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

(Public Comment during Public Hearing or Agenda item comment)

Council Rules of Decorum limit citizen comments on agenda items and public hearings to five (5) minutes and general comments for non-agenda items to (3) minutes. Any person desiring to address the Committee during such period is required to sign in with the City Clerk prior to the Committee meeting between 5:00 p.m. and 5:15 p.m. on the third floor of City Hall or any time 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
FINANCE COMMITTEE
JUNE 8, 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

1. Consider approval of Finance Committee minutes of May 11, 2026, or take other necessary action.

2. Consider approval of claims for all City departments April 4, 2026 through May 1, 2026, or take other necessary action.

3. Consider approval of claims for all City departments May 2, 2026 through May 29, 2026, or take other necessary action.

4. Hold a Public Hearing to discuss the City of Muskogee Budget for FY2026-2027, and take other necessary action. (Dennis Read)

   **Note: A complete copy of the FY2026-2027 Budget can be found on the City of Muskogee Website.

5. Consider approval of nine (9) annual Wholesale Water Agreements with the following wholesale water customers: Rural Water District #1, Rural Water District #2, Rural Water District #5, Rural Water District #6, Rural Water District #9, Haskell Public Works Authority, Okay Public Works Authority, Porter Public Works Authority, and Taft Public Works Authority, to be effective July 1, 2026, or take other necessary action. (Keri Spencer)

ADJOURN

Finance Committee **1.**

Meeting Date: 06/08/2026
Initiator: Jennifer Sharp, Admin II
Department: City Clerk
Staff Information Source:

Information

AGENDA ITEM TITLE:
Consider approval of Finance Committee minutes of May 11, 2026, or take other necessary action.

BACKGROUND:

RECOMMENDED ACTION:

Fiscal Impact

Attachments

05112026 finmin

MINUTES

OF THE FINANCE COMMITTEE
OF THE CITY OF MUSKOGEE, OKLAHOMA
MET IN REGULAR SESSION
IN COUNCIL CHAMBERS OF CITY HALL
MAY 11, 2026

The Finance Committee of the City of Muskogee, Oklahoma, met in Regular Session at 5:30 p.m. on May 11, 2026, in Council Chambers, Municipal Building, 229 W. Okmulgee Ave., Muskogee, Oklahoma.

Present:	Ryan Lowe, Mayor; Derrick Reed, Chair; Tracy Hoos, Committee Member; Shirley Hilton-Flanary, Committee Member; Melody Cranford, Committee Member; Dan Hall, Committee Member; Tom Martindale, Committee Member; Mike Brawley, Committee Member; Jeremy Schuler, Committee Member
Staff Present:	Kendal Francis, City Manager; Keri Spencer, Interim City Attorney; Tammy L. Tracy, City Clerk; Tera Shows, Assistant City Manager; Avery Rigney, Assistant Public Works Director; Mike Stewart, Public Works Director; Sarah Winkle, Director of Planning; Johnny Teehee, Police Chief; Jody Moore, Fire Chief; Kenna Terrell, Deputy City Clerk

Mayor Ryan Lowe recognized Susan Ross as Employee of the Month for April 2026.

Mayor Ryan Lowe proclaimed the week of May 11, 2026, as Teacher Appreciation Week.

1. Consider approval of Finance Committee Minutes of April 13, 2026, or take other necessary action.

   Motion was made by Committee Member Tracy Hoos, seconded by Committee Member Tom Martindale to approve Finance Committee Minutes of April 13, 2026.

   AYE: Mayor Ryan Lowe, Chair Derrick Reed, Committee Member Tracy Hoos, Committee Member Shirley Hilton-Flanary, Committee Member Melody Cranford, Committee Member Dan Hall, Committee Member Tom Martindale, Committee Member Mike Brawley, Committee Member Jeremy Schuler

   Carried - Unanimously

2. (Stricken) Consider approval of claims for all City departments April 4, 2026 through May 1, 2026, or take other necessary action.

4. Discuss and take action to nominate and appoint a Vice-Chair of the Finance Committee. (Chair Derrick Reed)

Motion was made by Committee Member Tracy Hoos, seconded by Mayor Ryan Lowe to approve to nominate and appoint Committee Member Melody Cranford as Vice-Chair of the Finance Committee.

AYE: Mayor Ryan Lowe, Chair Derrick Reed, Committee Member Tracy Hoos, Committee Member Shirley Hilton-Flanary, Committee Member Melody Cranford, Committee Member Dan Hall, Committee Member Tom Martindale, Committee Member Mike Brawley, Committee Member Jeremy Schuler

Carried - Unanimously

5. Discuss and take action to nominate and appoint two (2) members to the Purchasing Committee. (Chair Derrick Reed)

Motion was made by Committee Member Tracy Hoos, seconded by Committee Member Tom Martindale to approve to nominate and appoint Mayor Ryan Lowe and Committee Member Shirley Hilton-Flanary to the Purchasing Committee.

AYE: Mayor Ryan Lowe, Chair Derrick Reed, Committee Member Tracy Hoos, Committee Member Shirley Hilton-Flanary, Committee Member Melody Cranford, Committee Member Tom Martindale, Committee Member Mike Brawley, Committee Member Jeremy Schuler

NAY: Committee Member Dan Hall

Carried

6. Consider approval of Resolution No. 3092 declaring items of personal property in the 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 new public safety tax has allowed the Fire Department to purchase new fire apparatus, allowing the City to be able to surplus the 1998 Ferrara Fire Engine.

Motion was made by Committee Member Shirley Hilton-Flanary, seconded by Committee Member Tom Martindale to approve Resolution No. 3092 declaring items of personal property in the 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, Chair Derrick Reed, Committee Member Tracy Hoos, Committee Member Shirley Hilton-Flanary, Committee Member Melody Cranford, Committee Member Dan Hall, Committee Member Tom Martindale, Committee Member Mike Brawley, Committee Member Jeremy Schuler

Carried - Unanimously

7. Consider approval for the Muskogee Fire Department to donate a surplus 1998 Ferrara fire engine to the Town of Fort Gibson, or take other necessary action. (Jody Moore)

Motion was made by Committee Member Dan Hall, seconded by Committee Member Shirley Hilton-Flanary to approve for the Muskogee Fire Department to donate a surplus 1998 Ferrara fire engine to the Town of Fort Gibson.

AYE: Mayor Ryan Lowe, Chair Derrick Reed, Committee Member Tracy Hoos, Committee Member Shirley Hilton-Flanary, Committee Member Melody Cranford, Committee Member Dan Hall, Committee Member Tom Martindale, Committee Member Mike Brawley, Committee Member Jeremy Schuler

Carried - Unanimously

8. Consider approval to purchase a 2026 Ford F-350, Regular Cab 4WD Truck, for the Facilities Maintenance Department, in the amount of $73,056.00, utilizing State Contract Pricing No. SW035, or take other necessary action. (Jeff Reeves)

Facilities Manager Jimmy Thomason stated this will be replacing a 2013 F-150 truck that is undersized and underpowered for its intended use. The new truck has a service bed, allowing the department to carry equipment more efficiently. Mr. Thomason stated this is a budgeted item and is under budget.

Motion was made by Committee Member Tracy Hoos, seconded by Committee Member Shirley Hilton-Flanary to approve to purchase a 2026 Ford F-350, Regular Cab 4WD Truck, for the Facilities Maintenance Department, in the amount of $73,056.00, utilizing State Contract Pricing No. SW035.

AYE: Chair Derrick Reed, Committee Member Tracy Hoos, Committee Member Shirley Hilton-Flanary, Committee Member Melody Cranford, Committee Member Tom Martindale, Committee Member Mike Brawley, Committee Member Jeremy Schuler

NAY: Mayor Ryan Lowe, Committee Member Dan Hall

Carried

There being no further business, the meeting was adjourned.

CHAIR DERRICK A. REED
FINANCE COMMITTEE

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Finance Committee **2.**

Meeting Date:	06/08/2026
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 April 4, 2026 through May 1, 2026, or take other necessary action.

BACKGROUND:

Claims for all City departments.

RECOMMENDED ACTION:

Approve claims April 4, 2026 through May 1, 2026.

Fiscal Impact

Attachments

Purchasing Claims 5/11/2026

Purchasing Claims (Tourism) 5/11/2026

CITY OF MUSKOGEE CLAIMS

CHECK NO.	VENDOR	AMOUNT	DESCRIPTION
256518	BLUECROSS/BLUE SHIELD OF OK	127,203.61	insurance
256519	BRANDT, BETH	8.17	utility refund
256520	BRAVE, CALLIE ANN	14.76	utility refund
256521	COBBLESTONE GOLF - SCOTT	23.95	utility refund
256522	CUSTOM ELITE PROPERTY	100.00	utility refund
256523	DOWNER, SHAWN	15.01	utility refund
256524	GREAT LIFE INVESTMENTS	100.00	utility refund
256525	HASH, OMA	3.10	utility refund
256526	JE DUNN CONSTRUCTION	4,922.28	utility refund
256527	JENESUS PROPERTY SOLUTIONS	16.69	utility refund
256528	JONES, SHARON E	98.13	utility refund
256529	LAKE MOORE REAL ESTATE INC	90.00	utility refund
256530	REINER, SHIRLEY M	78.29	utility refund
256531	RHODEN, DALTON	90.00	utility refund
256532	ROYSE, BRANDON K	16.69	utility refund
256533	STUART, MEGAN R	10.00	utility refund
256534	WARDLOW, DONALD	22.99	utility refund
256535	ACCURATE LABS & TRAINING CENTE	110.00	water testing/lab
256536	ACTION GROUP STAFFING	4,541.06	temp employees
256537	ADVANCED MICROBIAL SERVICES, I	475.00	miscellaneous
256538	ADVANCED WORKZONE SERVICES, LL	531.25	traffic miscellaneous supplies
256539	APAC CENTRAL INC	21,752.92	road materials contractor
256540	APPLIED MEDIA CONCEPTS INC	4,630.00	Civic Center event setup
256541	B & R ELECTRIC SERVICE INC	2,950.00	electrical contractor
256542	BANNER FIRE EQUIPMENT INC	1,598.08	Fire parts/equipment
256543	BEN E. KEITH	4,560.81	concessions
256544	BLESSED GROUND MAINTENANCE	175.00	lawncare contractor
256545	BOONE & BOONE SALE CO INC	2,933.01	Pollution Control grinder pump
256546	BROKEN ARROW ELECTRIC	190.62	electrical supplies/service
256547	GARRETT BROWN	1,000.00	All Aboard Thursday performance
256548	BURTON POOLS AND SPAS, LLC	686.88	Butterfly Papilion fountain
256549	CAGLE'S FLOWERS & GIFTS	65.00	miscellaneous
256550	CHEM-DRY	700.00	miscellaneous
256551	CINCINNATI RADIATOR SERVICE IN	315.00	fleet miscellaneous
256552	CINTAS CORPORATION #2	2,024.31	uniforms/janitorial
256553	CITYWIDE PROPERTY MAINTENANCE	700.00	mowing contractor
256554	CLAY SMITH TOOLS, LLC	2,739.00	fleet update for scanbay/annual subscription
256555	COFFEE NEWS OF MUSKOGEE	552.45	ad
256556	CONNECT DME, LLC	3,374.00	medical equipment
256557	CONTRACTOR SOLUTIONS	1,720.00	manhole light ring
256558	RHODES PRINTING	1,890.00	Flower Power custom jerseys
256559	KENYONNE DERRICK	810.00	teen center fitness
256560	DANIELLE DEZSO-JONES	650.00	swim&fit instructor
256561	EAST CENTRAL ELECTRIC	927.52	city utility
256562	JERRY EATON SCOTT	360.00	teen center tutoring
256563	EXPRESS EMPLOYMENT PROFESSIONA	5,959.88	temp employees
256564	FASTENAL COMPANY	303.80	parts/supplies/janitorial
256565	AVERY LAWN CARE	1,160.00	lawncare contractor
256566	FITNESS ON DEMAND LLC	229.00	swim&fit app
256567	FLEETPRIDE INC	161.98	fleet miscellaneous
256568	FM CONSTRUCTION LLC RAFE FORD	1,750.00	Airport hangar 2 roof leak repair
256569	CADENCE PETROLEUM GROUP	26,484.30	fuel

256570	GRAINGER	79.92	parts/supplies/janitorial
256571	GREEN COUNTRY TOURISM	400.00	memberships/ads
256572	HARRISON TIRE & SUPPLY	1,050.00	fleet miscellaneous
256573	USA BLUEBOOK	679.27	Public works lab equipment
256574	HOLT TRUCK CENTERS OF OKLAHOMA	101.98	fleet miscellaneous
256575	STRYKER SALES LLC	425.88	Police equipment
256576	I 40 RACE SERVICE LLC	270.00	miscellaneous
256577	J & R EQUIPMENT	128.66	fleet parts
256578	JODY MOORE	26.00	employee miscellaneous
256579	JOHN DEERE FINANCIAL F.S.B.	83.97	miscellaneous/uniforms
256580	STEVEN JOHNS II W	1,600.00	All Aboard sound and lighting
256581	JOHNSON'S SERVICE COMPANY	760.00	miscellaneous service
256582	JONAS FITNESS, INC	847.32	swim&fit monthly pos service
256583	KTNT	250.00	radio ad
256584	TRAINING KAMP, LLC	270.00	Teen Center fitness
256585	KTFX FM RADIO STATION	1,050.00	radio ad
256586	LAKE REGION ELECTRIC COOPERATI	2,708.00	city utility
256587	LESLIE HAMIL	108.26	employee miscellaneous
256588	LOCKE SUPPLY CO	462.72	miscellaneous
256589	LOVE BOTTLING CO - #170650	1,980.00	concessions
256590	LOVE BOTTLING CO - #208400	1,432.80	concessions
256591	LOVE BOTTLING CO - #208410	11.52	miscellaneous/concessions
256592	LOWES	2,521.76	supplies/parts/tools
256593	LUM ENTERPRISES INC DBA	13,249.70	fleet new brake lathe
256594	MARIO'S QUALITY OVERHEAD DOORS	2,105.00	Fire station#7 door motor replacement/Water Department Overhead door repair
256595	MARVIN'S MOWERS AND OUTDOOR LL	124.45	miscellaneous parts
256596	MATLOCK SECURITY SERVICES	120.00	miscellaneous
256597	MAXINE SLUSSER	57.00	travel/education
256598	MCINTOSH CORP	1,919.04	plumbing contractor
256599	MORGAN SERVICES COMPANY LLC	75.00	tow services
256600	MULLENS AUTOMOTIVE GROUP LLC	574.60	fleet parts/repair
256601	MUNICIPALH2O.COM	500.00	miscellaneous
256602	MUSKOGEE CITIZENS POLICE ACADE	2,250.00	JoDee Messina/BRI events security
256603	MUSKOGEE CITY COUNTY 911 TRUST	30,805.75	Police & Fire March 2026 dispatch fees
256604	MUSKOGEE COUNTY CLERK	90.00	filing fees
256605	MUSKOGEE COUNTY TRANSIT AUTHOR	13,271.51	transporation services
256606	MUSKOGEE DAILY PHOENIX	883.52	ad/subscriptions
256607	MUSKOGEE LOCK & KEY	248.31	miscellaneous
256608	NAFECO INC	3,160.00	Fire rescue boat
256609	OG&E - ACCT #35947999-5	159,958.01	city utility
256610	OKLAHOMA DEPT OF LABOR	50.00	miscellaneous
256612	OKLAHOMA NATURAL GAS	4,539.02	city utility
256613	OKLAHOMA TURNPIKE AUTHORITY (O	22.80	tolls
256614	OKLAHOMA UNIFORM BUILDING CODE	456.00	miscellaneous
256615	OLSSON ASSOCIATES	12,549.15	Wastewater Treatment Plant design/engineering
256616	ONE SOURCE WATER LLC	149.46	miscellaneous
256617	OREILLY AUTO PARTS	1,880.81	fleet parts
256618	OTA-PLATEPAY	10.50	tolls
256619	PANDA'S DRYWALL AND REMODELING	850.00	install chairs airport conference room
256620	PATE INDUSTRIAL SUPPLY INC	225.26	miscellaneous
256621	PIED PIPER SERVICES	75.00	miscellaneous services
256622	PREMIER USA INC.	807.71	temp employees

