery powered and electric, eco-mode settings, biodegradable fuel use, water conservation technology, solar powered charging capability, smart technology, auto-shut off/no-idling systems, etc.	Kubota offers three core solutions—Pure Engine Solutions, Hybrid Solutions, and Fuel Solutions—each uniquely designed to advance carbon neutrality. Pure Engine Solutions aim to enhance the fuel efficiency of existing engines. A notable example is the D902-K, an electronically controlled small engine, which entered mass production in 2022. It utilizes Kubota's proprietary combustion system, TVCR, which incorporates a common rail electronic control system typically found in larger diesel engines, adapted specifically for smaller engines. This technology minimizes black smoke emissions, reduces fuel consumption, and maintains a compact engine design. Hybrid Solutions integrate an engine with an electric motor to optimize performance. In scenarios requiring immediate high output and load, the electric motor supplements the engine's power, allowing a smaller engine—such as a 2.4L or 1.8L class—to replace a 3L class engine. This approach promotes downsizing and greater fuel efficiency. Fuel Solutions focus on alternative fuels to reduce reliance on fossil fuels. For example, the D1105-K engine runs on hydrotreated vegetable oil (HVO), a fuel produced by introducing hydrogen to vegetable oil. As plants, the source of HVO, absorb CO_2 while growing, this fuel essentially offsets the CO_2 released during combustion, making HVO-compatible engines a sustainable, carbon-neutral solution. In addition, Kubota is developing hydrogen-fueled industrial engines, drawing on its long standing expertise. These engines emit no CO_2 during combustion, marking a significant step toward decarbonization. Kubota is also committed to sustainable manufacturing by utilizing recycled materials in engine components. Ductile iron pipes, fittings, and various machine-cast products—such as crankcases, cylinder heads, and transmission cases—are produced primarily from recycled scrap iron, sourced both internally and externally. The recycling process effectively removes impurities, preserving the quality of the iron. As part of Kubota's Medium-Term Environmental Conservation Targets for 2025, the company aims to maintain a recycled material usage rate of at least 70%, promoting sustainability in production. (**See supporting documents for more information**)
49	Describe the serviceability of the products included in your proposal (parts availability, warranty and technical support, etc.)	Kubota's dealer network ensures efficient access to parts and service, enabling timely support for all machines. Dealers are equipped with KPAD and a streamlined parts ordering system to enhance order processing speed. Additionally, with the integration of Smart Supply in select partner dealerships, Kubota aims to proactively stock high-demand parts—helping dealers maintain inventory before shortages arise. For any questions or assistance with parts ordering, Kubota offers dedicated technical support through our divisional offices. *For details on warranty information, please refer to the supporting documents.*

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
50	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		○ Yes ◉ No	Kubota Tractor Corporation fully supports all Women- and Minority-Owned Business Enterprises (WMBE) and Small Business Enterprises (SBE). However, as a subsidiary of Kubota Japan, we do not currently track this information internally. Nonetheless, we remain fully committed to supporting these businesses.	*
51		Minority Business Enterprise (MBE)	○ Yes ◉ No	In regards to MBE Kubota dealerships are independently owned and operated. Under Kubota's business model, dealerships retain the right and discretion to conduct business with parties of their choosing.	*
52		Women Business Enterprise (WBE)	◉ Yes ○ No	In regards to WBE Kubota dealerships are independently owned and operated. Under Kubota's business model, dealerships retain the right and discretion to conduct business with parties of their choosing.	*
53		Disabled-Owned Business Enterprise (DOBE)	○ Yes ◉ No	In regards to DOBE Kubota dealerships are independently owned and operated. Under Kubota's business model, dealerships retain the right and discretion to conduct business with parties of their choosing.	*
54		Veteran-Owned Business Enterprise (VBE)	○ Yes ◉ No	Even though Kubota is not a VBE Kubota strives to help the veteran community whenever possible. Most recently reflected with a partnership with Boot Campaign, designed to help and support military families.	*
55		Service-Disabled Veteran-Owned Business (SDVOB)	○ Yes ◉ No	In regards to SDVOB Kubota dealerships are independently owned and operated. Under Kubota's business model, dealerships retain the right and discretion to conduct business with parties of their choosing.	*
56		Small Business Enterprise (SBE)	○ Yes ◉ No	In regards to SBE Kubota dealerships are independently owned and operated. Under Kubota's business model, dealerships retain the right and discretion to conduct business with parties of their choosing.	*
57		Small Disadvantaged Business (SDB)	○ Yes ◉ No	In regards to SDB Kubota dealerships are independently owned and operated. Under Kubota's business model, dealerships retain the right and discretion to conduct business with parties of their choosing.	*
58		Women-Owned Small Business (WOSB)	○ Yes ◉ No	In regards to WOSB Kubota dealerships are independently owned and operated. Under Kubota's business model, dealerships retain the right and discretion to conduct business with parties of their choosing.	*

Table 6: Pricing (400 Points)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
59	Describe your payment terms and accepted payment methods.	Kubota Tractor Corporation payment terms of sale are net thirty days and accepted payments may vary based on individual dealer network. The standard is cash typically by check or ACH payment, P-Card or Business credit card as well as finance and lease options via Kubota Credit Corporation (KCC).	*