256623	RA OUTDOORS, LLC DBA ASPIRA	3.50	miscellaneous
256624	DERRICK REED	217.09	allowance
256625	BFI WASTE SERVICES, LLC	1,038.71	miscellaneous
256626	HENDERSON COFFEE	470.84	miscellaneous
256627	RUSH TRUCK CENTERS OF OKLAHOMA	2,027.22	fleet services/parts
256628	SADLER PAPER COMPANY	1,826.78	janitorial supplies/paper goods
256629	JENNIFER SARGENT	360.00	teen center tutoring
256630	SCHUYLER CARTER	57.00	travel/education
256631	JAMES SOUTHCOTT A	100.00	train conductor for All Aboard
256632	STAUB INVESTMENTS INC. DBA GAL	64.00	miscellaneous
256633	STEWART MARTIN EQUIPMENT	66,921.53	Public Works cabbed tractor/miscellaneous parts
256634	SUPERIOR GRAPHICS & SIGNS	250.00	miscellaneous
256635	SUPERIOR LINEN SERVICE INC	313.16	towels service
256636	TECHNICAL PROGRAMMING SERVICES	7,151.77	bill notices
256637	TENDER TOUCH AUTO WASH INC	739.00	fleet miscellaneous
256639	TLS GROUP, INC	1,852.50	signal maintenance
256640	TODD CUMBEY	50.00	employee miscellaneous
256641	TRANSUNION RISK & ALTERNATIVE	177.00	miscellaneous
256642	TULSA WINWATER CO.	6,335.10	Public Works hydrants/pipes/fittings
256644	WASTE MANAGEMENT OF OKLAHOMA I	58.72	landfill
256645	WELDON PARTS - MUSKOGEE	134.02	miscellaneous
256646	CASEY WEST	200.00	All Aboard Thursday performance
256647	MICHAEL G WEST DBA WEST'S TOOL	1,650.00	fleet tools/parts
256648	WHEELER METALS	814.35	miscellaneous
256649	JACOB WOODARD	2,250.00	equipment organizer box for car 41
256650	YORK & MAIN EQUITY GROUP INC	17,030.00	sanitary/storm sewer repair
256651	ZEBEC OF NORTH AMERICA INC	2,196.43	tubes for Water Park lazy river
256652	KELLY MURRY	142.50	airport janitorial services
256653	THE ZERO CARD, INC.	25,083.18	insurance
256664	BANK OF AMERICA	72,662.26	OCT25 purchasing card service
256665	BRANDT, BETH	14.47	utility refund
256666	GUTHRIE, MARY H	112.18	utility refund
256667	MID CONTINENT CONSTRUCTION	90.00	utility refund
256668	MOTTER, CHRIS & KRISTAL	29.25	utility refund
256669	MRE MUSKOGEE HOUSING PARTNERS	26.06	utility refund
256670	PHIKIM PROPERTIES	12.61	utility refund
256671	RICHARDSON, JOYCE M	9.57	utility refund
256672	SPROCKET WIRELESS	6.99	utility refund
256673	ABIGAIL WRIGHT	19.00	travel/education
256674	ACCURATE LABS & TRAINING CENTE	370.00	water testing/lab
256675	ACTION GROUP STAFFING	6,146.02	temp employees
256676	ACTION IMPRINTS	938.00	printing services
256677	AIRGAS USA LLC	121.70	miscellaneous
256678	ARCHERS CLEANERS INC	242.39	cleaning services
256679	THE BECKMAN COMPANY	30.00	miscellaneous
256680	BLESSED GROUND MAINTENANCE	115.00	lawncare contractor
256681	BRENNTAG SOUTHWEST INC	10,548.42	chemical contractor
256682	BROCK SUPPLY CO	220.38	miscellaneous
256683	BROKEN ARROW ELECTRIC	1,729.30	electrical supplies/service
256684	BRYAN PEREZ	57.00	travel/education
256685	CAGLE'S FLOWERS & GIFTS	65.00	miscellaneous
256686	LACEY THOMPSON CAYWOOD	120.00	lifeguard instructor recertification course
256687	CHARBONNEAU, BILLY JO	100.00	swim&fit instructor
256688	FITNESS SPECIALIST	4,366.00	Fitness nautilus glute drive/storage

256689	CINTAS CORPORATION #2	2,707.07	uniforms/janitorial
256691	CLEET	5,399.96	monthly cleet fees
256692	COLTEN PURDOM	57.00	travel/education
256693	CONNECT DME, LLC	350.00	medical equipment
256694	COWAN GROUP ENGINEERING LLC	11,788.20	engineering services/Raw Water line/Water Treatment Plant
256695	CROWDER AUTO GLASS	100.00	fleet miscellaneous
256696	DANNY DUPONT	175.00	employee miscellaneous
256697	DAVID'S DISCOUNT TIRES INC	722.96	fleet miscellaneous
256698	DEBRA DELZEIT	150.00	swim&fit instructor
256699	DRIVE SHAFTS INC	207.13	fleet miscellaneous
256700	ELECTRIC MOTOR CENTER OF FT	1,699.74	Public Works Pollution control motor
256701	EMILY PIPPIN	718.00	travel/education
256702	EVOQUA WATER TECHNOLOGIES LLC	969.00	daily lab testing tank service/replacement
256703	EXPRESS EMPLOYMENT PROFESSIONA	4,479.73	temp employees
256704	FASTENAL COMPANY	476.55	parts/supplies/janitorial
256705	AVERY LAWN CARE	710.00	lawncare contractor
256706	FLEETPRIDE INC	113.86	fleet miscellaneous
256707	CADENCE PETROLEUM GROUP	31,998.51	fuel
256708	KARLA D GIBSON	75.00	swim&fit contractor
256710	GRAINGER	1,374.45	parts/supplies/janitorial
256711	HARNESS ROOFING, INC	1,998.94	Parks office roof and exterior repairs
256712	HARRISON TIRE & SUPPLY	420.00	fleet miscellaneous
256713	USA BLUEBOOK	123.84	Public works lab equipment
256714	HOLLOWAY UPDIKE AND BELLEN INC	23,960.00	project contractor
256715	STRYKER SALES LLC	537.25	Police equipment
256716	J & R EQUIPMENT	4,237.49	fleet parts
256717	JEFFREY HILLHOUSE	57.00	travel/education
256718	JOHN DEERE FINANCIAL F.S.B.	59.99	miscellaneous/uniforms
256719	JULIE MASON-TINNIN	30.00	parking customer refund
256720	KIMBALL MIDWEST	187.11	miscellaneous
256721	LAFERRY'S PROPANE CO	40.40	miscellaneous
256722	KAREN LAUDERDALE	100.00	swim&fit instructor
256723	LAZY J PROPERTIES, ANGELA JACK	150.00	swim&fit instructor
256724	LITTLE MOUNTIAN BINDERY	665.00	miscellaneous
256725	LOCKE SUPPLY CO	608.51	miscellaneous
256726	LOVE BOTTLING CO - #515580	45.36	miscellaneous
256727	LOWES	1,269.66	supplies/parts/tools
256728	MARVIN'S MOWERS AND OUTDOOR LL	216.58	miscellaneous parts
256729	MCINTOSH CORP	640.62	plumbing contractor
256730	MMSGS	660.90	Fire miscellaneous
256731	MORGAN SERVICES COMPANY LLC	240.00	tow services
256732	MOTION INDUSTRIES INC	565.69	miscellaneous
256733	MULLENS AUTOMOTIVE GROUP LLC	141.70	fleet parts/repair
256734	KELLY MURRY	273.75	airport janitorial services
256735	MUSKOGEE CITY-COUNTY PORT AUTH	232.03	Water Treatment Plant security
256736	MUSKOGEE COUNTY CLERK	92.00	filing fees
256737	MUSKOGEE COUNTY SHERIFFS DEPAR	13,068.00	February 2026 jail bill
256738	MUSKOGEE DAILY PHOENIX	265.92	ad/subscriptions
256740	MUSKOGEE REDI-MIX LLC	6,497.50	concrete contractor
256741	NAFECO INC	2,561.75	Fire parts for rescue
256742	NATHAN PALMER	57.00	travel/education
256743	NEWTON, BRYCE DBA	322.50	Azalea Parade portable restrooms
256744	OFFICE CONNECTIONS LLC	117.29	office supplies

256745	OFFICE DEPOT	236.73	office supplies
256746	ONE SOURCE WATER LLC	43.12	miscellaneous
256747	OREILLY AUTO PARTS	1,634.24	fleet parts
256748	OSBI	5,299.29	monthly fees
256749	OSBI	5,075.97	monthly fees
256750	OTA-PLATEPAY	12.09	tolls
256751	P & K EQUIPMENT	378.61	miscellaneous
256752	PARADE SPECIALTIES	2,380.00	Parks Azalea float rental
256753	PARADIGM IMAGING GROUP INC	84.00	miscellaneous
256754	PATE INDUSTRIAL SUPPLY INC	182.05	miscellaneous
256755	PATTERSON VETERINARY SUPPLY IN	118.86	veterinarian services
256756	PETE'S MACHINE SHOP & ENGINE P	150.00	fleet miscellaneous
256757	STEVEN PLUMER D	532.27	reimbursement for travel
256758	PORTCITY BODYSHOP INC DBA SAFE	250.00	fleet services/parts
256759	SHERRY S. RICE	100.00	swim&fit instructor
256760	RICHARD ANTHONY BROWN	237.25	employee miscellaneous
256761	ROY'S UPHOLSTERY	450.00	fleet miscellaneous
256762	RUSH TRUCK CENTERS OF OKLAHOMA	1,233.10	fleet services/parts
256763	SADLER PAPER COMPANY	701.73	janitorial supplies/paper goods
256764	SAMANTHA HENDERSON	19.00	travel/education
256765	SOUTHERN TIRE MART, LLC	469.90	fleet miscellaneous
256766	SQUARE DEAL MUSIC	100.00	miscellaneous
256767	TECHNICAL PROGRAMMING SERVICES	4,125.95	bill notices
256769	TLS GROUP, INC	4,302.50	signal maintenance
256770	TROY HOUTMAN	330.38	refund travel
256771	TULSA WINWATER CO.	4,839.50	Public Works hydrants/pipes/fittings
256772	W & W INVESTMENTS-AKERS COLLIS	1,142.50	fleet collision repair
256774	WARREN CAT	58.36	miscellaneous
256776	WASTE MANAGEMENT OF OKLAHOMA I	23,307.24	landfill
256777	WATER STORE INC	1,084.80	Honor Heights sprinkler/heads
256779	CINDY WAYMAN	250.00	swim&fit instructor
256780	WELDON PARTS - MUSKOGEE	74.73	miscellaneous
256781	MICHAEL G WEST DBA WEST'S TOOL	71.95	fleet tools/parts
256782	LAURA WICKIZER	100.00	swim&fit contractor
256783	PARKER WILKERSON	600.00	public defender
256784	RANDI WILLIAMS	50.00	swim&fit instructor
256785	WINCHES INC	1,908.94	Fire-winch for rescue
256786	YELLOWHOUSE MACHINERY CO	400.08	fleet miscellaneous
256787	YORK STREET TIRES INC	8,537.36	fleet services/parts
256788	YOUTH VOLUNTEER CORPS OF AMERI	1,000.00	Youth Volunteer Corps affiliation dues
256789	TULSA DEMOLITION	1,200.00	refund demo bond 819 Fite St
256802	BANK OF AMERICA	57,327.93	NOV25 purchasing card service
256803	LOWES	81.06	supplies/parts/tools
256804	MUSKOGEE LOCK & KEY	185.75	miscellaneous
256818	BANK OF AMERICA	77,232.44	DEC25 purchsaing card service
256819	ALCORN, BENJAMIN ROY	4.10	utility refund
256820	COLONY FINE HOMES	81.78	utility refund
256821	COLONY FINE HOMES	13.63	utility refund
256822	DYKE, STEVE M	9.30	utility refund
256823	KSJW 1 LLC	111.09	utility refund
256824	LACKEY, SANDRA LEE	57.45	utility refund
256825	MID CONTINENT CONSTRUCTION	11.55	utility refund
256826	OKIE INVESTMENTS, LLC	17.78	utility refund
256827	PEGASO INVESTMENTS, LLC	7.08	utility refund

256828	SANFORD, BRICE L	10.18	utility refund
256829	SMITH, BRENT D	70.18	utility refund
256830	TECHVISTA HOMES LLC	100.00	utility refund
256831	WESLEY, JUANITA	100.00	utility refund
256832	WILLIAMS, REID	31.61	utility refund
256833	FIVE STAR DEMOLITION	175,266.00	demo contractor
256834	BLUECROSS/BLUE SHIELD OF OK	63,198.91	insurance
256835	BLUECROSS/BLUE SHIELD OF OK	65,334.09	insurance
256836	THE ZERO CARD, INC.	54,752.90	insurance
256837	A & J RENTAL AND SALES	874.00	heavy equipment rental
256838	AC-OWEN CONSTRUCTION, LLC	215,908.07	OK Music Hall of Fame remodel
256839	ACCURATE LABS & TRAINING CENTE	1,243.00	water testing/lab
256840	ACTION GROUP STAFFING	3,617.23	temp employees
256841	ADVANCED WORKZONE SERVICES, LL	8,594.00	traffic miscellaneous supplies
256842	AMERICAN RED CROSS-TRAINING SE	1,008.00	miscellaneous
256843	APAC CENTRAL INC	24,811.92	road materials contractor
256844	AT&T #918 682-2825 211 0	207.99	communications
256846	BANNER FIRE EQUIPMENT INC	686.27	Fire parts/equipment
256847	BEN E. KEITH	477.42	concessions
256848	BEST VERSION MEDIA LLC	353.60	Civic Center advertising
256849	BG PRODUCTS INC	1,829.80	miscellaneous
256850	BLESSED GROUND MAINTENANCE	1,125.00	lawncare contractor
256851	BRENNTAG SOUTHWEST INC	10,862.54	chemical contractor
256852	BSN SPORTS	639.52	miscellaneous
256853	CAGLE'S FLOWERS & GIFTS	70.00	miscellaneous
256854	CARE AROUND THE CLOCK INC	18,226.21	medical services
256855	CDW GOVERNMENT INC	344.88	miscellaneous
256856	CINTAS CORPORATION #2	1,586.09	uniforms/janitorial
256857	CITYWIDE PROPERTY MAINTENANCE	700.00	mowing contractor
256859	COMMUNITY CARE EAP	520.70	miscellaneous
256860	CONNECT DME, LLC	10,034.82	medical equipment
256861	CONNECTED BUILDING SYSTEMS OF	4,000.00	gateway lighting repairs
256862	COOK CONSULTING LLC	204,470.40	Honor Heights Park Spillway project
256863	CORE & MAIN LP	276.22	public works parts
256864	COWAN GROUP ENGINEERING LLC	810.00	engineering services
256865	SEAN CUNNINGHAM	90,353.74	Grandview Park restrooms project
256866	C5 INDUSTRIAL AUTOMATION	984.00	miscellaneous
256867	A & M CUSTOMS	495.00	miscellaneous
256868	DAVID'S DISCOUNT TIRES INC	944.22	fleet miscellaneous
256869	DENISE HICKMAN	50.65	employee miscellaneous
256870	DEPARTMENT OF ENVIRONMENTAL QU	98.00	miscellaneous
256871	DOBSON FIBER	8,440.12	IT communications
256873	EAST CENTRAL ELECTRIC	145.00	city utility
256875	EXPRESS EMPLOYMENT PROFESSIONA	7,000.28	temp employees
256876	FASTENAL COMPANY	616.31	parts/supplies/janitorial
256877	AVERY LAWN CARE	1,810.00	lawncare contractor
256879	FIVE STAR DEMOLITION	15,482.00	demo contractor
256880	FM CONSTRUCTION LLC RAFE FORD	3,000.00	Airport hangar 1 roof
256881	CADENCE PETROLEUM GROUP	23,834.87	fuel
256882	GRAINGER	661.94	parts/supplies/janitorial
256883	GREEN COUNTRY BEHAVIORAL HEALT	393.75	clinical sessions
256885	GRIMSLEY'S INC	565.14	parts/supplies/janitorial
256886	GUARD TRONIC INC	1,056.73	security services
256887	HACH COMPANY	24.18	water lab supplies/equipment

256888	HIX AIR CONDITIONING SERVICE	7,450.00	Hatbox Dance HVAC unit replacement
256889	HOLLOWAY UPDIKE AND BELLEN INC	1,150.00	project contractor
256890	I 40 RACE SERVICE LLC	1,992.75	miscellaneous
256891	INCOR	2,340.00	recycle center support
256892	JEREMY ROSS MC PLLC	4,385.00	FEB,MAR 2026 fire medical director/drug screens
256893	JOEL EVERETT	300.00	Banner Auction startup
256894	JOHNSON'S SERVICE COMPANY	5,300.00	Civic Center ice making head
256895	REVERSING RADIO, LLC	2,000.00	Real Country Nights entertainment
256896	LB TECHNOLOGY, INC.	3,115.60	fleet recurring GPS servies
256897	THE LIFEGUARD STORE	128.24	miscellaneous
256898	LOCKE SUPPLY CO	293.89	miscellaneous
256899	LOVE BOTTLING CO - #111902	17.28	miscellaneous
256900	LOWES	713.21	supplies/parts/tools
256901	M & M FLOORING INSTALLATION LL	2,756.90	Parks&Rec office remodel carpet install
256902	M & M MEDIA LLC	350.00	miscellaneous
256903	MAGGIE EATON	180.62	travel/education
256904	MARVIN'S MOWERS AND OUTDOOR LL	723.40	miscellaneous parts
256905	MCAFEE & TAFT LEGAL SVCS	630.00	legal services
256906	MIKE HALEY	312.00	travel/education
256907	JACOB MOORE R	500.00	JoDee Messina concert photography
256908	MORGAN SERVICES COMPANY LLC	270.00	tow services
256909	KELLY MURRY	127.50	airport janitorial services
256910	MUSKOGEE CHAMBER OF COMMERCE	75.00	miscellaneous
256911	MUSKOGEE CITY COUNTY 911 TRUST	30,805.75	Police & Fire April 2026 dispatch fees
256912	MUSKOGEE COMMUNICATIONS, INC.	900.00	communications
256913	MUSKOGEE COUNTY CLERK	38.00	filing fees
256914	MUSKOGEE DAILY PHOENIX	1,091.52	ad/subscriptions
256915	MUSKOGEE FENCE & DECK CO	1,824.00	Honor Heights Park privacy fence
256916	MUSKOGEE REDI-MIX LLC	31,082.50	concrete contractor
256918	NEWTON, BRYCE DBA	199.00	All Aboard Thursday portable restrooms
256919	NUESYNERGY, INC.	407.00	insurance
256920	NUTRICA AG SOLUTIONS	4,734.00	chemicals & herbicides
256921	OKLAHOMA EMPLOYMENT SECURITY	5,538.68	Q1 reimburse benefits paid
256922	OKLAHOMA NATURAL GAS	2,003.35	city utility
256923	OKLAHOMA TURNPIKE AUTHORITY (O	3.80	tolls
256924	OLSSON ASSOCIATES	20,730.00	Muskogee Medical District EDA project
256925	ONE SOURCE WATER LLC	135.78	miscellaneous
256927	OREILLY AUTO PARTS	3,891.03	fleet parts
256928	OTA-PLATEPAY	4.03	tolls
256929	OTA/PIKE PASS	11.40	tolls
256930	PARADE SPECIALTIES	2,010.00	City Council Azalea float rental
256932	PONTEM SOFTWARE	1,560.00	Cemetery online burial search software
256933	PREMIER USA INC.	6,848.01	temp employees
256934	PROSEGUR EAS USA, LLC	4,254.25	City Hall security
256935	RETAIL ATTRACTIONS LLC	4,000.00	consultation retail development
256936	NICHOLAS ROMINE	600.00	mowing contractor
256937	ALLIED ELECTRONICS	183.05	miscellaneous
256938	SADLER PAPER COMPANY	1,483.16	janitorial supplies/paper goods
256940	SOUTHERN TIRE MART, LLC	643.25	fleet miscellaneous
256941	STAUB INVESTMENTS INC. DBA GAL	230.00	miscellaneous
256942	STEWART MARTIN EQUIPMENT	1,476.92	fleet parts for tractor repairs
256943	SUDDENLINK	21.29	communications
256944	SUNBURST SEED	5,412.00	Hatbox Complex infield conditioner
256945	SUPERIOR LINEN SERVICE INC	215.29	towels service

256947	TIM SYNAR	9,286.57	veterinarian services for animal shelter
256948	TAHLEQUAH DAILY PRESS	864.00	ad
256949	TECHNICAL PROGRAMMING SERVICES	453.92	bill notices
256950	TELVUE CORPORATION	3,600.00	IT-maintenance and cloudcast
256951	THERMO FISHER SCIENTIFIC-ASHEV	262.34	miscellaneous
256952	TIGER NATURAL GAS INC	4,294.50	city utility
256953	TOMMY NIX AUTO GROUP, LLC	99.61	fleet miscellaneous
256954	TWIN CITIES READY MIX INC	8,598.00	concrete
256955	WASTE MANAGEMENT OF OKLAHOMA I	915.55	landfill
256956	XPRESS WELLNESS URGENT CARE	970.00	medical services
256957	WOOD LAWN & LANDSCAPING LLC	1,400.00	lawncare contractor
256958	XEROX CORPORATION	3,840.00	IT-copier lease
256959	YORK & MAIN EQUITY GROUP INC	11,490.00	sanitary/storm sewer repair
256960	YORK STREET TIRES INC	6,015.30	fleet services/parts
256961	BEAVER, COURTNEY P	22.74	utility refund
256962	CROFTCHECK SALES, LLC	5.95	utility refund
256963	CUSTOM ELITE PROPERTY	6.69	utility refund
256964	EPPERSON, GARY	236.42	utility refund
256965	HUTSON, EMETT D	24.51	utility refund
256966	RAMIREZ-CAMPOS, GABRIELA	29.18	utility refund
256967	RUSSELL, CANDI RAYNA	11.16	utility refund
256968	STEPHENS, JUSTIN	28.20	utility refund
256969	STILLS, ANDREW	11.52	utility refund
256970	TRIPP, BRANDON F	13.12	utility refund
256971	WILLIAMS, LINDA J	22.74	utility refund
256972	BLUECROSS/BLUE SHIELD OF OK	55,800.29	insurance
256973	THE ZERO CARD, INC.	11,902.62	insurance
256974	A + CDL TRUCK RENTAL	2,475.00	entry level driver training
256975	ACCURATE LABS & TRAINING CENTE	410.00	water testing/lab
256976	ACTION GROUP STAFFING	6,877.62	temp employees
256977	ACTION IMPRINTS	3,461.00	Flower Power shirts
256978	ADVANCE AUTO PARTS 64771111001	400.93	fleet parts
256979	AMERICAN MUNICIPAL SERVICES	447.54	utility collections
256980	ELAN FINANCIAL SERVICES	50.00	fees
256981	BANNER FIRE EQUIPMENT INC	982.82	Fire parts/equipment
256982	BEN E. KEITH	3,103.62	concessions
256983	VIDA BERRY	458.33	swim&fit instructor
256984	BLESSED GROUND MAINTENANCE	250.00	lawncare contractor
256985	BRENNTAG SOUTHWEST INC	15,096.00	chemical contractor
256986	CODY BREWER	100.00	Papilion Garden Market performance
256987	BROKEN ARROW ELECTRIC	149.65	electrical supplies/service
256988	BROWN'S SHOE FIT CO #87	389.95	employee boots
256989	CHARBONNEAU, BILLY JO	100.00	swim&fit instructor
256990	CINTAS CORPORATION #2	1,637.95	uniforms/janitorial
256991	CITYWIDE PROPERTY MAINTENANCE	1,050.00	mowing contractor
256992	CODALE FORD	42.00	travel/education
256993	COLTEN PURDOM	26.00	employee miscellaneous
256994	CONTRACTOR SOLUTIONS	386.00	manhole light ring
256995	DASH MEDICAL GLOVES INC	174.08	miscellaneous
256996	DAVID'S DISCOUNT TIRES INC	175.96	fleet miscellaneous
256997	DEBRA DELZEIT	150.00	swim&fit instructor
256998	DIANA WILSON	29.94	employee miscellaneous
256999	LEXIS DOLAN	95.00	miscellaneous
257000	TULSA TRUCK WORKS	1,200.00	fleet truck bedliners

257001	EXCHANGE CLUB OF MUSKOGEE	250.00	Quarterly membership dues
257002	EXPRESS EMPLOYMENT PROFESSIONA	3,764.48	temp employees
257003	FASTENAL COMPANY	1,148.50	parts/supplies/janitorial
257004	AVERY LAWN CARE	710.00	lawncare contractor
257005	FIVE STAR DEMOLITION	9,917.60	demo contractor
257006	FLEETPRIDE INC	496.47	fleet miscellaneous
257007	FM CONSTRUCTION LLC RAFE FORD	750.00	Airport hangar 2 roof leak repair
257008	GAYLE JOHNSON	120.00	employee miscellaneous
257009	KARLA D GIBSON	50.00	swim&fit contractor
257010	LORNA K. GOOD DBA GOOD CONCRET	6,419.50	concrete
257011	GORDON'S HEATING-AIR CONDITION	680.00	HVAC maintenance contractor
257012	GRAINGER	1,138.10	parts/supplies/janitorial
257013	GREAT PLAINS CONSULTING	23,010.00	Southside Sewer Improvements project
257014	GREEN COUNTRY BEHAVIORAL HEALT	3,914.58	clinical sessions
257015	GREEN EQUIPMENT CO	606.43	miscellaneous
257016	HARRISON TIRE & SUPPLY	165.00	fleet miscellaneous
257017	HOLCOMB, ROBERT CODY	3,000.00	Airport new hangar design
257018	HOLT TRUCK CENTERS OF OKLAHOMA	203.62	fleet miscellaneous
257019	HOLT VENTURES LLC	2,250.00	Police pre-employment polygraph exams
257020	I 40 RACE SERVICE LLC	588.00	miscellaneous
257021	INHOUSE ADVERTISING LLC	10,536.88	Civic Center events advertising
257022	J & R EQUIPMENT	1,346.05	fleet parts
257023	ARYAHNA JENNINGS N	100.00	Papilion Garden Market performance
257024	JOHN DEERE FINANCIAL F.S.B.	39.99	miscellaneous/uniforms
257025	JOHNSTONE SUPPLY OF TULSA	6.45	miscellaneous
257026	JORDAN COCHRAN	104.00	employee miscellaneous
257027	JUDY VILLALOBOS	383.40	travel/education
257028	KAREN LAUDERDALE	100.00	swim&fit instructor
257029	LAZY J PROPERTIES, ANGELA JACK	100.00	swim&fit instructor
257030	LOCKE SUPPLY CO	247.41	miscellaneous
257031	LOVE BOTTLING CO - #208400	3,881.40	concessions
257033	LOWES	2,385.21	supplies/parts/tools
257034	AMERICAN LOCKER	24,930.30	Water Park electronic lockers
257035	MARVIN'S MOWERS AND OUTDOOR LL	1,518.64	miscellaneous parts
257036	MAVERICK MACHINERY	579.85	miscellaneous
257037	MCAFEE & TAFT LEGAL SVCS	3,640.00	legal services
257038	MCINTOSH CORP	1,644.16	plumbing contractor
257039	MMSGS	568.35	Fire miscellaneous
257040	MORGAN SERVICES COMPANY LLC	35.00	tow services
257041	NICHOLOUS MORGAN	7,485.58	Fire station #5 rent/expenses
257042	MULLENS AUTOMOTIVE GROUP LLC	52.22	fleet parts/repair
257043	KELLY MURRY	127.50	airport janitorial services
257044	MUSKOGEE COUNTY CLERK	216.00	filing fees
257045	MUSKOGEE COUNTY EMS	385.00	miscellaneous
257046	MUSKOGEE MEDICAL CENTER AUTHOR	14,720.28	MAY26 loan payment
257047	MUSKOGEE MEDICAL CENTER AUTHOR	14,720.28	APRIL26 loan payment
257048	MUSKOGEE REDI-MIX LLC	9,655.00	concrete contractor
257049	NAFECO INC	7,891.65	Code enforcement bullet proof vests
257050	NEIGHBORS BUILDING NEIGHBORHOO	3,040.25	Police-Opioid Rx Summit travel
257052	OFFICE CONNECTIONS LLC	2,225.86	office supplies
257053	OFFICE DEPOT	67.97	office supplies
257054	OKLAHOMA MUNICIPAL LEAGUE	300.00	miscellaneous
257055	OKLAHOMA NATURAL GAS	1,988.92	city utility
257056	OLSSON ASSOCIATES	83,622.88	Wastewater Treatment Plant design/engineering

257057	ONE SOURCE WATER LLC	175.20	miscellaneous
257058	PATE INDUSTRIAL SUPPLY INC	226.92	miscellaneous
257059	PORTCITY BODYSHOP INC DBA SAFE	125.00	fleet services/parts
257060	PREMIER TRUCK GROUP	816.67	fleet miscellaneous/parts
257061	PUSH*PEDAL*PULL	225.00	miscellaneous
257062	MICHEAL RAPPE	100.00	Papilion Garden Market performance
257063	SHERRY S. RICE	50.00	swim&fit instructor
257064	ALLIED ELECTRONICS	216.10	miscellaneous
257065	RUSH TRUCK CENTERS OF OKLAHOMA	96.90	fleet services/parts
257066	SADLER PAPER COMPANY	1,198.57	janitorial supplies/paper goods
257067	SAFETY FIRE EXTINGUISHERS	3,775.00	Fire Extinguisher annual inspection
257068	SARAH WINKLE	42.00	travel/education
257069	STANDARD INSURANCE COMPANY	20,560.68	insurance
257070	STEWART MARTIN EQUIPMENT	428.66	fleet parts
257071	SUPERIOR LINEN SERVICE INC	332.53	towels service
257072	TERRACON CONSULTANTS, INC	3,822.04	Central Business District intensive level survey
257073	TEXAN WASTE EQUIPMENT	6,817.90	Public Works camera repair
257074	TIGER NATURAL GAS INC	770.23	city utility
257075	UNMANNED VEHICLE TECHNOLOGIES,	13,082.63	Police drone and accessories
257076	WASTE MANAGEMENT OF OKLAHOMA I	23,934.33	landfill
257077	CINDY WAYMAN	1,074.00	swim&fit instructor
257078	WELDON PARTS - MUSKOGEE	203.11	miscellaneous
257079	WHEELER METALS	47.52	miscellaneous
257080	LAURA WICKIZER	125.00	swim&fit contractor
257081	RANDI WILLIAMS	50.00	swim&fit instructor
257082	YORK STREET TIRES INC	2,041.96	fleet services/parts
257083	COWETT, AUSTIN R	1.05	utility refund
257084	DIAZ MENDOZA, ISRAEL	96.11	utility refund
257085	DUROSSETTE JR, FLOYD R	2,361.44	utility refund
257086	GRAND PROPERTIES & INVS LLC	90.00	utility refund
257087	RUPE BUILDING COMPANIES, LLC	103.12	utility refund

MUSKOGEE TOURISM CLAIMS

CHECK NO.	VENDOR	AMOUNT	DESCRIPTION
256540	APPLIED MEDIA CONCEPTS INC	4,630.00	Civic Center event setup
256571	GREEN COUNTRY TOURISM	1,804.00	memberships/ads
256576	I 40 RACE SERVICE LLC	68.00	miscellaneous
256583	KTNT	1,000.00	radio ad
256585	KTFX FM RADIO STATION	500.00	radio ad
256590	LOVE BOTTLING CO - #208400	276.00	concessions
256602	MUSKOGEE CITIZENS POLICE ACADE	1,000.00	NJCCA events security
256606	MUSKOGEE DAILY PHOENIX	725.00	ad/subscriptions
256611	OKLAHOMA MUSIC HALL OF FAME	15,000.00	April,May,June 2026 Support
256612	OKLAHOMA NATURAL GAS	377.02	city utility
256622	PREMIER USA INC.	2,599.36	temp employees
256638	THREE RIVERS MUSEUM	15,000.00	4thQuarter funding
256643	WAR MEMORIAL PARK TRUST AUTHOR	15,000.00	April,May,June 2026 Operation funds
256664	BANK OF AMERICA	3,417.15	OCT25 purchasing card service
256690	CLEAR CREEK PRODUCTIONS	7,500.00	Bass Fest performer-Walker Montgomery
256709	JACKSON GLASBY	200.00	Bass Master's entertainment
256773	PAXTON WALLACE	200.00	Bass Master's entertainment
256775	KANTON WASHINGTON	1,200.00	Bass Master's entertainment
256778	AMBER WATSON	1,200.00	Bass Master's entertainment
256802	BANK OF AMERICA	5,549.56	NOV25 purchasing card service
256805	CASEY CHESTNUT	2,500.00	final payment Bass Master's entertainment
256818	BANK OF AMERICA	1,793.72	DEC25 purchsaing card service
256845	B.A.S.S. EVENTS, LLC	75,000.00	Bass Master's Tournament
256858	CLAREMORE DAILY PROGRESS	400.00	This Is Us ad
256872	JACOB BRYER DUMAS	1,000.00	Bass Master's event security
256874	EXCHANGE CLUB OF MUSKOGEE	5,000.00	Chili Cook Off Sponsorship
256878	FISHERS OF MEN MINISTRIES INC	500.00	event sponsorhip
256884	GREEN COUNTRY TOURISM	4,689.00	ads
256914	MUSKOGEE DAILY PHOENIX	1,428.00	ad/subscriptions
256917	CHAD NAIL	800.00	Bass Master's security
256926	MUSKOGEE SKYKINGS	5,000.00	SkyKings sponsorship/program
256931	PLACER LABS, INC	8,666.00	Civic Center location based services & analytics
256939	JEFFRY SILVA	1,200.00	Bass Master's event security
256946	BRIAN SUTHERLAND	725.00	Bass Master's event security
257020	I 40 RACE SERVICE LLC	22.50	miscellaneous
257051	NEWTON, BRYCE DBA	1,477.50	Bass Master's portable resrooms

Finance Committee **3.**

Meeting Date: 06/08/2026
Initiator: Tammy Tracy, City Clerk
Department: City Clerk
Staff Information Source:

Information

AGENDA ITEM TITLE:

Consider approval of claims for all City departments May 2, 2026 through May 29, 2026, or take other necessary action.