60	Describe any leasing or financing options available for use by educational or governmental entities.	Kubota offers financing and leasing options to Sourcewell members through Kubota Credit Corporation (KCC). The target customer base of Sourcewell are municipal/government customers, educational and non-profits and for those type customers we only offer stamdard lease options. This special language in our lease agreements allow the entity to exit the lease if the government cuts funding for the project, and this is essential as this type of customer only approve budgets yearly and therefore need this language. When we talk about our municipal leases, we have two options. First let's discuss the Full Payout lease. This is like a loan, the customer makes regular payments and then at the end owns the equipment for $100. This is the option for the customer looking to own it at the end like a loan. The second option is the FPPO (Fixed Purchase Price Option) lease. This option gives the customer a lower payment and then at the end of the term, the customer can choose to purchase the equipment for a locked in purchase price (that is stated on their lease from the start) or they can turn the equipment back. If you have a Sourcewell customer who is not a true govt/muni - the product options would be different as they'd only have the FPPO option available for leasing but they would be eligible for a loan using the standard rates. When you select these options, there are two pricing program options. A dealer working this up can choose "muni lease promo" or "muni lease standard". Promo is our promotional pricing that can only be used in sales with govt customers who are not taking discounts that make them ineligible (like the KTC governmental discount). When using Sourcewell, the dealer MUST select the "muni standard rates" . This is because they are getting the advantage of the Sourcewell pricing (discount) and cannot be combined with any additonal promotions. Once this is entered, they can select terms from 24-60 months. They can choose four options that are available on intervals of 300, 600, 900,1200, (and sometimes offered in 1500, and 2000 depending on term/model). . Dealers can access this by entering the deal in Showroom, but this program is posted in Kubotalink. We have some current changes which took efferct on October 1, 2024 as follows: Promo Municipal Leasing Leasing APRs for the Promo Municipal Leasing Program are being lowered to match the current APRs for the Commercial Leasing Program. This change will lower the price point for this program across all models and reduce the complexity of managing different rates across promo programs. Standard Municipal Leasing Leasing APRs for the Standard Municipal Leasing Program have been lowered, and residuals have been increased to match the residuals on the Promo Municipal Leasing Program. These changes are designed to significantly reduce the price point for this program across all models and, when combined with the government discount, make price points more consistent with the Promo Leasing Program for most models. Please refer to RFB-2024-L03-R2 for complete details on these updates and refer to the applicable sales bulletins for incentive eligibility rules.	*
61	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	Kubota Dealers utilize our internal Integrated Kubota Quote (IKQ) or Build My Kubota (BMK) configurator for standard quotes to our Sourcewell customers. Each dealership salesperson has their individual access and login to this quote tool which provides the Dealer Name, Address, Salesperson's Name and Email address along with phone number for ease of identifying the quoting dealer and how to reach them directly for questions or confirmation of purchase. The individual dealer invoices and accepts purchase orders and payments directly from their individual customer's and handle the transaction from start of quote to final billing directly with the Sourcewell customer. Please see a sample of an attached Kubota integrated web quote.	*

62	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Kubota dealers may, at their discretion, accept the P-card procurement and payment process. Kubota encourages dealers to accept the P-card and encourages Sourcewell members to consult with their local supporting dealer for participation. Each dealership operates independently and therefore it's at the dealer discretion whether the finance charges assessed by the credit card (P-Card) transaction will be passed on to the customer or absorbed by the dealership. This fee should be a separate line item identified by the dealership and can range from 3 -5 percent in processing fees. The Sourcewell customer should confirm these fees if any with the participating dealership.	*
63	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Kubota pricing structure will range from 22-24 percent discount off Published MSRP price for each series and product family in our proposed solution. These discounts can be found in the supporting pricing documentation submitted.	*
64	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Kubota will offer a specific discount from our published list price for each series and product family in our proposed solution. These discounts from MSRP can be found in the supporting pricing documentation submitted in the documents step. The discount from published list price is as follows: Tractors B series - 22% BX series - 22% L series - 22% M series - 22% Turf F Series - 22%, GR Series - 22%, T Series - 22%, Z Series - 22% TLB series - B26, L47 & M62 - 22% Land Management Disc mowers - 22%, Rotary tedders - 22%, Rotary rakes - 22%, Spreaders - 22% We offer a 24% across the board for all Construction Equipment.	*
65	Describe any quantity or volume discounts or rebate programs that you offer.	Kubota will offer it's best and last pricing for individual units without requiring Sourcewell members to buy in volume or apply for rebates after the sale.	*
66	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or "non-contracted items". For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Kubota Requests for open market "sourced" or non-standard items can be added to Sourcewell members quotes at their request in order to complete the purchase of a Kubota item. Acceptance of these quoted sourced/non-standard items will be at the discretion of each Sourcewell members and their dealer who will provide a separate line item below the configured Kubota pricing structure for each sourced "open market" item.	*
67	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Pre-delivery inspections and freight will be shown on all Sourcewell member quotes to ensure complete costs of acquisition and complete transparency prior to Sourcewell member taking acquisition. These items will be clearly shown as line items on the customers web quote from Build My Kubota web quote form. All common accessories and attachments have a standard labor time associated with the installation of accessories. Dealer labor rates will vary due to regional economic differences (e.g. Seattle, WA and New York, NY labor rates are typically higher than Greenville, SC or Bowling Green, KY). Kubota reviews all dealer labor rate differences and ensures that all dealer rates are justified and compliant with normal regional economic conditions. Kubota strives to maintain a labor rate relative to $110./hour. All charges will be turnkey solutions with no hidden costs and will be clearly identified on all Sourcewell members quotes prior to solution acquisition.	*
68	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight charges will be shown on every Sourcewell member quote and based on prior to acquisition. Kubota's proposed solution includes many various models with great weight and size disparities (e.g. a Z242KW-48 Zero Turn Mower weights 900lbs, an M6-101DTC-F-1 Tractor weighs 11,387lbs). These units will be shipped from east coast, west coast, and central US warehouses to all 50 states, territories, Canada, and wherever Sourcewell members dealerships are located. A flat rate charge to ensure costs are covered would be prohibitively and artificially high. Our solution is a freight pricing model of showing freight charges tailored by size, model, weight, to a specific location. This solution best addresses the logistical variances in supporting all Sourcewell members equally.	*