BACKGROUND:

Claims for all City departments.

RECOMMENDED ACTION:

Approve claims May 2, 2026 through May 29, 2026.

Fiscal Impact

Attachments

Purchasing Claims 6/11/2026
Tourism Claims 6/11/2026

CITY OF MUSKOGEE CLAIMS

CHECK NO.	VENDOR	AMOUNT	DESCRIPTION
257088	THE ZERO CARD, INC.	11,436.38	insurance
257089	ARANDA, MARIO	5.69	utility refund
257090	MORROW, JUSTIN	7.08	utility refund
257091	TK GROUP LLC	36.33	utility refund
257092	TOTAL MANAGEMENT, LLC	7.08	utility refund
257093	918 VAPES	25.87	utility refund
257094	BLUECROSS/BLUE SHIELD OF OK	73,027.08	insurance
257095	DELTA DENTAL PLAN OF OKLAHOMA	29,852.02	insurance
257096	DELTA DENTAL PLAN OF OKLAHOMA	859.52	insurance
257097	DELTA DENTAL PLAN OF OKLAHOMA	100.88	insurance
257098	A & J RENTAL AND SALES	630.00	heavy equipment rental
257099	ACCURATE LABS & TRAINING CENTE	815.00	water testing/lab
257100	ACTION GROUP STAFFING	14,704.31	temp employees
257101	ACTION IMPRINTS	588.50	printing services
257102	ADVANCED WORKZONE SERVICES, LL	7,420.12	traffic miscellaneous supplies
257103	ALLSTATE TERMITE&PEST SOLUTION	2,719.00	pest control contractor
257104	APAC CENTRAL INC	686,385.81	NE&NW Zone Mill overlay Final payment/road materials
257105	ARCHERS CLEANERS INC	239.23	cleaning services
257106	ATLAS MATERIAL HANDLING LLC	411.43	miscellaneous
257107	B & R ELECTRIC SERVICE INC	4,625.00	electrical contractor
257108	BANK OF OKLAHOMA-WEALTH MANAGE	250.00	miscellaneous
257109	BANNER FIRE EQUIPMENT INC	126.22	Fire parts/eqiupment
257110	BCS INSURANCE COMPANY	72,301.80	insurance
257111	BG PRODUCTS INC	621.60	miscellaneous
257112	BLESSED GROUND MAINTENANCE	12,600.00	lawncare contractor
257113	BRANT & ASSOCIATES	520.92	collection fee and letters
257114	BRENNTAG SOUTHWEST INC	10,694.52	chemical contractor
257116	BROWN'S SHOE FIT CO #87	189.95	employee boots
257117	CAMPBELL WHOLESALE CO INC	374.34	concession
257118	CARE AROUND THE CLOCK INC	26,518.16	medical services
257119	CHAD FARMER	461.00	travel/education
257120	CHRIS CUMMINGS	181.11	travel/education
257121	CINCINNATI RADIATOR SERVICE IN	155.00	fleet miscellaneous
257123	CINTAS CORPORATION #2	5,783.36	uniforms/janitorial
257124	CITY GREASE TRAP SERVICE	3,000.00	Pollution Control pump out
257125	CITYWIDE PROPERTY MAINTENANCE	700.00	mowing contractor
257126	CLEET	4,555.06	monthly cleet fees
257127	CONNECT DME, LLC	1,347.41	medical equipment
257128	CORE & MAIN LP	959.51	public works parts
257129	RHODES PRINTING	410.00	miscellaneous
257130	DAVID'S DISCOUNT TIRES INC	429.56	fleet miscellaneous
257131	DEPARTMENT OF ENVIRONMENTAL QU	62.00	miscellaneous
257132	MERCURY PRESS PLUS	389.55	miscellaneous
257133	DRIVE SHAFTS INC	2,176.40	fleet miscellaneous
257134	DUB ROSS COMPANY	2,320.68	Public works pipe
257135	JERRY EATON SCOTT	540.00	teen center tutoring
257136	ELECTRIC MOTOR CENTER OF FT	1,724.74	Public Works new motor SOVAL 827

257137	EUROFINS ENVIRONMENT TESTING E	1,100.00	miscellaneous
257138	EVOQUA WATER TECHNOLOGIES LLC	969.00	daily lab testing tank service/replacement
257139	EXPRESS EMPLOYMENT PROFESSIONA	4,806.53	temp employees
257140	FASTENAL COMPANY	1,025.40	parts/supplies/janitorial
257141	AVERY LAWN CARE	2,910.00	lawncare contractor
257142	FIVE STAR DEMOLITION	1,517.34	demo contractor
257143	FLEETPRIDE INC	21.15	fleet miscellaneous
257144	CADENCE PETROLEUM GROUP	187.60	fuel
257145	GRAINGER	801.77	parts/supplies/janitorial
257146	GREAT PLAINS CONSULTING	18,000.00	South Country Club road project
257147	USA BLUEBOOK	776.73	Public works lab equipment
257148	I 40 RACE SERVICE LLC	150.00	miscellaneous
257149	IRONCOMPANY.COM, LLC	3,897.16	Swim & Fit equipment
257150	J & R EQUIPMENT	2,972.68	fleet parts
257151	JAMES MOORE	461.00	travel/education
257152	JOEL EVERETT	200.00	Symphony banner startup
257153	TRAINING KAMP, LLC	270.00	teen center fitness
257154	KIRBY - SMITH	1,345.06	miscellaneous
257155	MARVIN LEDBETTER LOUIS	170.00	miscellaneous
257156	LEXIPOL, LLC	8,910.05	Fire & EMS learning platform
257157	THE LIFEGUARD STORE	361.40	miscellaneous
257158	LOCKE SUPPLY CO	302.75	miscellaneous
257159	LOVE BOTTLING CO - #170650	594.00	concession
257160	LOVE BOTTLING CO - #170700	1,660.00	concession
257161	LOVE BOTTLING CO - #515580	81.60	miscellaneous
257162	LOWES	2,086.58	supplies/parts/tools
257163	MARVIN'S MOWERS AND OUTDOOR LL	288.76	miscellaneous parts
257164	MORGAN SERVICES COMPANY LLC	1,015.00	tow services
257165	MULLENS AUTOMOTIVE GROUP LLC	253.40	fleet parts/repair
257166	MUNICIPALH2O.COM	500.00	miscellaneous
257167	KELLY MURRY	142.50	airport janitorial services
257168	MUSKOGEE COUNTY CLERK	20.00	filing fees
257169	MUSKOGEE COUNTY ELECTION BOARD	3,317.97	pre-election expense run-off
257170	MUSKOGEE LOCK & KEY	278.00	miscellaneous
257171	MUSKOGEE YOUTH SERVICES	2,462.72	Juvenile program MAR26
257172	NAFECO INC	30,150.75	Fire chainsaw/gloves/boots
257173	NEWTON, BRYCE DBA	1,470.00	portable restrooms
257174	OFFICE CONNECTIONS LLC	719.84	office supplies
257175	OFFICE DEPOT	105.05	office supplies
257176	OG&E - ACCT #35947999-5	176,772.61	city utility
257177	OKLAHOMA NATURAL GAS	1,580.13	city utility
257178	OKLAHOMA TURNPIKE AUTHORITY (O	29.14	tolls
257179	OKLAHOMA UNIFORM BUILDING CODE	492.00	miscellaneous
257180	ONE SOURCE WATER LLC	107.52	miscellaneous
257182	OREILLY AUTO PARTS	1,718.97	fleet parts
257183	OSBI	4,533.12	monthly fees
257184	OSBI	4,341.17	monthly fees
257185	PANDA'S DRYWALL AND REMODELING	13,000.00	Water Park paint & drywall
257186	PATE INDUSTRIAL SUPPLY INC	193.11	miscellaneous
257187	PIED PIPER SERVICES	75.00	miscellaneous services

257188	PORTCITY BODYSHOP INC DBA SAFE	250.00	fleet services/parts
257189	TEN-EIGHT OUTFITTERS	60.00	miscellaneous
257190	HAROLD QUANTIE	30.26	fleet services
257191	NICHOLAS ROMINE	600.00	mow Smith Ferry Rd detention pond
257192	ROY'S UPHOLSTERY	535.00	fleet miscellaneous
257193	RUSH TRUCK CENTERS OF OKLAHOMA	480.00	fleet services/parts
257194	SADLER PAPER COMPANY	1,088.12	janitorial supplies/paper goods
257195	JENNIFER SARGENT	540.00	teen center tutoring
257196	SLIGAR MECHANICAL, LLC	7,138.60	Civic Center AHU motor replacement
257197	SOUTHERN TIRE MART, LLC	397.50	fleet miscellaneous
257198	STANDARD INSURANCE COMPANY	144.54	insurance
257199	WILS COMPLETE MOBILE HOME SERV	2,374.00	Public Works office trailer move
257200	STEIDLEY & NEAL, PLLC	100.00	miscellaneous
257201	STEWART MARTIN EQUIPMENT	61.23	miscellaneous
257202	T-MOBILE USA INC.	50.00	miscellaneous
257203	TECHNICAL PROGRAMMING SERVICES	6,588.63	bill notices
257204	TERA SHOWS	259.28	travel/education
257205	TESCORP COMPRESSOR & PUMP	1,026.45	compressor repair/maintenance
257206	THE PC LANDING ZONE, INC	200.00	IT miscellaneous
257207	THYSSENKRUPP ELEVATOR CORP	590.60	elevator contractor
257208	TLS GROUP, INC	35,553.00	signal maintenance
257209	TRAVIS FLEMING	461.00	travel/education
257210	TULSA ASPHALT LLC	5,101.20	road materials contractor
257211	VANCE CHEVROLET, BUICK, GMC, I	91,469.00	Public works trucks
257212	VISION SERVICES PLAN, OKLAHOMA	29.68	insurance
257213	WATER TECH, INC.	20,352.38	chemical contractor
257214	WHEELER METALS	344.78	miscellaneous
257215	WINCHES INC	1,137.12	fleet winch repair
257216	YORK & MAIN EQUITY GROUP INC	25,670.00	sanitary/storm sewer repair
257230	BANK OF AMERICA	55,937.34	JAN26 purchasing card service
257231	BLUE RING LLC	18.91	utility refund
257232	CARLSON, CRAIG D	134.89	utility refund
257233	CARVER, BENJAMIN T	24.51	utility refund
257234	EDWARDS, ASHLEY A	90.00	utility refund
257235	MID CONTINENT CONSTRUCTION	6.48	utility refund
257236	SANCHEZ, SHAWNDEE A	23.04	utility refund
257237	SCOTT, DICK	90.00	utility refund
257238	STOUT, JUSTIN C	13.73	utility refund
257239	WASH PARTNERS, LLC	2,712.97	utility refund
257240	YELDER, ARTHUR	13.73	utility refund
257241	JOHN DEERE FINANCIAL F.S.B.	590.23	miscellaneous/uniforms
257255	BANK OF AMERICA	54,239.14	FEB26 purchasing card service
257256	AC-OWEN CONSTRUCTION, LLC	169,465.77	OK Music Hall of Fame Remodel project
257257	ACCURATE LABS & TRAINING CENTE	445.00	water testing/lab
257258	ACTION GROUP STAFFING	9,172.01	temp employees
257259	ACTION IMPRINTS	158.50	printing services
257260	ADVANCE AUTO PARTS 64771111001	578.79	fleet parts
257261	AIR CAPITAL EQUIPMENT, INC	1,260.25	Water Plant power breaker repair/parts
257262	AIRGAS USA LLC	527.98	miscellaneous
257263	APAC CENTRAL INC	1,049.30	road materials contractor

257264	B & R ELECTRIC SERVICE INC	900.00	electrical contractor
257265	BANNER FIRE EQUIPMENT INC	4,947.53	Fire parts/eqiupment
257266	BEN E. KEITH	2,090.59	concession
257267	BEST VERSION MEDIA LLC	353.60	Civic Center advertising
257268	BKL, INC	13,166.50	space needs assessment
257269	BLESSED GROUND MAINTENANCE	16,300.00	lawncare contractor
257270	BREC VOGES	104.00	employee miscellaneous
257271	BRENNTAG SOUTHWEST INC	25,800.26	chemical contractor
257272	BROCK SUPPLY CO	69.47	miscellaneous
257273	BROKEN ARROW ELECTRIC	192.25	electrical supplies/services
257274	BROKEN ARROW LAWN & GARDEN	142.99	miscellaneous
257275	BROWN'S SHOE FIT CO #87	499.99	employee boots
257276	C K RESTORATION LLC DBA SERVPR	1,130.00	Hatbox event center dumpster rental/restoration services
257277	CAGLE'S FLOWERS & GIFTS	140.00	miscellaneous
257279	CHARBONNEAU, BILLY JO	100.00	Swim & Fit instructor
257280	CINTAS CORPORATION #2	2,345.36	uniforms/janitorial
257281	CITYWIDE PROPERTY MAINTENANCE	1,750.00	mowing contractor
257282	CLIFFORD POWER SYSTEMS INC	3,156.00	Generator Maintenance contractor
257283	COMMERCIAL FITNESS CONCEPTS, L	500.00	Swim & Fit miscellaneous
257284	CONTRACTOR SOLUTIONS	336.00	miscellaneous
257285	COOK CONSULTING LLC	5,442.15	hydromulch
257286	CORE & MAIN LP	4,994.10	public works parts
257287	CRANE SOLUTION SUPPLY LLC	1,216.68	annual hoist inspections
257288	CROWDER AUTO GLASS	1,040.00	fleet miscellaneous
257289	C5 INDUSTRIAL AUTOMATION	8,007.11	Water Plant assembled electrical panel
257290	DAVID'S DISCOUNT TIRES INC	202.84	fleet miscellaneous
257291	DAVIS FIELD AVIATION, LLC	120.75	miscellaneous
257292	DEALERS ELECTRICAL SUPPLY	64.05	miscellaneous
257293	DEBRA DELZEIT	150.00	Swim & Fit instructor
257295	DEPARTMENT OF ENVIRONMENTAL QU	98.00	miscellaneous
257296	KENYONNE DERRICK	900.00	teen center fitness
257297	DANIELLE DEZSO-JONES	625.00	Swim & Fit instructor
257298	DIANA WILSON	73.01	travel/education
257299	DOBSON FIBER	8,443.68	IT communications
257300	EAST CENTRAL ELECTRIC	1,137.38	city utility
257301	EXPRESS EMPLOYMENT PROFESSIONA	4,588.65	temp employees
257302	FASTENAL COMPANY	351.38	parts/supplies/janitorial
257303	AVERY LAWN CARE	2,710.00	lawncare contractor
257304	FITNESS ON DEMAND LLC	229.00	Swim & Fit app
257305	FIVE STAR DEMOLITION	1,900.00	demo contractor
257306	CADENCE PETROLEUM GROUP	29,520.38	fuel
257307	GARLAND ALLEN	25.00	employee miscellaneous
257308	KARLA D GIBSON	100.00	Swim & Fit contractor
257309	GRACE WHITAKER	60.00	Spaulding pool startup
257310	GRAINGER	143.46	parts/supplies/janitorial
257311	GREAT PLAINS CONSULTING	8,850.00	Waste Water Treatment Plant Improvements
257312	GREEN COUNTRY BEHAVIORAL HEALT	431.25	clinical sessions
257313	GREEN COUNTRY TESTING	975.00	miscellaneous
257314	HARRISON TIRE & SUPPLY	180.00	fleet miscellaneous