69	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	The freight pricing model for Alaska Hawaii, Canada, and all offshore deliveries will be to show all freight charges on Sourcewell member quotes prior to acquisition. Freight in Canada by Kubota Canada Ltd. will follow this process. Freight for Hawaii and Alaska will be provided by a freight forwarder and shown on all quotes prior to acquisition by our quoting dealer network.	*
70	Describe any unique distribution and/or delivery methods or options offered in your proposal.	An innovative and unique aspect of Kubota's distribution method is having new forward inventory placed within our Kubota dealer network. Many products, attachments, accessories, and solutions are already in place and close to Sourcewell Members within our 1,100 plus location dealer network. This ultimately allows for a Sourcewell members to visit local dealers and many times have a hands-on opportunity with a solution prior to acquisition. While Kubota does ship products from its three US warehoused (California, Georgia, and Kansas) and one in Canada (greater Toronto area), this access to solutions locally is an added benefit to our Sourcewell Members. Additionally, having a local, servicing dealer allows for specialization of products to meet local and unique Sourcewell member needs and requirements prior to delivery (e.g. dealers based in and familiar with local subzero winterization requirements).	*
71	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	All of our Kubota dealers are authorized to become seller's off the Sourcewell contract by logging into their Sales portal with access to our contractual pricing agreement. Each Sourcewell member receives their equipment quotes directly from their local Kubota dealer. The quotation tool has all the necessary contract information embedded in the quote tool (discount %, eligible equipment, applicable contract #'s). Kubota self-audits multiple product groups regularly reviewing and auditing pricing along with our digital marketing group that manages our electronic pricing database. In addition, the National Accounts group regularly reviews dealer quoting for pricing and accuracy. These multiple layers of self-audit and review process elevate accuracy and compliance. Kubota dealers are not paid for their sales using the Sourcewell program without submitting all of the required information to report accurately on the Sourcewell contract usage reports. This information is in turn downloaded to create our usage reports for the Sourcewell program. This series of overlapping auditing for pricing and reporting drives contract compliance.	*
72	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	Kubota tracks all Sourcewell transactions which are reported to our Division offices and are downloaded on a weekly basis. These sales are tracked by Kubota dealers, purchasing entity, type of equipment purchased, and transaction amount. Quarterly sales reports are reviewed to compare the Sourcewell contract sales growth quarter over quarter and year over year.	*
73	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Kubota proposes paying a 1.5% administrative fee of the total sales generated from this contract less freight, assembly fees, and pre-delivery inspection fees for Kubota products only. Kubota has been a strategic partner of Sourcewell's for the past 14 years. The Sourcewell contracts Kubota holds have seen continued growth year over year and are very popular with our customers and frequently used by our 1,100 plus dealer network. The utilization of our Sourcewell contracts continues to grow and expand.	*

Table 7: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
74	The pricing offered is consistent with standard market pricing typically offered to individual municipalities, universities, or school districts.	The pricing offered on behalf of Kubota Tractor Corporation is a specified discount from the published list price for each series and product family in our proposed solution. The discount from MSRP can be found in the supporting pricing documentation. We offer the the best and last pricing for individual units without requiring Sourcewell members to buy in volume or apply for rebates after the sale.	*

Table 8A: Depth and Breadth of Offered Solutions (200 Points)

Line Item	Question	Response *	

75	Provide a detailed description of all the Solutions offered, including used, offered in the proposal.	1. Products: Kubota USA offers a wide range of products, primarily focused on equipment for agriculture, construction, landscaping, and turf management. Including: • Agricultural Equipment: Tractors (small to large), combines, hay tools, and other implements for farming and crop production. • Construction Equipment: Excavators, skid-steer loaders, wheel loaders, backhoes, and compact track loaders. • Lawn & Garden Equipment: Zero-turn mowers, riding mowers, and garden tractors. • Utility Vehicles: RTV (Rough Terrain Vehicles) for off-road work environments. • Attachments and Implements: Wide variety of attachments like loaders, backhoes, mowers, and snow blowers that are compatible with Kubota equipment. 2. Parts: KubotaUSA ensures that all parts and components are readily available for their equipment. This includes: • Genuine Kubota Parts: Original equipment manufacturer (OEM) parts designed to maintain optimal performance and ensure the longevity of Kubota products. • Parts Availability: Extensive availability of parts across the network of dealers and online through Kubota's website. • Online Parts Catalog: Kubota provides an easy-to-navigate parts catalog to help customers find the right components quickly. 3. Service: KubotaUSA's service offering includes a network of authorized service centers and highly trained technicians. Key features include: • Dealer Network: A nationwide network of Kubota dealers who are trained to provide repair, maintenance, and troubleshooting services. • Maintenance Packages: Kubota offers maintenance schedules and service packages to ensure that products are serviced on time and run smoothly. • Mobile Service: In some areas, Kubota offers mobile service for on-site repairs, minimizing downtime for customers. 4. Warranty: Kubota offers comprehensive warranty coverage for their products, which varies depending on the type of equipment. Key points to highlight include: • Standard Warranty Coverage: Kubota typically provides a 2-year or 3-year limited warranty on most equipment, with extended warranty options available. • Powertrain Warranty: Some Kubota products offer a separate powertrain warranty for components like engines, transmissions, and drive systems. • Warranty Transferability: Kubota allows warranty coverage to be transferred if the equipment is sold, offering peace of mind for new owners. 5. Financing: KubotaUSA provides a range of financing options to help customers purchase equipment, including: • Kubota Credit Corporation (KCC): A subsidiary of Kubota that offers flexible financing solutions tailored to both personal and business needs. • Leasing Options: Kubota offers leasing plans with flexible terms, including seasonal payments for agricultural customers. • Special Promotions: Kubota frequently runs promotional offers, such as low-interest rates or deferred payment plans, depending on the season and equipment type. 6. Customer Support: Kubota USA offers comprehensive customer support options to help customers with everything from product inquiries to troubleshooting. • Online Support Center: A resource-rich website with FAQs, manuals, parts diagrams, and how-to guides for all Kubota products. • 24/7 Support: Some customer service is available outside of normal business hours to provide urgent assistance. • Training and Education: Kubota offers product training for dealers and customers, covering everything from safe operation to equipment maintenance. • Customer Service: A dedicated customer service hotline for troubleshooting, warranty issues, and general inquiries.
76	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	1. Products - Land Pride Attachments: Land Pride offers a wide range of attachments that are compatible with Kubota tractors and other Kubota equipment. These products are designed to enhance the versatility and performance of Kubota machines across various applications, from agriculture to landscaping. Including: • Mowers & Finish Mowers: o Finish Mowers: Land Pride's finish mowers provide a clean, precise cut for residential and commercial lawns. o Rough Cut Mowers: These mowers are ideal for clearing overgrown fields, pastures, and roadways. o Flail Mowers: Land Pride's flail mowers are designed for more challenging environments and are great for mowing thick vegetation and brush.