257315	HIGHLINE AFTERMARKET	1,075.86	fleet parts
257316	SHIRLEY HILTON-FLANARY	150.00	allowance
257317	TRACY ALAN HOOS II	150.00	allowance
257318	I 40 RACE SERVICE LLC	100.00	miscellaneous
257319	IACP INC	220.00	miscellaneous
257320	JAMES HAMLIN	101.95	employee miscellaneous
257321	JARED CAPTIAL, LLC	6,400.00	April/May solar lease
257322	JODY MOORE	27.50	employee miscellaneous
257323	JOHN DEERE FINANCIAL F.S.B.	239.98	miscellaneous/uniforms
257324	STEVEN JOHNS II W	1,600.00	AllAboard sound & lighting
257325	JONAS FITNESS, INC	847.32	Swim & Fit monthly pos service
257327	KIMLEY-HORN AND ASSOCIATES, IN	25,710.00	Broadway District streetscape improvement
257329	LAKE REGION ELECTRIC COOPERATI	2,578.00	city utility
257330	LARRY CAVINESS	300.00	travel/education
257331	KAREN LAUDERDALE	100.00	Swim & Fit instructor
257332	LAZY J PROPERTIES, ANGELA JACK	125.00	Swim & Fit instructor
257333	LB TECHNOLOGY, INC.	1,557.80	miscellaneous
257334	LESLIE ARNOLD	188.76	travel/education
257335	LOCKE SUPPLY CO	17.62	miscellaneous
257336	LORI PAULSON	2,500.00	WaterPark startup
257337	LOVE BOTTLING CO - #111902	17.28	concession
257338	LOVE BOTTLING CO - #170650	522.00	concession
257339	LOVE BOTTLING CO - #208400	139.20	concession
257340	LOVE BOTTLING CO - #208410	34.56	concession
257341	LOWES	3,791.64	supplies/parts/tools
257342	MARVIN'S MOWERS AND OUTDOOR LL	215.64	miscellaneous parts
257343	MATLOCK SECURITY SERVICES	105.00	miscellaneous
257344	MAVERICK MACHINERY	733.67	miscellaneous
257345	MCINTOSH CORP	1,634.98	plumbing contractor
257346	MICHELLE EVANS	50.00	employee miscellaneous
257347	MORGAN SERVICES COMPANY LLC	160.00	tow services
257348	KELLY MURRY	266.25	airport janitorial services
257349	MUSKOGEE ART GUILD, INC.	1,500.00	2026 Azalea Banner Distribution
257350	MUSKOGEE CITY-COUNTY PORT AUTH	218.02	miscellaneous
257351	MUSKOGEE COUNTY CLERK	576.00	filing fees
257352	MUSKOGEE DAILY PHOENIX	6,288.62	ad/subscriptions
257354	MUSKOGEE REDI-MIX LLC	3,135.00	concrete contractor
257355	NUESYNERGY, INC.	407.00	insurance
257356	OFFICE CONNECTIONS LLC	372.60	office supplies
257357	OFFICE DEPOT	507.74	office supplies
257358	OKLAHOMA NATURAL GAS	908.92	city utility
257360	ONE SOURCE WATER LLC	40.95	miscellaneous
257361	OPTIMUM BUSINESS	26.00	IT communications
257362	OREILLY AUTO PARTS	3,038.85	fleet parts
257363	OTA/PIKE PASS	8.88	tolls
257364	PATE INDUSTRIAL SUPPLY INC	1,038.23	miscellaneous
257365	PITNEY BOWES INC	200.28	postage service
257366	PORTCITY BODYSHOP INC DBA SAFE	85.00	fleet services/parts
257367	PREMIER TRUCK GROUP	252.32	fleet miscellaneous
257368	PREMIER USA INC.	3,346.71	temp employees

257369	PROSEGUR EAS USA, LLC	4,349.45	City Hall security
257370	RAILROAD MANAGEMENT COMPANY II	982.98	miscellaneous
257371	DERRICK REED	217.09	allowance
257372	RENFRO ELECTRIC	11,690.00	Waterplant repair transformer
257373	BFI WASTE SERVICES, LLC	551.39	miscellaneous
257374	SHERRY S. RICE	100.00	Swim & Fit instructor
257375	NICHOLAS ROMINE	600.00	mow Smith Ferry Rd detention pond
257376	ROSE STATE COLLEGE WORKFORCE &	414.00	miscellaneous
257377	ROSSCON, LLC.	711,721.19	Round 3 Mill & Overlay
257378	SADLER PAPER COMPANY	1,073.99	janitorial supplies/paper goods
257379	SBA 2012 TC ASSETS	638.14	miscellaneous
257380	JAMES SOUTHCOTT A	100.00	miscellaneous
257381	SPECIAL OPS UNIFORMS	1,215.00	Police officer uniforms
257383	STAUB INVESTMENTS INC. DBA GAL	438.50	miscellaneous
257384	SUPERIOR LINEN SERVICE INC	349.30	towels service
257385	T-MOBILE USA INC.	3,331.07	IT communications
257386	TAMMY TRACY	469.02	travel/education
257387	TECHNICAL PROGRAMMING SERVICES	4,273.40	bill notices
257388	TENDER TOUCH AUTO WASH INC	981.00	fleet miscellaneous
257389	TLS GROUP, INC	7,836.92	signal maintenance
257390	TRANSUNION RISK & ALTERNATIVE	165.00	miscellaneous
257391	ULINE INC	488.09	miscellaneous
257392	UTILITY TECHNOLOGY SERVICES IN	8,170.00	water department meters
257393	WASTE MANAGEMENT OF OKLAHOMA I	23,984.63	landfill
257394	WATER TECH, INC.	20,196.00	chemical contractor
257395	CINDY WAYMAN	250.00	Swim & Fit instructor
257396	WELDON PARTS - MUSKOGEE	76.00	miscellaneous
257398	LAURA WICKIZER	50.00	Swim & Fit contractor
257399	RANDI WILLIAMS	50.00	Swim & Fit instructor
257400	YORK & MAIN EQUITY GROUP INC	12,300.00	sanitary/storm sewer repair
257401	YORK STREET TIRES INC	25.00	fleet services/parts
257402	APPLIED MEDIA CONCEPTS INC	19,415.06	truss & rigging setup for events
257403	BARTON, KENNETH L JR.	83.98	utility refund
257404	JOYFUL OASIS PROPERTIES, LLC	7.08	utility refund
257405	MUSK. COMM CO ACTION	5.21	utility refund
257406	MUSKOGEE 31705, LLC	46.61	utility refund
257407	BLUECROSS/BLUE SHIELD OF OK	200,465.43	insurance
257408	LOWES	75.94	supplies/parts/tools
257409	BLUE RING LLC	11.52	utility refund
257410	BRANDT, BETH	2.99	utility refund
257411	LITTLE OKIE ACADEMY, LLC	3,841.59	utility refund
257412	MUSKOGEE APARTEMNTS	29.26	utility refund
257413	MUSKOGEE APARTMENTS 4 LLC	29.26	utility refund
257414	THE ZERO CARD, INC.	5,903.03	insurance
257415	A + CDL TRUCK RENTAL	2,475.00	CDL class
257416	ACCURATE LABS & TRAINING CENTE	230.00	water testing/lab
257417	ACTION GROUP STAFFING	7,958.10	temp employees
257418	ALLSTATE TERMITE&PEST SOLUTION	2,719.00	pest control contractor
257420	ATLAS MATERIAL HANDLING LLC	560.00	miscellaneous
257421	B & R ELECTRIC SERVICE INC	1,000.00	electrical contractor

257422	BANCFIRST	208,405.78	Sales Tax/AdValorem APR26/MAY26
257423	BEN E. KEITH	404.69	concession
257424	BEYTCO, INC	39,606.45	Keetowah lift station 16
257425	BKL, INC	14,337.00	space needs assessment
257426	BLESSED GROUND MAINTENANCE	80.00	lawncare contractor
257427	BRENDA DOAK	100.00	airport janitorial services
257428	BRITE COMPUTERS	298.80	miscellaneous
257429	BROKEN ARROW ELECTRIC	18,316.58	electrical supplies/services
257430	CDW GOVERNMENT INC	404.81	miscellaneous
257431	CINTAS CORPORATION #2	1,201.93	uniforms/janitorial
257432	CITYWIDE PROPERTY MAINTENANCE	700.00	mowing contractor
257433	CODY LAWSON	300.00	travel/education
257434	CONNECT DME, LLC	1,217.00	medical equipment
257435	COOK CONSTRUCTION & CRANE INC	600.00	miscellaneous
257436	COOK CONSULTING LLC	527,548.98	S. Country Club Rd improvement/Waterline repair
257437	COWAN GROUP ENGINEERING LLC	3,940.00	Priority waterline replacement PKG 1
257438	CROWDER AUTO GLASS	320.00	fleet miscellaneous
257439	D'S WRECKER SERVICE II	305.24	tow services
257440	DAVID'S DISCOUNT TIRES INC	128.06	fleet miscellaneous
257441	DRIVE SHAFTS INC	269.50	fleet miscellaneous
257442	EXPRESS EMPLOYMENT PROFESSIONA	10,827.59	temp employees
257443	FASTENAL COMPANY	61.45	parts/supplies/janitorial
257444	AVERY LAWN CARE	710.00	lawncare contractor
257445	FLEETPRIDE INC	147.76	fleet miscellaneous
257446	CADENCE PETROLEUM GROUP	62,219.12	fuel
257447	GORDON'S HEATING-AIR CONDITION	1,140.00	HVAC maintenance contractor
257449	GRIMSLEY'S INC	31.56	parts/supplies/janitorial
257450	GUARD TRONIC INC	686.73	security services
257451	HACH COMPANY	1,462.60	water lab supplies/equipment
257453	HUGHES LUMBER CO	602.70	miscellaneous
257454	I 40 RACE SERVICE LLC	280.00	miscellaneous
257455	INDIAN CAPITAL TECHNOLOGY CENT	105.00	miscellaneous
257456	GAS AND SUPPLY	627.30	miscellaneous
257457	INHOUSE ADVERTISING LLC	494.12	Civic Center events advertising
257458	JAMES HODGE FORD-LINCOLN-MERC	166.78	fleet services
257459	JEREMY ROSS MC PLLC	2,000.00	Fire department medical director
257460	JOE GODDARD ENTERPRISES, LLC	1,080.00	contract work for 20 storm sirens
257461	JORDAN COCHRAN	300.00	travel/education
257462	KELLY BOLDING	275.00	travel/education
257464	LB TECHNOLOGY, INC.	15.00	miscellaneous
257465	THE LIFEGUARD STORE	326.34	miscellaneous
257466	LOCKE SUPPLY CO	1,019.15	miscellaneous
257467	LOWES	1,637.11	supplies/parts/tools
257469	MARVIN'S MOWERS AND OUTDOOR LL	543.39	miscellaneous parts
257471	MORGAN SERVICES COMPANY LLC	135.00	tow services
257472	KELLY MURRY	112.50	airport janitorial services
257473	MUSKOGEE CITY COUNTY 911 TRUST	30,805.75	May dispatch fees
257474	MUSKOGEE COUNTY CLERK	76.00	filing fees
257475	MUSKOGEE DAILY PHOENIX	559.24	ad/subscriptions

257476	MUSKOGEE LOCK & KEY	80.00	miscellaneous
257477	NAFECO INC	40,246.21	Fire hose/gloves /boots
257478	NEIGHBORS BUILDING NEIGHBORHOO	34,300.00	FY26 contract PMT 2of2
257479	OG&E #133285479-1	51.81	city utility
257480	OKLAHOMA NATURAL GAS	931.15	city utility
257481	OKLAHOMA TURNPIKE AUTHORITY (O	7.60	tolls
257483	OREILLY AUTO PARTS	3,320.08	fleet parts
257484	OTA-PLATEPAY	16.12	tolls
257485	P & K EQUIPMENT	50.57	miscellaneous
257486	PATE INDUSTRIAL SUPPLY INC	120.93	miscellaneous
257487	PITNEY BOWES INC	423.00	postage service
257488	PORTCITY BODYSHOP INC DBA SAFE	85.00	fleet services/parts
257489	PREMIER USA INC.	883.00	temp employees
257490	RA OUTDOORS, LLC DBA ASPIRA	7.00	miscellaneous
257491	SADLER PAPER COMPANY	1,013.18	janitorial supplies/paper goods
257492	SOUTHERN TIRE MART, LLC	234.75	fleet miscellaneous
257493	STEIDLEY & NEAL, PLLC	87.50	miscellaneous
257495	STEWART MARTIN EQUIPMENT	260.37	miscellaneous
257496	SUPERIOR LINEN SERVICE INC	188.55	towels service
257497	TECHNICAL PROGRAMMING SERVICES	7,661.25	bill notices
257498	TESCORP COMPRESSOR & PUMP	1,890.56	compressor repair/maintenance
257499	THE PC LANDING ZONE, INC	9,200.00	Fire training station computers
257500	THYSSENKRUPP ELEVATOR CORP	1,121.50	elevator contractor
257501	TIGER NATURAL GAS INC	4,683.69	city utility
257502	TYLER EVANS	275.00	travel/education
257503	W & W INVESTMENTS-AKERS COLLIS	6,066.49	collision repairs for city vehicles
257504	WEBB'S HEAVY EQUIPMENT REPAIR	150.00	miscellaneous
257505	WOOD LAWN & LANDSCAPING LLC	90.99	lawncare contractor
257506	JOHN DEERE FINANCIAL F.S.B.	528.82	miscellaneous/uniforms
257507	CARSON, HOLLY S	19.53	utility refund
257508	JACKSON PROPERTIES	54.84	utility refund
257509	MATLOCK, DOUGLAS	26.43	utility refund
257510	MID CONTINENT CONSTRUCTION	36.56	utility refund
257511	ONE WORLD COMMUNICATIONS, LLC	2,317.87	utility refund
257512	PEREZ BARRETO, ALFREDO A	27.17	utility refund
257513	REDO PROPERTIES	8.95	utility refund
257514	RENO PROPERTIES	26.43	utility refund
257515	SANDERSFIELD, JOHN E	7.08	utility refund
257516	SHERRICK-BLAIR, MARY K	16.69	utility refund
257517	STRICKLAND, JEFFERY A	5.70	utility refund
257518	ACCURATE LABS & TRAINING CENTE	2,410.00	water testing/lab
257519	ACE FENCE COMPANY	1,288.00	fence services
257520	ACECO RENTAL AND SALES	152.00	miscellaneous
257521	ACTION GROUP STAFFING	9,510.50	temp employees
257522	ACTION IMPRINTS	1,188.00	printing services
257523	ADAM PENDLETON	175.00	employee miscellaneous
257524	AMERICAN RED CROSS-TRAINING SE	480.00	miscellaneous
257525	APAC CENTRAL INC	3,393.60	road materials contractor
257526	ATLAS MATERIAL HANDLING LLC	560.00	miscellaneous
257527	BANNER FIRE EQUIPMENT INC	750.60	Fire parts/eqiupment

257528	BRIAN BARNS MICHAEL	150.00	swim team dues
257529	BAYSINGER POLICE SUPPLY	6,641.64	Police officer uniforms
257530	BLESSED GROUND MAINTENANCE	3,195.00	lawncare contractor
257531	BRENNTAG SOUTHWEST INC	40,443.35	chemical contractor
257532	BURTON POOLS AND SPAS, LLC	31,607.11	Parks replace butterfly valves, pump
257533	CARE AROUND THE CLOCK INC	23,332.04	medical services
257534	CHARBONNEAU, BILLY JO	100.00	Swim & Fit instructor
257535	CINTAS CORPORATION #2	2,843.36	uniforms/janitorial
257536	CITY GREASE TRAP SERVICE	46,000.00	remove and dispose grease interceptor sludge
257537	CITYWIDE PROPERTY MAINTENANCE	1,750.00	mowing contractor
257538	COLBY JOHNSON	175.00	employee miscellaneous
257539	COMMUNITY CARE EAP	520.70	miscellaneous
257540	COOK CONSULTING LLC	24,500.00	Creek Channel in Country Club
257541	CORE & MAIN LP	22,702.36	public works parts
257542	COWAN GROUP ENGINEERING LLC	87,609.50	Raw water line/engineering service
257543	C5 INDUSTRIAL AUTOMATION	4,879.70	communications for Taft pump station
257544	D & F SERVICES LLC	2,500.00	equipment repair/build of Water Plant pumps and process building
257545	DAVID'S DISCOUNT TIRES INC	205.52	fleet miscellaneous
257546	DEALERS ELECTRICAL SUPPLY	146.33	miscellaneous
257547	DEBRA DELZEIT	75.00	Swim & Fit instructor
257548	EMILY PIPPIN	416.00	travel/education
257549	EXPRESS EMPLOYMENT PROFESSIONA	7,348.78	temp employees
257550	FASTENAL COMPANY	816.93	parts/supplies/janitorial
257551	AVERY LAWN CARE	1,810.00	lawncare contractor
257552	FIVE STAR DEMOLITION	14,191.44	demo contractor
257553	FIVE STAR OFFICE SUPPLY	39.27	office supplies
257554	CADENCE PETROLEUM GROUP	2,231.67	fuel
257555	KARLA D GIBSON	75.00	Swim & Fit contractor
257556	GRAINGER	361.77	parts/supplies/janitorial
257557	GREEN COUNTRY BEHAVIORAL HEALT	3,970.83	clinical sessions
257558	HARCROS CHEMICALS INC	539.20	chemical contractor
257559	HARRISON TIRE & SUPPLY	15.00	fleet miscellaneous
257560	USA BLUEBOOK	220.40	Public works lab equipment
257561	HOLT VENTURES LLC	500.00	miscellaneous
257562	HUGHES LUMBER CO	278.91	miscellaneous
257563	INDIAN CAPITAL TECHNOLOGY CENT	350.00	miscellaneous
257564	KIMBALL MIDWEST	261.76	miscellaneous
257565	KIRBY - SMITH	74.16	miscellaneous
257566	KAREN LAUDERDALE	100.00	Swim & Fit instructor
257567	LAZY J PROPERTIES, ANGELA JACK	100.00	Swim & Fit instructor
257568	THE LIFEGUARD STORE	373.80	miscellaneous
257569	LOCKE SUPPLY CO	475.44	miscellaneous
257570	LOWES	1,919.73	supplies/parts/tools
257571	MARVIN'S MOWERS AND OUTDOOR LL	163.12	miscellaneous parts
257572	MASON DAVENPORT	175.00	employee miscellaneous
257573	MAVERICK MACHINERY	87.02	miscellaneous
257574	MILLCREEK CARPET AND TILE INC	677.81	miscellaneous
257575	KELLY MURRY	120.00	airport janitorial services
257576	MUSKOGEE COMMUNICATIONS, INC.	5,919.33	communications