		• Tillage Equipment: o Disc Harrows: Land Pride offers disc harrows that provide high-efficiency soil cultivation and are easy to adjust for different soil conditions. o Cultivators: Used for seedbed preparation, these tillers are available in various widths and configurations for Kubota tractors. • Post-Hole Diggers: o Land Pride post-hole diggers are designed to handle the toughest digging jobs and are ideal for fencing, landscaping, or planting applications. • Snow Removal Equipment: o Snow Blowers: High-performance snow blowers that are designed for heavy snow removal, particularly in agricultural or rural settings. o Snow Pushers: Heavy-duty snow pushers designed for clearing snow from large surfaces quickly and efficiently. • Landscape and Construction Attachments: o Box Blades: Used for grading and leveling, these are essential for landscaping and roadwork projects. o Rear Blades: A versatile tool for grading, backfilling, and snow removal. o Skid Steer Attachments: A range of attachments like pallet forks, buckets, and grapples that fit Kubota skid steer loaders. • Forks and Pallet Forks: o Land Pride offers a variety of forks and pallet forks to help Kubota owners move materials, whether for farming, construction, or landscaping. • Loaders & Loader Attachments: o Loader buckets, forks, and grapple attachments are specifically designed to enhance Kubota's compact loaders and tractors. 2. Parts: Land Pride, like Kubota, emphasizes the importance of using high-quality, genuine parts for their attachments. Here's what to include: • Genuine Land Pride Parts: Land Pride offers OEM parts to ensure the continued performance and longevity of their attachments. • Parts Availability: These parts are available through Kubota dealers and Land Pride dealers across the country. • Easy Access to Parts Catalog: Land Pride provides a detailed parts catalog that helps customers easily find replacement components for their attachments. 3. Service: Land Pride attachments are supported by a network of Kubota dealers, who can assist with installation, maintenance, and repairs. • Dealer Network Support: Land Pride attachments are serviced by Kubota-authorized dealers, who are trained to maintain and repair both Kubota equipment and Land Pride attachments. • Installation Services: Many Kubota dealers offer installation services for Land Pride attachments, ensuring they are properly fitted and ready for use. • Maintenance and Repairs: Routine maintenance and repair services are available for Land Pride attachments, ensuring long-lasting performance. 4. Warranty: Land Pride attachments typically come with a 1-year limited warranty from the date of purchase, with some exceptions for specific attachments. • Warranty Coverage: The warranty typically covers defects in material and workmanship under normal use and service. • Transferability: Like Kubota's equipment warranties, Land Pride's warranty may be transferable when the equipment is sold, adding value for used equipment buyers. • Extended Warranty: Some Kubota dealers offer extended warranty options for Land Pride attachments. 5. Financing: Kubota offers financing options for Land Pride attachments through Kubota Credit Corporation (KCC), similar to financing for Kubota equipment. • Flexible Payment Plans: KCC provides financing solutions with flexible payment options to fit a customer's budget. • Promotional Financing: Kubota and KCC frequently offer seasonal promotional financing, such as low-interest rates or deferred payments, to help customers purchase Land Pride attachments. • Leasing Options: Leasing may also be available for Land Pride attachments, offering flexibility for businesses or customers with changing needs. 6. Customer Support: Kubota provides robust customer support for both Kubota equipment and Land Pride attachments, ensuring that customers have access to the help they need. • Online Resources: Customers can access parts catalogs, service manuals, and troubleshooting guides for Land Pride attachments on the Kubota and Land Pride websites. • Dealer Support: Kubota dealers provide direct customer support for issues related to both Kubota equipment and Land Pride attachments. • Technical Assistance: Technical support is available for installation, maintenance, and troubleshooting of Land Pride attachments, either through the dealer network or Kubota's customer service.	*

Table 8B: Depth and Breadth of Offered Solutions

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
77	Lawn and garden equipment for all types of lawn, field and turf care, golf course, landscape, sidewalk, walking path, and parking lot maintenance, and snow removal	(•) Yes ( ) No	1. Mowers & Lawn Equipment • Zero-Turn Mowers: Kubota's zero-turn mowers come in both commercial and residential models. The Z700 Series is built for professional landscapers with high horsepower and large cutting decks, while the Z200 Series caters to residential use with user-friendly controls and powerful performance for larger lawns. • Stand-On Mowers: The SZ Series of stand-on mowers is designed for maneuverability and efficiency in tight spaces. These mowers offer excellent visibility and quick controls, perfect for landscapers working on residential properties. • Walk-Behind Mowers: The W Series includes commercial-grade walk-behind mowers. They're compact and designed for precision cutting in smaller or complex landscape areas, such as around flower beds or obstacles. • Compact Mowers: The T Series lawn tractors are designed for homeowners with small- to medium-sized lawns, featuring easy-to-use controls, comfortable seating, and smooth operation. • Grass-Cutting Attachments: In addition to their mower lineup, Kubota offers various grass-cutting attachments and accessories, including mulching kits, bagging systems, and striping kits, to enhance cutting performance and versatility. 2. Hay and Farm Implements • Hay Balers: Kubota's balers, such as the BV4160 and BV4180 series, are designed for high-density baling with features like low horsepower requirements and simplified controls, making them suitable for small to mid-sized farms. • Disc Mowers: The DM Series disc mowers are designed to work efficiently in a variety of crop types. These mowers are built for low maintenance and high-speed cutting, helping operators cover more ground quickly. • Tedders and Rakes: The TE Series tedders spread and aerate hay to promote drying, while the RA Series rotary rakes gather the hay into windrows, ensuring it's ready for efficient baling. • Wrappers: Kubota offers wrappers like the WR1100, which wrap bales in protective film to maintain hay quality during storage. • Spreaders and Seeders: Kubota's VS Series spreaders provide even distribution of fertilizer or seed over large fields, while their seeders ensure precision and control, improving crop yield. • Cultivators and Plows: Kubota