257577	MUSKOGEE COUNTY CLERK	508.00	filing fees
257578	MUSKOGEE COUNTY TRANSIT AUTHOR	13,271.51	transportation services
257579	MUSKOGEE LOCK & KEY	135.00	miscellaneous
257580	MUSKOGEE REDI-MIX LLC	4,563.00	concrete contractor
257581	MUSKOGEE YOUTH SERVICES	2,462.72	Juvenile program APR26
257582	NAFECO INC	8,652.92	Fire gloves/boots
257583	OFFICE CONNECTIONS LLC	47.94	office supplies
257584	OG&E - ACCT #35947999-5	201,315.54	city utility
257585	OKLAHOMA NATURAL GAS	1,756.75	city utility
257586	OKLAHOMA STATE DEPT OF HEALTH	880.00	miscellaneous
257587	OLSSON ASSOCIATES	44,965.00	Economic Development Assistance Medical District
257588	OREILLY AUTO PARTS	3,105.71	fleet parts
257589	P & K EQUIPMENT	535.66	miscellaneous
257590	PATE INDUSTRIAL SUPPLY INC	1,219.30	miscellaneous
257591	PORTCITY BODYSHOP INC DBA SAFE	250.00	fleet services/parts
257592	ADAM M. POTTS DBA LAWNSTARS	1,225.00	lawncare contractor
257593	PREMIER TRUCK GROUP	62.83	fleet miscellaneous
257594	TEN-EIGHT OUTFITTERS	486.12	miscellaneous
257595	QUIK PRINT OF TULSA INC	67.49	miscellaneous
257596	RENFRO ELECTRIC	1,440.00	Waterplant repair transformer
257597	HENDERSON COFFEE	470.84	miscellaneous
257598	ROY'S UPHOLSTERY	200.00	fleet miscellaneous
257599	SADLER PAPER COMPANY	833.88	janitorial supplies/paper goods
257600	SAFETY FIRE EXTINGUISHERS	390.00	miscellaneous
257601	SANDERS NURSERY & DISTRIBUTION	350.50	Parks miscellaneous
257602	SOUTHERN TIRE MART, LLC	400.00	fleet miscellaneous
257603	SPECIAL OPS UNIFORMS	8,572.96	Police officer uniforms
257604	STAUB INVESTMENTS INC. DBA GAL	120.00	miscellaneous
257605	STEWART MARTIN EQUIPMENT	46.77	miscellaneous
257606	SUPERIOR GRAPHICS & SIGNS	3,161.00	miscellaneous
257607	TECHNICAL PROGRAMMING SERVICES	3,049.16	bill notices
257608	W & W INVESTMENTS-AKERS COLLIS	500.00	miscellaneous
257609	WARREN CAT	132.52	miscellaneous
257610	WASTE MANAGEMENT OF OKLAHOMA I	23,332.66	landfill
257611	CINDY WAYMAN	425.00	Swim & Fit instructor
257612	JACK WEAVER EUGENE	25.00	Swim & Fit instructor
257613	LAURA WICKIZER	125.00	Swim & Fit contractor
257614	RANDI WILLIAMS	50.00	Swim & Fit instructor
257615	YORK & MAIN EQUITY GROUP INC	27,357.00	sanitary/storm sewer repair
257616	BURK, DANIEL LEVI	100.00	utility refund
257617	ELLIS,L JAMES W	57.30	utility refund
276231	JOHN DEERE FINANCIAL F.S.B.	1,148.87	miscellaneous/uniforms
276232	THE ZERO CARD, INC.	6,380.67	insurance
276250	BANK OF AMERICA	82,136.38	MAR26 purchasing card service

MUSKOGEE TOURISM CLAIMS

CHECK NO.	VENDOR	AMOUNT	DESCRIPTION
257115	BIG WHEEL DIGITAL MEDIA	6,250.00	MAY26 digital marketing & advertising
257230	BANK OF AMERICA	3,172.97	JAN26 purchasing card service
257255	BANK OF AMERICA	971.72	FEB26 purchasing card service
257294	DEMI SMITH	211.12	travel/education
257318	I 40 RACE SERVICE LLC	263.00	miscellaneous
257326	JUSTIN O'NEAL	211.40	travel/education
257328	KTFX FM RADIO STATION	1,000.00	radio ad
257339	LOVE BOTTLING CO - #208400	205.00	concession
257358	OKLAHOMA NATURAL GAS	221.81	city utility
257359	OKLAHOMA STATE DEPT OF HEALTH	335.00	miscellaneous
257368	PREMIER USA INC.	286.05	temp employees
257382	STACEY SPITLER	100.00	Roxy rent refund
257419	APPLIED MEDIA CONCEPTS INC	6,340.00	truss & rigging setup for events
257448	GREEN COUNTRY TOURISM	125.00	miscellaneous
257452	HUGG AND HALL EQUIPMENT COMPAN	2,268.00	equipment rental
257463	LAMAR TEXAS LIMITED PARTNERSHI	1,995.00	billboard advertising
257468	M & M MEDIA LLC	350.00	radio advertising
257470	MLFLW LLC	17,500.00	Major League fishing tournament 2026
257475	MUSKOGEE DAILY PHOENIX	1,417.00	advertising
257489	PREMIER USA INC.	1,227.76	temp employees
257491	SADLER PAPER COMPANY	40.67	janitorial supplies/paper goods
276250	BANK OF AMERICA	4,552.39	MAR26 purchasing card service

Finance Committee **4.**

Meeting Date: 06/08/2026

Initiator: Dennis Read, Treasurer

Department: Finance

Staff Information Source:

Information

AGENDA ITEM TITLE:

Hold a Public Hearing to discuss the City of Muskogee Budget for FY2026-2027, and take other necessary action. (Dennis Read)

**Note: A complete copy of the FY2026-2027 Budget can be found on the City of Muskogee Website.

BACKGROUND:

The city is required to hold a public hearing to consider its annual budget. This year's budget was discussed preliminarily at the Council Retreat on April 30th 2026, and staff were directed to bring a full budget for consideration at this meeting. The proposed budget will be available on the City of Muskogee website after 12:00 p.m. on 6/04/2026.

RECOMMENDED ACTION:

Consider and discuss the budget proposal and make recommendations to Staff regarding next steps

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Fiscal Impact

Attachments

No file(s) attached.

Finance Committee **5.**

Meeting Date: 06/08/2026

Submitted For: Keri Spencer, City Attorney **Initiator:** Leslie Arnold, Legal Assistant

Department: City Attorney

Staff Information Source: City Attorney

Information

AGENDA ITEM TITLE:

Consider approval of nine (9) annual Wholesale Water Agreements with the following wholesale water customers: Rural Water District #1, Rural Water District #2, Rural Water District #5, Rural Water District #6, Rural Water District #9, Haskell Public Works Authority, Okay Public Works Authority, Porter Public Works Authority, and Taft Public Works Authority, to be effective July 1, 2026, or take other necessary action. (Keri Spencer)

BACKGROUND:

The City and the Water Districts have finalized agreements to continue the sale of treated water. There is no change to the water usage between these agreements and what our records show. It covers the City's ability to provide water and the requirements should there be an inability to serve and it allows for rate adjustment and caps the amount of water that may be sold to each District without the City incurring additional charges. The term of the agreements are based on the City's fiscal year and it automatically extend one (1) additional year. It may be terminated by either party with 180 days notice. Resolution No. #3091 was passed by City Council on May 18, 2026, increasing the rate per unit from $2.06 to $2.15 beginning in July 2026.

Allocations per month:

Porter PWA	8,020 units
RWD #5	21,840 units
Haskell PWA	26,070 units
RWD #2	6,684 units
Okay PWA	3,342 units
RWD #6	18,012.8 units
Taft PWA	2,674 units
RWD #9	3,200 units
RWD #1	17,380 units

RECOMMENDED ACTION:

Approve the agreements with the following wholesale water users: Rural Water District #1, Rural Water District #2, Rural Water District #5, Rural Water District #6, Rural Water District #9, Haskell Public Works Authority, Okay Public Works Authority, Porter Public Works Authority, and Taft Public Works Authority, and authorize the Mayor and City Clerk to execute the agreements.

Fiscal Impact

Attachments

Haskell PWA
Okay PWA
Porter PWA
RWD 1
RWD 2
RWD 5
RWD 6
RWD 9
Taft PWA

WATER PURCHASE A G R E E M E N T

THIS AGREEMENT made and entered into this ___ day of _____, 2026, by and between the City of Muskogee, Oklahoma, a municipal corporation hereinafter called the "SELLER," and the Town of Haskell and/or the Haskell Public Works Authority hereinafter called "BUYER", for the sale of treated water to the BUYER from the SELLER'S water supply system. The terms and conditions of this agreement supersede and replace any all prior agreements between the parties. This Agreement is in accordance with the provisions of 11 O.S. 2001, Section 22-104 and the Charter of SELLER.

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

WHEREAS, the BUYER is currently purchasing buy treated water from the SELLER for resale to its current and future customers; and

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

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

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

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

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

1. CONDITIONS OF SALE

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

2. MONTHLY SUPPLY/OVERAGE

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

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

Maximum/Month	
19,500,360	gallons
2,607,000	cubic feet
26,070	units

One unit is the equivalent of 748 gallons or 100 cubic feet.
Any amount used in excess of the amount shown in the column Maximum/Month in "units" will be considered as usage in excess of the BUYER'S allocation and will be billed at the established rate for excess usage set out in Section 5 of this agreement.

3. USAGE

The water purchased by the BUYER will be used exclusively by its municipal customers located within the service area of the Town of Haskell, Oklahoma and/or the Haskell Public Works Authority. At the time of the execution of this agreement the town of Haskell is selling bulk water to the Town of Boynton. The Town of Haskell is permitted to continue with its arrangement with the Town of Boynton or Boynton Public Works Authority.

4. TEMPORARY RESTRICTIONS

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

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

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

5. TERMS OF SALE

A. BASE RATE. BUYER will pay to SELLER an amount for all treated water furnished by SELLER delivered by SELLER to BUYER'S connections (point of delivery) at the rate set out in appendix A of the Muskogee City Code.

B. EXCESS USAGE RATE. BUYER will pay to SELLER two times the amount of the "BASE RATE" (2 x base rate) per one hundred cubic feet of water usage over the MAXIMUM/MONTH usage which is 19,500,360 gallons or converted to units 26,070 units. See attached Resolution #3091 as Exhibit "A", to see the current base rate amount.

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

6. EASEMENTS AND RIGHT-OF-WAY

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

7. METERS AND METERING

Water delivered to the BUYER shall be metered in accordance with the provisions of the Muskogee City Code. If a new or additional meter is required BUYER shall install and maintain an approved preventive backflow device to eliminate any possibility of the BUYER'S system contaminating the SELLER'S water supply system. The tap, meter box, and backflow device shall be installed, at the BUYER'S expense, by a qualified plumber, licensed in the State of Oklahoma, in accordance with the Muskogee City Code and inspected by the SELLER. The BUYER shall pay applicable charges for the water meter to the SELLER in accordance with the Muskogee City Code and said meter will be installed by the SELLER. The meter(s) shall be the property of the SELLER.

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

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

8. PAYMENT

SELLER will bill the BUYER on or about the first business day of each month. The bill will set out the amount of water delivered to BUYER during the preceding billing period and the amount owed by the BUYER for that billing period. The Buyer shall pay the bill no later that the due date. Late payments shall bear an interest rate of ten percent (10%) per annum.

SELLER reserves the right to suspend or to terminate the delivery of water for nonpayment on the same terms that the SELLER applies to other customers. The suspension of water service shall be effective until BUYER pays all charges, interest, penalties and fees. Repeated failure of BUYER to pay the bill within the applicable time limit shall be cause to terminate the agreement.

9. CUSTOMERS AND SERVICE TERRITORY

BUYER agrees that BUYER shall not permit any other person or entity to connect to or obtain any water from the water system covered under this Agreement except BUYER'S customers, see paragraph 3 above for restrictions. BUYER agrees not to sell any treated water to any bulk water user, town, city, private water association or water district except the Town of Boynton as provided in paragraph 3 above. Violation of this provision shall cause the SELLER to immediately terminate the sale of water to BUYER without notice, and SELLER shall prepare statement for water used, and payment shall be made in compliance with Section 8, above.

BUYER agrees that it will not serve or assert any exclusive right to serve any customer or territory, other than new customers of BUYER within the territory described in paragraph 3. If the Buyer does not have the present ability to serve all water service needs of any new customer, including water requirements for fire protection and fire suppression and any reasonably anticipated future water service needs of its current water customers and territory Buyer shall negotiate the service of the new customer with the Seller which may include allowing the Seller to serve the new customer within the Buyer's territory. As used herein "present ability to serve" means that BUYER'S distribution system is in place and BUYER has sufficient water both by volume and pressure to provide the needs of the new customer which may include fire suppression requirements meeting the minimum standards of the Oklahoma Department of Environmental Quality.

10. ASSIGNMENT

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

11. TERM

The term of this agreement is for the period from July 1, 2024 through midnight June 30, 2025. This agreement will automatically be extended for additional one (1) year terms under the same identical terms and conditions as are set out herein. Any additional one year term will commence on a July 1st and end on a June 30th of the next calendar year unless either party gives written notice to the other one (1) year prior to the contracts next expiration date that the agreement will not be renewed.

12. TERMINATION

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

a. giving of the notice as provided in Section 11 above.

b. the BUYER'S default in the payment of all or any amount billed by the SELLER for more than thirty (30) days or as provided in Section 8 above.

c. the insolvency, assignment for the benefit of creditors or the filing of a petition in bankruptcy by or against BUYER.

d. BUYERS default in the performance of any provision of this agreement where BUYER has been given notice and has not corrected the default within thirty (30) business days.

e. A change in state or federal law (including regulations) that alters the terms of this agreement or that changes the rights or obligations of the parties.

f. as elsewhere set out in this agreement.

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

13. RULES AND REGULATIONS

If Buyer is required to construct improvements on Sellers side of the meter and meter box as required in paragraph 7, above or if buyer is required to extend a water main to a new meter location all improvements that will become property of Seller constructed by BUYER in the furtherance of this agreement shall conform to all applicable provisions of the Muskogee City Code, state statute and federal law.

14. TENANCIES

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

15. NO PROPERTY RIGHTS.

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

16. NO THIRD PARTY BENEFICIARIES

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

17. INDEMNITY

To the extent permitted by law, SELLER agrees to indemnify, defend and hold harmless the BUYER and any and all of its officers, employees and agents and representatives from any claims, obligations and

liabilities resulting from the construction, maintenance, operation and existence of the taps, meter pits and meters, valves, necessary water lines, and any other improvement deemed necessary by the parties to carry out this agreement to the extent permitted by the Oklahoma Governmental Tort Claims Act.

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

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

18. NOTICES

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

To the SELLER	City Manager City of Muskogee 229 West Okmulgee Muskogee, OK 74401	To the BUYER	Town Clerk Town of Haskell P.O. Box 9 Haskell, OK 74436

19. AMENDMENT

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

20. SURVIVAL

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

14. **FORCE MAJEURE.** A "Force Majeure Event" is defined as an event or effect that can be neither anticipated nor controlled which renders performance of the terms of this Agreement impossible, impracticable, or unsafe. If a Force Majeure Event occurs, the City of Muskogee may not be able to temporarily perform its obligations in connection with this Agreement and shall be held harmless therefrom.

21. ENTIRE UNDERSTANDING

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

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of _____, 2026.

THE CITY OF MUSKOGEE, OKLAHOMA
A municipal corporation,

_____
RYAN LOWE, MAYOR

ATTEST:

(SEAL)

_____
TAMMY L. TRACY, CITY CLERK

APPROVED as to form and legality for the City of Muskogee this __ day of _____, 2026.

_____
KERI SPENCER, INTERIM CITY ATTORNEY

TOWN OF HASKELL, OKLAHOMA
HASKELL PUBLIC WORKS AUTHORITY

_____
MAYOR/CHAIRMAN

ATTEST:

_____
TOWN CLERK

EXHIBIT A

Base Rate From July 1—July 24, 2026	$2.06 per 100 Cubic Feet (1 Unit)
New Base Rate Effective July 25, 2026, as per City of Muskogee Resolution #3091 which has been previously provided to you	$2.15 per 100 Cubic Feet (1 Unit)

WATER PURCHASE A G R E E M E N T

THIS AGREEMENT made and entered into this ___ day of_____, 2026, by and between the City of Muskogee, Oklahoma, a municipal corporation organized under the laws of the State of Oklahoma, hereinafter "SELLER," and the Okay Public Works Authority, hereinafter "BUYER", for the sale of treated water to the BUYER from the SELLER'S water supply system. The terms and conditions of this agreement supersede and replace any all prior agreements between the parties. This Agreement is in accordance with the provisions of 11 O.S. 2001, Section 22-104 and the Charter of SELLER.

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

WHEREAS, the BUYER is currently purchasing buy treated water from the SELLER for resale to its current and future customers; and

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

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

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

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

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

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

2. MONTHLY SUPPLY/OVERAGE. The maximum monthly supply of water furnished shall meet the reasonable requirements of BUYER which is as follows:

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

Maximum/Month	
2,499,816	gallons
334,220	cubic feet
3342	units

One unit is the equivalent of 748 gallons or 100 cubic feet.

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

3. USAGE. The water purchased by the BUYER will be used exclusively by its municipal customers located within the service area of the Town of Okay, Oklahoma and the Okay Municipal Authority.

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

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

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

5. TERMS OF SALE.

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

B. Excess Usage Rate. BUYER will pay to SELLER two times the amount of the "BASE RATE" (2 x base rate) per one hundred cubic feet of water usage over the

MAXIMUM/MONTH usage which is 2,499,816 gallons or converted to units 3342 units. See the base rate set out in appendix A of the Muskogee City Code, as amended and more thoroughly explained in the attached "EXHIBIT A".

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

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

7. METERS AND METERING. Water delivered to the BUYER shall be metered in accordance with the provisions of the Muskogee City Code. If a new or additional meter is required BUYER shall install and maintain an approved preventive backflow device to eliminate any possibility of the BUYER'S system contaminating the SELLER'S water supply system. The tap, meter box, and backflow device shall be installed, at the BUYER'S expense, by a qualified plumber, licensed in the State of Oklahoma, in accordance with the Muskogee City Code and inspected by the SELLER. The BUYER shall pay applicable charges for the water meter to the SELLER in accordance with the Muskogee City Code and said meter will be installed by the SELLER. The meter(s) shall be the property of the SELLER.

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

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

8. PAYMENT SELLER will bill the BUYER on or about the first business day of each month. The bill will set out the amount of water delivered to BUYER during the

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

9. CUSTOMERS AND SERVICE TERRITORY. BUYER agrees that BUYER shall not permit any other person or entity to connect to or obtain any water from the water system covered under this Agreement except BUYER'S customers, see paragraph 3 above for restrictions. BUYER agrees not to sell any treated water to any bulk water user, town, city, private water association or water district. Violation of this provision shall cause the SELLER to immediately terminate the sale of water to BUYER without notice, and SELLER shall prepare statement for water used, and payment shall be made in compliance with Section 8, above.

BUYER agrees that it will not serve or assert any exclusive right to serve any customer or territory, other than new customers of BUYER within the territory described in paragraph 3. If the BUYER does not have the present ability to serve all water service needs of any new customer, including water requirements for fire protection and fire suppression and any reasonably anticipated future water service needs of its current water customers and territory BUYER shall negotiate the service of the new customer with the SELLER which may include allowing the SELLER to serve the new customer within the BUYER'S territory. As used herein "present ability to serve" means that BUYER'S distribution system is in place and BUYER has sufficient water both by volume and pressure to provide the needs of the new customer which may include fire suppression requirements meeting the minimum standards of the Oklahoma Department of Environmental Quality.

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

11. TERM. The term of this agreement is for the period from the date of execution through midnight June 30, 2027. This agreement will automatically be extended for additional one (1) year terms under the same identical terms and conditions as are set out herein. Any additional one year term will commence on a July 1st and end on a June 30th of the next fiscal year unless either party gives written notice to the other one hundred eighty days (180) prior to the contracts next expiration date that the agreement will not be renewed.

12. TERMINATION. This Agreement shall terminate on the occurrence of any of the following:

a. Giving of notice as provided in Section 11 above;
b. The BUYER'S default in the payment of all or any amount billed by the SELLER for more than thirty (30) days or as provided in Section 8 above.
c. The insolvency, assignment for the benefit of creditors or the filing of a petition in bankruptcy by or against BUYER;
d. BUYERS default in the performance of any provision of this agreement where BUYER has been given notice and has not corrected the default within 10 business days;
e. A change in state or federal law (including regulations) that alters the terms of this agreement or that changes the rights or obligations of the parties;
f. As elsewhere set out in this agreement; or
g. SELLER's City Council declares by a duly adopted resolution that the water being furnished under this Agreement is required by SELLER for its own use and the use of its inhabitants. The determination by the City Council of the SELLER shall be final and is not subject to appeal.

13. RULES AND REGULATIONS. If BUYER is required to construct improvements on SELLER'S side of the meter and meter box as required in paragraph 7, above or if BUYER is required to extend a water main to a new meter location all improvements that will become property of SELLER constructed by BUYER in the furtherance of this agreement shall conform to all applicable provisions of the Muskogee City Code, state statute and federal law.

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

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

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

17. INDEMNITY. BUYER agrees to indemnify, defend and hold harmless the SELLER and any and all of its officers, employees and agents and representatives from any claims, obligations and liabilities resulting from the construction, maintenance, operation and existence of the taps, meter pits and meters, valves, necessary water lines, and any other

improvement deemed necessary by the parties to carry out this agreement to the extent permitted by the Oklahoma Governmental Tort Claims Act.

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

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

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

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

To the BUYER
Town Clerk
Town of Okay
P. O. Box 317
Okay, OK 74446

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

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

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

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of _____, 2026.

THE CITY OF MUSKOGEE, OKLAHOMA

A municipal corporation,

_____
RYAN LOWE, MAYOR

ATTEST:

_____
TAMMY L. TRACY, CITY CLERK

APPROVED as to form and legality for the City of Muskogee this ___ day of _____, 2026.

_____
KERI SPENCER, Interim City Attorney

TOWN OF OKAY, OKLAHOMA

_____
MAYOR

ATTEST

_____
TOWN CLERK

EXHIBIT A

Base Rate From July 1—July 24, 2026	$2.06 per 100 Cubic Feet (1 Unit)
New Base Rate Effective July 25, 2026, as per City of Muskogee Resolution #3091 which has been previously provided to you	$2.15 per 100 Cubic Feet (1 Unit)

WATER PURCHASE A G R E E M E N T

THIS AGREEMENT made and entered into this __ day of____, 2026, by and between the City of Muskogee, Oklahoma, a municipal corporation, hereinafter called the "SELLER," and the Town of Porter and/or the Porter Public Works Authority hereinafter called "BUYER", for the sale of treated water to the BUYER from the SELLER'S water supply system. The terms and conditions of this agreement supersede and replace any all prior agreements between the parties. This Agreement is in accordance with the provisions of 11 O.S. 2001, Section 22-104 and the Charter of SELLER.

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

WHEREAS, the BUYER is currently purchasing buy treated water from the SELLER for resale to its current and future customers; and

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

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

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

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

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

1. CONDITIONS OF SALE

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

2. MONTHLY SUPPLY/OVERAGE

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

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

Maximum/Month	
5,998,960	gallons

802,000 cubic feet
8,020 units

One unit is the equivalent of 748 gallons or 100 cubic feet.
Any amount used in excess of the amount shown in the column Maximum/Month in "units" will be considered as usage in excess of the BUYER'S allocation and will be billed at the established rate for excess usage set out in Section 5 of this agreement.

3. USAGE

The water purchased by the BUYER will be used exclusively by its municipal customers located within the service area of the Town of Porter, Oklahoma and/or the Porter Public Works Authority or as noted in paragraph 9.

4. TEMPORARY RESTRICTIONS

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

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

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

5. TERMS OF SALE

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

B. EXCESS USAGE RATE. BUYER will pay to SELLER two times the amount of the "BASE RATE" (2 x base rate) per one hundred cubic feet of water usage over the MAXIMUM/MONTH usage which is 5,998,960 gallons or converted to units 8,020 units. See the base rate set out in appendix A of the Muskogee City Code, as amended and more thoroughly explained in the attached "EXHIBIT A".

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

6. EASEMENTS AND RIGHT-OF-WAY

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

7. METERS AND METERING

Water delivered to the BUYER shall be metered in accordance with the provisions of the Muskogee City Code. If a new or additional meter is required BUYER shall install and maintain an approved preventive backflow device to eliminate any possibility of the BUYER'S system contaminating the SELLER'S water supply system. The tap, meter box, and backflow device shall be installed, at the BUYER'S expense, by a qualified plumber, licensed in the State of Oklahoma, in accordance with the Muskogee City Code and inspected by the SELLER. The BUYER shall pay applicable charges for the water meter to the SELLER in accordance with the Muskogee City Code and said meter will be installed by the SELLER. The meter(s) shall be the property of the SELLER.

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

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

8. PAYMENT

SELLER will bill the BUYER on or about the first business day of each month. The bill will set out the amount of water delivered to BUYER during the preceding billing period and the amount owed by BUYER for that billing period. BUYER shall pay all invoices received from SELLER by the date stated on the bill. In the event that BUYER fails to make timely

payment of any sums by the due date, a late fee of 10% per annum of the total invoiced amount that is not paid by the applicable due date will be charged. Further, SELLER reserves the right to cease Services upon BUYER'S failure to pay all amounts owed under this Contract. Repeated failure of BUYER to pay the bill within the applicable time limit shall be cause to terminate the agreement.

9. CUSTOMERS AND SERVICE TERRITORY

BUYER agrees that BUYER shall not permit any other person or entity to connect to or obtain any water from the water system covered under this Agreement except BUYER'S customers, see paragraph 3 above for restrictions. BUYER agrees not to sell any treated water to any bulk water user, city, private water association, water district or town with the exception of the sale of water to the Town of Tullahassee. Any sale of water to the Town of Tullahassee will be sold at cost with only the addition of reasonable administrative expenses. BUYER shall provide an accounting of all water sales and administrative expenses related to water sold to the Town of Tullahassee annually or as requested by the SELLER. Violation of this provision shall cause the SELLER to immediately terminate the sale of water to BUYER without notice, and SELLER shall prepare statement for water used, and payment shall be made in compliance with Section 8, above.

BUYER agrees that it will not serve or assert any exclusive right to serve any customer or territory, other than new customers of BUYER within the territory described in paragraph 3. If the Buyer does not have the present ability to serve all water service needs of any new customer, including water requirements for fire protection and fire suppression and any reasonably anticipated future water service needs of its current water customers and territory Buyer shall negotiate the service of the new customer with the Seller which may include allowing the Seller to serve the new customer within the Buyer's territory. As used herein "present ability to serve" means that BUYER'S distribution system is in place and BUYER has sufficient water both by volume and pressure to provide the needs of the new customer which may include fire suppression requirements meeting the minimum standards of the Oklahoma Department of Environmental Quality.

10. ASSIGNMENT

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

11. TERM

The term of this agreement is for the period from the date of execution through midnight June 30, 2027. This agreement will automatically be extended for additional one (1) year terms under the same identical terms and conditions as are set out herein. Any additional one year term will commence on a July 1st and end on a June 30th of the next calendar year unless either party gives written notice to the other one hundred eighty days (180) prior to the contracts next expiration date that the agreement will not be renewed.

12. TERMINATION

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

a. giving of the notice as provided in Section 11 above.
b. the BUYER'S default in the payment of all or any amount billed by the SELLER for more than thirty (30) days or as provided in Section 8 above.
c. the insolvency, assignment for the benefit of creditors or the filing of a petition in bankruptcy by or against BUYER.
d. BUYERS default in the performance of any provision of this agreement where BUYER has been given notice and has not corrected the default within 10 business days.
e. A change in state or federal law (including regulations) that alters the terms of this agreement or that changes the rights or obligations of the parties.
f. as elsewhere set out in this agreement.
g. SELLER's City Council declares by a duly adopted resolution that the water being furnished under this Agreement is required by SELLER for its own use and the use of its inhabitants. The determination by the City Council of the SELLER shall be final and is not subject to appeal.

13. RULES AND REGULATIONS

If Buyer is required to construct improvements on Sellers side of the meter and meter box as required in paragraph 7, above or if buyer is required to extend a water main to a new meter location all improvements that will become property of Seller constructed by BUYER in the furtherance of this agreement shall conform to all applicable provisions of the Muskogee City Code, state statute and federal law.

14. TENANCIES

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

15. NO PROPERTY RIGHTS.

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

16. NO THIRD PARTY BENEFICIARIES

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

17. INDEMNITY

BUYER agrees to indemnify, defend and hold harmless the SELLER and any and all of its officers, employees and agents and representatives from any claims, obligations and liabilities resulting from the construction, maintenance, operation and existence of the taps, meter pits

and meters, valves, necessary water lines, and any other improvement deemed necessary by the parties to carry out this agreement to the extent permitted by the Oklahoma Governmental Tort Claims Act.

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

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

18. NOTICES

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

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

To the BUYER
Town Clerk
Town of Porter
P.O. Box 149
Porter, OK 74454

19. AMENDMENT

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

20. SURVIVAL

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

21. ENTIRE UNDERSTANDING

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

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of _____, 2026.

THE CITY OF MUSKOGEE, OKLAHOMA
A municipal corporation,

_____
RYAN LOWE, MAYOR

ATTEST:

_____
TAMMY L. TRACY, CITY CLERK

APPROVED as to form and legality for the City of Muskogee this ___ day of _____, 2026.

_____
KERI SPENCER, Interim City Attorney

TOWN OF PORTER, OKLAHOMA
PORTER PUBLIC WORKS AUTHORITY

_____
MAYOR

ATTEST

_____
TOWN CLERK

EXHIBIT A

Base Rate From July 1—July 24, 2026	$2.06 per 100 Cubic Feet (1 Unit)
New Base Rate Effective July 25, 2026, as per City of Muskogee Resolution #3091 which has been previously provided to you	$2.15 per 100 Cubic Feet (1 Unit)

WATER PURCHASE A G R E E M E N T

THIS AGREEMENT made and entered into this __ day of_____, 2026, by and between the City of Muskogee, Oklahoma, a municipal corporation, hereinafter called the "SELLER," and Muskogee Rural Water District #1hereinafter called "BUYER", for the sale of treated water to the BUYER from the SELLER'S water supply system. The terms and conditions of this agreement supersede and replace any all prior agreements between the parties. This Agreement is in accordance with the provisions of 11 O.S. 2001, Section 22-104 and the Charter of SELLER.

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

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

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

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

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

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

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

1. CONDITIONS OF SALE

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

2. MONTHLY SUPPLY/OVERAGE

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

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

Maximum/Month	
13,000,240	gallons
1,738,000	cubic feet
17,380	units

One Unit equals 100 cubic feet or 748 gallons

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

3. USAGE

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

4. TEMPORARY RESTRICTIONS

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

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

to remedy the cause of such shortage unless the failure is on BUYERR'S side of the master meter in which event the repairs to said line are the responsibility of the BUYER.

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

5. TERMS OF SALE

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

B. EXCESS USAGE RATE. BUYER will pay to SELLER two times the amount of the "BASE RATE" (2 x base rate) per one hundred cubic feet of water usage over the MAXIMUM/MONTH usage which is 7,999,668 gallons or converted to units 10,694 units. See the base rate set out in appendix A of the Muskogee City Code, as amended and more thoroughly explained in the attached "EXHIBIT A".

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

6. EASEMENTS AND RIGHT-OF-WAY

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

7. METERS AND METERING

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

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

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

8. PAYMENT

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

9. CUSTOMERS AND SERVICE TERRITORY

BUYER agrees that BUYER shall not permit any other person or entity to connect to or obtain any water from the water system covered under this Agreement except BUYER'S customer members, see paragraph 3 above for restrictions. BUYER agrees not to sell any treated water to any bulk water user, town, city, private water association or water district. Violation of this provision shall cause the SELLER to immediately terminate the sale of water to BUYER without notice, and SELLER shall prepare statement for water used, and payment shall be made in compliance with Section 8, above. BUYER'S service territory is that territory approved by the Muskogee County Commissioners, the existing territory of Muskogee County Rural Water District # 10 as Shown on Exhibit A, attached hereto.