			offers a range of tillage equipment, such as plows and cultivators, to prepare fields for planting by aerating the soil, reducing compaction, and supporting root growth. 3. Utility Vehicles (UTVs) • RTV-X Series: Known for rugged durability, the RTV-X Series includes models like the RTV-X1140, which can be converted from a 2-passenger to a 4-passenger configuration. It features a robust suspension system, high ground clearance, and an integrated cargo bed, making it ideal for heavy-duty off-road applications. • RTV500: The RTV500 is compact and fuel-efficient, equipped with a liquid-cooled EFI engine and an independent suspension system. It's a great fit for light-duty tasks around farms, parks, and properties with tight spaces. • RTV900 Series: This series, featuring the RTV900XT, is a powerful workhorse with a diesel engine, high torque, and excellent hauling capabilities, designed for transporting tools, supplies, or workers over rough terrain. • Specialty Models (RTV-XG850 Sidekick): This model provides a high-speed option with a 48-horsepower gasoline engine, perfect for users who need speed and efficiency for larger properties or event management. • Attachments for UTVs: Kubota offers a variety of utility vehicle attachments, such as snowblades, winches, and cargo racks, allowing operators to customize their UTVs for various tasks and conditions. 4. Lawn, Field, and Turf Care • Zero-Turn Mowers: Kubota's Z-Series zero-turn mowers offer options for both commercial and residential turf care, with models capable of covering large fields efficiently. The mowers provide precise cutting, high horsepower, and are suitable for large estates, parks, and sports fields. • Stand-On and Walk-Behind Mowers: The SZ Series (stand-on) and W Series (walk-behind) mowers provide flexibility and maneuverability, ideal for smaller or more intricate turf areas like residential lawns, commercial properties, and tight spaces on landscapes. • Tractors with Turf Tires: Kubota's compact and sub-compact tractors can be equipped with turf tires to minimize ground impact, allowing them to work on golf courses and delicate lawns without damaging the turf. 5. Golf Course Maintenance • Precision Mowers: Kubota's range of mowers, especially the zero-turn models, can provide the close, consistent cut required for golf course fairways, greens, and roughs. • Utility Vehicles (UTVs): The RTV series UTVs, with their low impact on turf and utility bed options, are ideal for transporting tools and materials around golf courses efficiently.	*	

- Compact Tractors and Attachments: These tractors can handle a variety of golf course maintenance tasks, from seeding and aeration to topdressing. Kubota's compact tractors are equipped to manage tight fairway turns and maintain precise control, essential for golf course upkeep.

6. Landscape and Garden Maintenance

- Multi-Use Tractors and Attachments: Kubota's BX and B Series compact tractors support a wide array of attachments such as loaders, backhoes, and tillers. These are versatile tools for landscapers working on tasks like planting, mulching, or grading.
- Tillers and Cultivators: Kubota offers tillers and cultivators that help in soil preparation for gardens, flower beds, and landscaping projects.
- Front-Mounted Blades and Loaders: Attachments like front-mounted blades, loaders, and grapples allow for efficient clearing and shaping of landscapes.

7. Sidewalk, Walking Path, and Parking Lot Maintenance

- Compact Tractors and Attachments for Path Maintenance: Compact and sub-compact tractors are perfect for maintaining sidewalks and walking paths. They can handle a variety of attachments, such as brushes, blowers, and sweeper attachments, which are effective in keeping paths clear.
- Sweepers and Brooms: Kubota offers sweeper and rotary broom attachments that are ideal for cleaning up sidewalks, parking lots, and walking paths, removing debris, leaves, and dirt.
- RTV Series Utility Vehicles: These UTVs are perfect for transporting maintenance tools across paths and lots while minimizing the impact on pathways. They also offer snow removal options, making them versatile for year-round maintenance.

8. Snow Removal Equipment

- Snowblowers and Snow Blades: Kubota offers snowblowers and snow blade attachments for both tractors and UTVs, suitable for sidewalks, driveways, parking lots, and larger open areas.
- Utility Vehicles with Snow Attachments: Kubota's RTV-X Series utility vehicles can be equipped with snowblades and spreaders, providing an efficient snow removal solution for tight areas such as sidewalks and parking lots.
- Compact Tractors with Front-Mounted Blades: Kubota's compact tractors can also be fitted with front-mounted snow blades or snow blowers, allowing operators to clear snow in more confined areas such as paths and lots.

78	Irrigation and aeration equipment, systems, parts, and installation	(•) Yes ( ) No	While Kubota itself doesn't offer standalone irrigation and aeration systems, their equipment supports these applications effectively when combined with compatible attachments and third-party systems. If you're considering a specific type of irrigation or aeration solution, local Kubota dealers can often provide recommendations for compatible attachments and equipment to meet these needs. 1. Aeration • Compatible Aerator Attachments: Kubota's compact and sub-compact tractors (such as the BX and B Series) can be fitted with aerator attachments from third-party manufacturers. These attachments work well for golf courses, sports fields, and landscapes that require regular aeration to maintain soil health. • Pull-Behind Aerators for Tractors: Many users add pull-behind aerators to Kubota tractors. This setup enables efficient aeration for large turf areas, golf courses, and other fields, providing deep soil penetration for optimal water and nutrient absorption. • Compact Tractors for Golf and Lawn Aeration: Kubota's smaller tractors with turf tires help prevent turf damage, making them suitable for delicate aeration work on golf courses and lawns. 2. Irrigation Systems and Parts • Irrigation-Related Attachments and Implements: While Kubota does not manufacture irrigation systems, their tractors and utility vehicles can transport irrigation parts and systems for installation and repair projects. Compact and sub-compact models work well for maneuvering in tighter spaces often found in landscaping and golf course maintenance. • Utility Vehicles for Irrigation Maintenance: Kubota's RTV utility vehicles can assist maintenance teams by transporting irrigation equipment and supplies across expansive properties like golf courses, farms, and parks. 3. Installation and Support Capabilities • Use of Kubota Tractors in Installation: Kubota tractors are useful for preparing the ground for irrigation installation by grading, trenching, or digging as needed. They can be paired with third-party trenching and digging attachments for efficient setup of irrigation lines. • Dealer Network for Support: Kubota's extensive dealer network provides guidance and support, often working with landscape and agricultural professionals who can suggest compatible aeration and irrigation equipment from partner brands.	*
79	Beach and waterfront maintenance equipment and accessories	(•) Yes ( ) No	Although Kubota doesn't directly manufacture beach and waterfront maintenance equipment, their tractors, UTVs, and attachments can support a range of tasks commonly associated with waterfront care when paired with	

			the appropriate third-party accessories. For specific beach grooming and waterfront solutions, it's often helpful to consult with a Kubota dealer who may have local recommendations for compatible tools and attachments. 1. Sand Grooming and Beach Cleaning • Compact and Sub-Compact Tractors with Compatible Attachments: Kubota's BX and B Series tractors can be paired with third-party beach grooming attachments, like sand rakes and groomers, to help clean and level sandy areas on beaches. • Box Blades and Land Planes: These attachments are available for Kubota tractors and can assist in leveling sand and smoothing surfaces on beachfront areas, though they aren't specifically beach groomers. 2. Waterfront Vegetation Control • Mowers and Brush Cutters: For areas near water that require vegetation control, Kubota's zero-turn mowers or compact tractors with brush cutters can manage grassy, brushy areas near the shore. • Tractors with Flail Mowers: Kubota tractors with flail mower attachments can clear heavy vegetation around waterfronts or in hard-to-reach spots along riverbanks or lakeshores. 3. Erosion Control and Shoreline Maintenance • Utility Tractors for Erosion Prevention: Kubota's larger tractors, such as the L or M Series, can assist with shoreline maintenance by carrying and positioning materials like rocks, sandbags, or erosion control blankets. • Front Loaders and Backhoes: Kubota's compact and utility tractors can be equipped with front loaders or backhoes to transport, dig, and position materials along shorelines for erosion prevention projects. 4. Debris Removal and Transport • RTV Utility Vehicles for Shoreline Clean-Up: Kubota's RTV Series utility vehicles can be fitted with cargo beds to help transport trash, driftwood, and other debris from waterfronts to disposal areas. The RTVs' off-road capability makes them suitable for traversing sandy or uneven terrain near shorelines. • Fork Attachments for Large Debris: Front forks on Kubota tractors allow for the transport of larger objects or debris that may wash up on shore. 5. Dredging and Silt Removal • While Kubota does not produce dredging equipment, their tractors and RTVs can be used to transport silt or dredged material away from the waterfront area after it has been removed by specialized equipment.	*

Table 9: Exceptions to Terms, Conditions, or Specifications Form

Line Item 80. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement.

Do you have exceptions or modifications to propose?	Acknowledgement *
	(•) Yes ( ) No

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - Sourcewell Discount Structure.pdf - Tuesday November 19, 2024 14:09:43
- Financial Strength and Stability - KBT 2nd Quarter Financials.pdf - Wednesday November 13, 2024 08:21:04
- Marketing Plan/Samples (optional)
- WMBE/MBE/SBE or Related Certificates (optional)
- Standard Transaction Document Samples - RTVX1140WLHS WEB QUOTE #2828724.pdf - Tuesday November 19, 2024 15:09:00
- Requested Exceptions (optional)
- Upload Additional Document - Sourcewell Additional Documents.zip - Monday November 25, 2024 12:20:49

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. Proposer its employees, agents, and subcontractors are not:

1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;
2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or
3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Mark Adams, Senior Manager National Account Sales, Kubota Tractor Corporation

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum 6 Grounds Maintenance Eqpt RFP Tue November 12 2024 03:29 PM	☑	1
RFP 112624 Grounds Maintenance Equipment Pre-Proposal Recording Link Mon November 11 2024 08:17 AM	☑	1
Addendum 5 Grounds Maintenance Eqpt RFP Fri November 8 2024 10:31 AM	☑	2
Addendum 4 Grounds Maintenance Eqpt RFP Mon November 4 2024 04:03 PM	☑	1
Addendum 3 Grounds Maintenance Eqpt RFP Mon October 28 2024 03:53 PM	☑	2
Addendum 2 Grounds Maintenance Eqpt RFP Wed October 16 2024 08:40 AM	☑	2
Addendum 1 Grounds Maintenance Eqpt RFP Wed October 9 2024 07:54 AM	☑	2

STEWART MARTIN KUBOTA SALES & LEASING

Stewart Martin Equipment
2509 S 32nd St
Muskogee, OK 74401
Phone: 918.683.1000
www.stewartmartinequipment.com

Whole Goods
Sales Invoice

SCORCEWELL

Sold To: CITY OF MUSKOGEE **Phone:** _____ **Date:** September 24, 2026
Address: JASON GREEN **Salesperson:** RICK
City: _____ **State:** _____ **Zip Code:** _____ **County:** _____
Email: _____

Customer Pick-Up:		**Cash / Check #:**	
Delivery:		**PO #:**	
Delivery Miles:		**Finance Term:**	

Extended Warranty:		
No Ext:	1 Year:	2 Years:

We), the undersigned, hereby order from Dealer the equipment described below, to be delivered as shown below. This order is subject to Dealer's ability to obtain such Equipment from : manufacturer and Dealer shall be under no liability if delivery of the Equipment is delayed or prevented due to labor disturbance, transportation difficulties, or any reason beyond aler's control. The price shown below is subject to Dealer's receipt of the Equipment prior to any change in price by the manufacturer. It is also subject to any new or increased taxes posed upon the sale of the Equipment after the date of the order.

ty	New/Used	Description	Serial #	Stock #	Amount
1	NEW	KUBOTA SVL75-3HFWVRCC CAB AND AIR		LIST	$92,600.00
		HIGH FLOW ,WIDE TRACKS, HYD QUICK	ATTACH AND AIR RIDE SEAT		
1	NEW	S6861 SPECIAL APPLICATION DOOR		LIST	$4,048.00
1	NEW	AP-HD74LLC 74" BUCKET		LIST	$2,820.00
			SCORCEWELL DISCOUNT	25%	($24,785.50)
1	NEW	LAND PRIDE AP6072 BRUSH HOG		LIST	$17,932.00
			SCORCEWELL DISCOUNT	24%	($4,303.68)
			DEALER ASSEMBLY		$275.00
			FREIGHT COST		$887.50
			PDI		$400.00

We) offer to sell, transfer, and convey the following item(s) at or prior to the time of delivery of the ove Equipment, as a "trade-in" to be applied against the cash price. Such item(s) shall be free and clear all security agreements, liens, and encumbrances at the time of transfer to you. The following is a scription and the price to be allowed for each item.

PRICES LISTED INCLUDE ALL APPLICABLE BONUSES, INCENTIVES, AND REBATES

Trade-In Information

ty	Make	Description	Serial #	Amount

Trade-In Allowance	$0.00
Less Amount Owed:	
Net Trade-In Allow:	$0.00

Sales Tax @: 0.000%	$0.00
Delivery	
Cash Price	$89,873.32
Cash with Order	
Trade-In	$0.00
Total: Cash & Trade	$0.00
Unpaid Cash Balance	$89,873.32
Other Charges	
Balance Due	$89,873.32

I (We) promise to pay the Balance Due shown above in cash, or to execute a Time Sale Agreement (Retail Installment Contract), or a Loan Agreement, for the purchase price of the Equipment, plus additional charges shown thereon or execute a Lease Agreement, on or before delivery of the Equipment ordered herein. Despite physical delivery of the Equipment, title shall remain in the seller until one of the foregoing is accomplished.

nplete this section when tractors are sold. Statistics show that severity of ıries are greatly reduced and fatalities practically eliminated through use of PS and a seat belt if a tractor overturns. I have been advised and understand t the use of ROPS and a seat belt are recommended n alost all applications.

nature of Purchaser _____

THANK YOU - WE APPRECIATE YOUR BUSINESS!!

_____ Received By

_____ Date Signed

Warranty Information: For New Equipment, please see the manufacturer's warranty statement for details. For Used Equipment, Equipment is sold "AS-IS" with no warranties either expressed or implied.

Dry - Drive Clutches and Slip Clutches are not covered by manufacturer's warranty.

I _____ am engaged in the business of farming, and the farm machinery and equipment I have purchased will be exclusively and directly used in the agriculture production of food or fiber as a business. I am aware that any false representation made by me in an attempt to purchase farm machinery and equipment free from Oklahoma sales tax is a misdmeanor.

NOTICE: Equipment may be equipped with telematics hardware and software ("Telematics") that transmit data to Kubota.

If you wish to opt-out of telematics, please Initial here: _____

WE LOOK FORWARD TO SEEING YOU AT ANY OF OUR LOCATIONS!

Regular City Council **14.**

Meeting Date: 10/26/2026
Initiator: Tammy Tracy, City Clerk
Department: City Clerk
Staff Information Source: Councilor Tracy Hoos

Information

AGENDA ITEM TITLE:

Consider approval of the appointment of Ryan Lowe to the Parks and Recreation Board, to serve a four (4) year term, beginning November 1, 2026, and ending October 31, 2030, or take other necessary action. (Councilor Tracy Hoos)

BACKGROUND:

This appointment is not a Councilmember seat.

RECOMMENDED ACTION:

Approve appointment.

Fiscal Impact

Attachments

No file(s) attached.

Regular City Council **15.**

Meeting Date: 10/26/2026
Initiator: Tammy Tracy, City Clerk
Department: City Clerk
Staff Information Source: Councilor Mike Brawley

Information

AGENDA ITEM TITLE:

Consider approval of the appointment of Dave Ross to the Muskogee Medical Center Authority, to serve a seven (7) year term, filling the expired term of Derrick Reed, beginning November 1, 2026, and ending on October 31, 2033, or take other necessary action. (Councilor Mike Brawley)

BACKGROUND:

Councilor Brawley wishes to apppoint Dave Ross to this Authority.

RECOMMENDED ACTION:

Approve the appointment.

Fiscal Impact

Attachments

No file(s) attached.

Regular City Council **16.**

Meeting Date: 10/26/2026
Initiator: Tammy Tracy, City Clerk
Department: City Clerk
Staff Information Source: Councilor Mike Brawley

Information

AGENDA ITEM TITLE:

Consider approval of the appointment of Cindy Miller to the Muskogee Wellness Initiative Coalition, to serve a four (4) year term, filling the expired term of Kevin Anthis, beginning November 1, 2026, and ending on October 31, 2030, or take other necessary action. (Councilor Mike Brawley)

BACKGROUND:

Councilor Brawley wishes to apppoint Cindy Miller to this board.

RECOMMENDED ACTION:

Approve the appointment.

Fiscal Impact

Attachments

Cindy Miller

APPLICATION FOR APPOINTMENT TO A BOARD OR COMMISSION

RECEIVED
OCT 04 2026
CITY CLERK

CITY OF MUSKOGEE
CITY COUNCIL

APPLICATION FOR CITY COUNCIL APPOINTMENT TO A BOARD OR COMMISSION

Application Instructions:

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

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

Your Full Legal Name: Cynthia Miller
Your Preferred Name: Cindy

Business Name: Cynthia Miller
Home Address: 201 S 33rd Muskogee

Job Title/Employment Date: Director
City Zip: Muskogee 74401

Business Address: Okla Heart Hosp 4050W Memorial OKC OK 73120
Ward: 1 2 3 (4)

Business Phone: —
Home Phone: —

Fax: —
Cell Phone: 9186850132

Business Email: cindymiller@okheart.com
Home Email: cin1968@att.net

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

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

Education (high school, name and location of college or university, year graduated, and degree):
Muskogee 1968 Dipolma
St Anthonys School of Nursing 1970
Okla City University Nursing 1980
University Oklahoma Masters in Nursing Public Health 1996

APPLICATION FOR APPOINTMENT TO A BOARD OR COMMISSION

Current employment (job description, employment date, supervisor):
Director of Transformation Oklahoma Heart Hospital Oklahoma City Oklahoma

Peggy Tipton COO 405 608-3303

Previous employment or experience:
56 years registered nurse exp. 30 yedrs in hebathcare administration, leddership in quality, risk and infection prevention, case management and nursing leadership, Responsible for staffing budgeting and strategic planning \Responsible for contract management in related areas

Professional Licenses Held (if applicable):
Registered Nurse
Faith Community Nurse
Professional Infection Prevention and hospital Epidemiology

Professional References (name, title, contact phone number):
Peggy Tipton COO Oklahoma Heart Hospito

Memberships in professional or civic organizations (please include offices held and dates of terms):
Oklahoma Nurses Association
Epidemiologists and Professionals in Infection Control
Faith Community Nurse

Military Service Record (including awards, decorations, etc.):
None

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

Do you currently hold a public office? Public offices include elected or appointed officials of a municipality (it does not have to be Muskogee it could be any town or city), elected or appointed official of any county or the state or federal government, are a trustee of a public trust, are employed by any entity as a police officer, fire fighter, deputy sheriff, assistant district attorney or similar position or the member of a school board or appointed official of a school system or any other public or similar position.
NO

Do you have any financial or other interests that might present a conflict of interest, or the appearance of such a conflict, if you were to be appointed to the position for which you have applied? (No) Yes (If yes, please explain)

APPLICATION FOR APPOINTMENT TO A BOARD OR COMMISSION

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

I want to serve my community to facilitate mutually beneficial relationships toward heath and well being

RELEASE OF INFORMATION

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

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

Cynthia Miller
Signature of Nominee

9/14/26
Date

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

_____
Signature of Sponsor

Regular City Council **17.**

Meeting Date: 10/26/2026
Initiator: Tammy Tracy, City Clerk
Department: City Clerk
Staff Information Source: Mayor Ryan Lowe

Information

AGENDA ITEM TITLE:

Consider approval of the appointment of Kurt Watson to the City Facilities Board, filling the expired term of Robin Hopkins, to serve a five (5) year term, beginning November 1, 2026, and ending October 31, 2031, or take other necessary action. (Mayor Ryan Lowe)

BACKGROUND:

This appointment will fill the expired seat of Mr. Robin Hopkins.

RECOMMENDED ACTION:

Approve the appointment.

Fiscal Impact

Attachments

No file(s) attached.

Regular City Council **18. a.**

Meeting Date: 10/26/2026
Submitted For: Tera Shows, Economic Development
Initiator: Tera Shows, Economic Development Manager
Department: Economic Development
Staff Information Source:

Information

AGENDA ITEM TITLE:

Pursuant to Section 307 C.11, Title 25, consider convening in Executive Session to confer on matters pertaining to Economic Development Project ED-2026-24, including a proposal to incentivize a business in the southwestern quadrant of the City, and if necessary, take appropriate action in Open Session. (Tera Shows)

BACKGROUND:

Convene in Executive Session to confer on matters pertaining to Economic Development Project ED-2026-24, including a proposal to incentivize a business in the southwestern quadrant of the City, and if necessary, take appropriate action in Open Session. The Board is advised that publicly conferring on matters pertaining to economic development, including the transfer of property, financing, or the creation of a proposal to incentivize a business to remain or to locate within their jurisdiction if public, would interfere with the development of products or services and public disclosure would violate the confidentiality of the business discussion of this item.

RECOMMENDED ACTION:

Convene in Executive Session and, if necessary, take appropriate action in open session.

Fiscal Impact

Attachments

No file(s) attached.

Regular City Council **18. b.**

Meeting Date: 10/26/2026
Initiator: Maggie Eaton, Human Resources Director
Department: Personnel
Staff Information Source: Maggie Eaton

Information

AGENDA ITEM TITLE:

Pursuant to Section 307 B.2, Title 25, Oklahoma Statutes, consider convening in Executive Session to discuss negotiations with the International Association of Firefighters, Local No. 57 and, if necessary, take appropriate action in Open Session. (Maggie Eaton)

BACKGROUND:

The City's negotiating team desires to discuss with the Mayor and City Council ongoing negotiations with IAFF Local No. 57. The City Council should determine that disclosure of ongoing negotiations between the City and IAFF will seriously impair the ability of the City to continue negotiations. Therefore, the Council should convene in Executive Session to discuss this matter.

RECOMMENDED ACTION:

Discuss negotiations with the International Association of Fire Fighters, Local No. 57 and, if necessary, take appropriate action in Open Session.

Fiscal Impact

Attachments

No file(s) attached.

Regular City Council **18. c.**

Meeting Date: 10/26/2026

Initiator: Tammy Tracy, City Clerk

Department: City Clerk

Staff Information Source: Councilors Tracy Hoos, Shirley Hilton-Flanary, and Tom Martindale

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Information

AGENDA ITEM TITLE:

Pursuant to Section 307 B.1 Title 25, Oklahoma Statutes, consider convening in Executive Session to discuss the employment, hiring, appointment, promotion, demotion, disciplining or resignation of the City Attorney, and if necessary, take appropriate action in Open Session. (Councilors Tracy Hoos, Shirley Hilton-Flanary, and Tom Martindale)

BACKGROUND:

The City Attorney advises that matters pertaining to the employment of any individual salaried public officer or employee are appropriate items for Executive Session, and that all matters discussed therein are confidential and not open to public disclosure.

RECOMMENDED ACTION:

Convene in Executive Session and, if necessary, take appropriate action in Open Session.

Fiscal Impact

Attachments

No file(s) attached.