BUYER agrees that it will not serve or assert any exclusive right to serve any customer or territory, other than new customers of BUYER within the territory described in the above paragraph. If the Buyer does not have the present ability to serve all water service needs of any new customer, including water requirements for fire protection and fire suppression and any reasonably anticipated future water service needs of its current water customers and territory Buyer shall negotiate the service of the new customer with the Seller which may include allowing the Seller to serve the new customer within the Buyer's territory. As used herein "present ability to serve" means that BUYER'S distribution system is in place and BUYER has sufficient water both by volume and pressure to provide the needs of the new customer which may include fire suppression requirements meeting the minimum standards of the Oklahoma Department of Environmental Quality.

BUYER agrees that it will not sell water, from whatever source obtained, to additional residential users, new or existing subdivisions, mobile home courts, other similar high-density developments, commercial or industrial users that are not located within BUYER'S approved service area as shown on exhibit A attached hereto and in existence at the time of executing this agreement.

BUYER agrees not to annex into its district territory any part of an area bounded by an area extending two (2) miles beyond the existing corporate limits of the SELLER except those areas currently within Buyers district territory .

10. ASSIGNMENT

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

11. TERM

The term of this agreement is for the period from the date of execution through midnight June 30, 2027. This agreement will automatically be extended for additional one (1) year terms under the same identical terms and conditions as are set out herein. Any additional one year term will commence on a July 1st and end on a June 30th of the next calendar year unless either party gives written notice to the other one hundred eighty days (180) prior to the contracts next expiration date that the agreement will not be renewed.

12. TERMINATION

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

a. giving of the notice as provided in Section 11 above.

b. the BUYER'S default in the payment of all or any amount billed by the SELLER for more than thirty (30) days or as provided in Section 8 above.
c. the insolvency, assignment for the benefit of creditors or the filing of a petition in bankruptcy by or against BUYER.
d. BUYERS default in the performance of any provision of this agreement where BUYER has been given notice and has not corrected the default within 10 business days.
e. A change in state or federal law (including regulations) that alters the terms of this agreement or that changes the rights or obligations of the parties.
f. as elsewhere set out in this agreement.
g. SELLER's City Council declares by a duly adopted resolution that the water being furnished under this Agreement is required by SELLER for its own use and the use of its inhabitants. The determination by the City Council of the SELLER shall be final and is not subject to appeal.

13. RULES AND REGULATIONS

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

14. TENANCIES

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

15. NO PROPERTY RIGHTS.

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

16. NO THIRD PARTY BENEFICIARIES

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

17. INDEMNITY

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

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

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

18. NOTICES

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

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

To the BUYER
Muskogee County Rural Water District #1
P.O. Box 156
Oktaha, OK 74450

19. AMENDMENT

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

20. SURVIVAL

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

21. ENTIRE UNDERSTANDING

The Agreement contains the full, entire and integrated agreement, promises and understanding between the parties with respect to the covenants, promises and terms

contained herein. No representations, warranties, provisions, covenants, agreements or understandings, whether written or oral and not contained herein or referred to shall be of any force and effect.

IIN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of _____, 2026.

THE CITY OF MUSKOGEE, OKLAHOMA
A municipal corporation,

_____
RYAN LOWE, MAYOR

ATTEST:

_____
TAMMY L. TRACY, CITY CLERK

APPROVED as to form and legality for the City of Muskogee this ___ day of _____, 2026.

_____
KERI SPENCER, City Attorney

Muskogee County Rural Water District #1

_____
CHAIRMAN

_____
SECRETARY

EXHIBIT A

Base Rate From July 1—July 24, 2026	$2.06 per 100 Cubic Feet (1 Unit)
New Base Rate Effective July 25, 2026, as per City of Muskogee Resolution #2977 which has been previously provided to you	$2.15 per 100 Cubic Feet (1 Unit)

WATER PURCHASE A G R E E M E N T

THIS AGREEMENT made and entered into this ___ day of_____, 2026, by and between the City of Muskogee, Oklahoma, a municipal corporation, hereinafter called the "SELLER," and Muskogee Rural Water District #2 hereinafter called "BUYER", for the sale of treated water to the BUYER from the SELLER'S water supply system. The terms and conditions of this agreement supersede and replace any all prior agreements between the parties. This Agreement is in accordance with the provisions of 11 O.S. § 22-104 and the Charter of SELLER.

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

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

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

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

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

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

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

1. CONDITIONS OF SALE

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

2. MONTHLY SUPPLY/OVERAGE

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

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

Maximum/Month	
4,999,632	gallons
668,400	cubic feet
6,684	unit's

One Unit equals 100 cubic feet or 748 gallons

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

3. USAGE

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

4. TEMPORARY RESTRICTIONS

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

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

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

5. TERMS OF SALE

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

B. EXCESS USAGE RATE. BUYER will pay to SELLER two times the amount of the "BASE RATE" (2 x base rate) per one hundred cubic feet (per unit) of water usage over the MAXIMUM/MONTH usage which is 4,999,632 gallons or converted to units 6,684 units. See the base rate set out in appendix A of the Muskogee City Code, as amended and more thoroughly explained in the attached "EXHIBIT A".

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

6. EASEMENTS AND RIGHT-OF-WAY

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

7. METERS AND METERING

Water delivered to the BUYER shall be metered in accordance with the provisions of the Muskogee City Code. BUYER shall install and maintain an approved preventive backflow device to eliminate any possibility of the BUYER'S system contaminating the

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

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

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

8. PAYMENT

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

9. CUSTOMERS AND SERVICE TERRITORY

BUYER agrees that BUYER shall not permit any other person or entity to connect to or obtain any water from the water system covered under this Agreement except BUYER'S customer members, see paragraph 3 above for restrictions. BUYER agrees not to sell any treated water to any bulk water user, town, city, private water association or water district. Violation of this provision shall cause the SELLER to immediately terminate the sale of water to BUYER without notice, and SELLER shall prepare statement for water used, and payment shall be made in compliance with Section 8, above. BUYER'S service territory is that territory approved by the Muskogee County Commissioners, the existing territory of Muskogee County Rural Water District # 2 as Shown on Exhibit A, attached hereto.

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

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

BUYER agrees that it will not sell water, from whatever source obtained, to additional residential users, new or existing subdivisions, mobile home courts, other similar high-density developments, commercial or industrial users that are not located within BUYER'S approved service area as shown on Exhibit A attached hereto and in existence at the time of executing this agreement.

BUYER agrees not to annex into its district territory any part of an area bounded by an area extending two (2) miles beyond the existing corporate limits of the SELLER.

10. ASSIGNMENT

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

11. TERM

The term of this agreement is for the period from the date of execution through midnight June 30, 2027. This agreement will automatically be extended for additional one (1) year term under the same identical terms and conditions as are set out herein. Any additional one year term will commence on a July 1st and end on a June 30th of the next calendar year unless either party gives written notice to the other one hundred eighty days (180) prior to the contracts next expiration date that the agreement will not be renewed.

12. TERMINATION

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

a. giving of the notice as provided in Section 11 above.
b. the BUYER'S default in the payment of all or any amount billed by the SELLER for more than thirty (30) days or as provided in Section 8 above.
c. the insolvency, assignment for the benefit of creditors or the filing of a petition in bankruptcy by or against BUYER.
d. BUYERS default in the performance of any provision of this agreement where BUYER has been given notice and has not corrected the default within 10 business days.

e. A change in state or federal law (including regulations) that alters the terms of this agreement or that changes the rights or obligations of the parties.
f. as elsewhere set out in this agreement.
g. SELLER's City Council declares by a duly adopted resolution that the water being furnished under this Agreement is required by SELLER for its own use and the use of its inhabitants. The determination by the City Council of the SELLER shall be final and is not subject to appeal.

13. RULES AND REGULATIONS

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

14. TENANCIES

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

15. NO PROPERTY RIGHTS.

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

16. NO THIRD PARTY BENEFICIARIES

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

17. INDEMNITY

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

BUYER agrees to indemnify, defend and hold harmless the SELLER and any and all of its officers, employees, agents and representatives from any claims, suits, lawsuits, damages

or injuries or any type brought by BUYER'S customers or members due to the inability of SELLER to supply water or water pressure.

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

18. NOTICES

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

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

To the BUYER
Manager
Muskogee County Rural Water District #2
2310 S. Woodland Rd.
Muskogee, OK 74403

19. AMENDMENT

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

20. SURVIVAL

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

21. ENTIRE UNDERSTANDING

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

IIN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of _____, 2026.

THE CITY OF MUSKOGEE, OKLAHOMA
A municipal corporation,

_____
RYAN LOWE, MAYOR

ATTEST:

_____
TAMMY L. TRACY, CITY CLERK

APPROVED as to form and legality for the City of Muskogee this ___ day of _____, 2026.

_____
KERI SPENCER, interim City Attorney

Muskogee County Rural Water District #2

_____
CHAIRMAN

_____
SECRETARY

EXHIBIT A

Base Rate From July 1—July 24, 2026	$2.06 per 100 Cubic Feet (1 Unit)
New Base Rate Effective July 25, 2026, as per City of Muskogee Resolution #3091 which has been previously provided to you	$2.15 per 100 Cubic Feet (1 Unit)

WATER PURCHASE A G R E E M E N T

THIS AGREEMENT made and entered into this _____ day of _____, 2026, by and between the City of Muskogee, Oklahoma, a municipal corporation, hereinafter called the "SELLER," and Muskogee Rural Water District #5 hereinafter called "BUYER", for the sale of treated water to the BUYER from the SELLER'S water supply system. The terms and conditions of this agreement supersede and replace any all prior agreements between the parties. This Agreement is in accordance with the provisions of 11 O.S. § 22-104 and the Charter of SELLER.

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

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

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

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

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

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

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

1. CONDITIONS OF SALE

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

2. MONTHLY SUPPLY/OVERAGE

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

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

Maximum/Month	
16,812,048	gallons
2,476,000	cubic feet
22,476	unit's

One Unit equals 100 cubic feet or 748 gallons

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

3. USAGE

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

4. TEMPORARY RESTRICTIONS

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

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

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

5. TERMS OF SALE

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

B. EXCESS USAGE RATE. BUYER will pay to SELLER two times the amount of the "BASE RATE" (2 x base rate) per one hundred cubic feet (per unit) of water usage over the MAXIMUM/MONTH usage which is 16,336,220 gallons or converted to units 21840 units. See the base rate set out in appendix A of the Muskogee City Code, as amended and more thoroughly explained in the attached "EXHIBIT A".

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

6. EASEMENTS AND RIGHT-OF-WAY

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

7. METERS AND METERING

Water delivered to the BUYER shall be metered in accordance with the provisions of the Muskogee City Code. BUYER shall install and maintain an approved preventive backflow device to eliminate any possibility of the BUYER'S system contaminating the

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

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

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

8. PAYMENT

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

9. CUSTOMERS AND SERVICE TERRITORY

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

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

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

BUYER agrees that it will not sell water, from whatever source obtained, to additional residential users, new or existing subdivisions, mobile home courts, other similar high-density developments, commercial or industrial users that are not located within BUYER'S approved service area as shown on Exhibit A attached hereto and in existence at the time of executing this agreement.

10. ASSIGNMENT

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

11. TERM

The term of this agreement is for the period from the date of execution through midnight June 30, 2027. This agreement will automatically be extended for additional one (1) year terms under the same identical terms and conditions as are set out herein. Any additional one year term will commence on a July 1st and end on a June 30th of the next calendar year unless either party gives written notice to the other one hundred eighty days (180) prior to the contracts next expiration date that the agreement will not be renewed.

12. TERMINATION

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

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

f. as elsewhere set out in this agreement.

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

13. RULES AND REGULATIONS

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

14. TENANCIES

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

15. NO PROPERTY RIGHTS.

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

16. NO THIRD PARTY BENEFICIARIES

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

17. INDEMNITY

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

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

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

18. NOTICES

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

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

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

19. AMENDMENT

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

20. SURVIVAL

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

21. ENTIRE UNDERSTANDING

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

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____, 2026.

THE CITY OF MUSKOGEE, OKLAHOMA
A municipal corporation,

_____
RYAN LOWE, MAYOR

ATTEST:

_____
TAMMY L. TRACY, CITY CLERK

APPROVED as to form and legality for the City of Muskogee this __ day of _____, 2026.

_____
KERI SPENCER, INTERIM CITY ATTORNEY

Muskogee County Rural Water District #5

_____
CHAIRMAN

_____
SECRETARY

EXHIBIT A

Base Rate From July 1—July 24, 2026	$2.06 per 100 Cubic Feet (1 Unit)
New Base Rate Effective July 25, 2026, as per City of Muskogee Resolution #3091 which has been previously provided to you	$2.15 per 100 Cubic Feet (1 Unit)

WATER PURCHASE A G R E E M E N T

THIS AGREEMENT made and entered into this ___ day of_____, 2026, by and between the City of Muskogee, Oklahoma, a municipal corporation, hereinafter called the "SELLER," and Muskogee Rural Water District #6 hereinafter called "BUYER", for the sale of treated water to the BUYER from the SELLER'S water supply system. The terms and conditions of this agreement supersede and replace any all prior agreements between the parties. This Agreement is in accordance with the provisions of 11 O.S. 2001, Section 22-104 and the Charter of SELLER.

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

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

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

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

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

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

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

1. CONDITIONS OF SALE

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

2. MONTHLY SUPPLY/OVERAGE

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

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

Maximum/Month	
13,470,000	gallons
1,800,667	cubic feet
18,012.8	units

One Unit equals 100 cubic feet or 748 gallons

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

3. USAGE

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

4. TEMPORARY RESTRICTIONS

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

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

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

5. TERMS OF SALE

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

B. EXCESS USAGE RATE. BUYER will pay to SELLER two times the amount of the "BASE RATE" (2 x base rate) per one hundred cubic feet of water usage over the MAXIMUM/MONTH usage which is 13,470,000 gallons or converted to units 18,012.8 units. See the base rate set out in appendix A of the Muskogee City Code, as amended and more thoroughly explained in the attached "EXHIBIT A".

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

6. EASEMENTS AND RIGHT-OF-WAY

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

7. METERS AND METERING

Water delivered to the BUYER shall be metered in accordance with the provisions of the Muskogee City Code. BUYER shall install and maintain an approved preventive backflow device to eliminate any possibility of the BUYER'S system contaminating the

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

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

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

8. PAYMENT

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

9. CUSTOMERS AND SERVICE TERRITORY

BUYER agrees that BUYER shall not permit any other person or entity to connect to or obtain any water from the water system covered under this Agreement except BUYER'S customer members, see paragraph 3 above for restrictions. BUYER agrees not to sell any treated water to any bulk water user, town, city, private water association or water district. Violation of this provision shall cause the SELLER to immediately terminate the sale of water to BUYER without notice, and SELLER shall prepare statement for water used, and payment shall be made in compliance with Section 8, above. BUYER'S service territory is that territory approved by the Muskogee County Commissioners, the existing territory of Muskogee County Rural Water District # 6 as Shown on Exhibit A, attached hereto.

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

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

BUYER agrees that it will not sell water, from whatever source obtained, to additional residential users, new or existing subdivisions, mobile home courts, other similar high-density developments, commercial or industrial users that are not located within BUYER'S approved service area as shown on exhibit A attached hereto and in existence at the time of executing this agreement.

BUYER agrees not to annex into its district territory any part of an area bounded by an area extending two (2) miles beyond the existing corporate limits of the SELLER except those areas currently within Buyers district territory .

10. ASSIGNMENT

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

11. TERM

The term of this agreement is for the period from the date of execution through midnight June 30, 2027. This agreement will automatically be extended for additional one (1) year terms under the same identical terms and conditions as are set out herein. Any additional one year term will commence on a July 1st and end on a June 30th of the next calendar year unless either party gives written notice to the other one hundred eighty days (180) prior to the contracts next expiration date that the agreement will not be renewed.

12. TERMINATION

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

a. giving of the notice as provided in Section 11 above.
b. the BUYER'S default in the payment of all or any amount billed by the SELLER for more than thirty (30) days or as provided in Section 8 above.
c. the insolvency, assignment for the benefit of creditors or the filing of a petition in bankruptcy by or against BUYER.
d. BUYERS default in the performance of any provision of this agreement where BUYER has been given notice and has not corrected the default within 10 business days.

e. A change in state or federal law (including regulations) that alters the terms of this agreement or that changes the rights or obligations of the parties.
f. as elsewhere set out in this agreement.
g. SELLER's City Council declares by a duly adopted resolution that the water being furnished under this Agreement is required by SELLER for its own use and the use of its inhabitants. The determination by the City Council of the SELLER shall be final and is not subject to appeal.

13. RULES AND REGULATIONS

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

14. TENANCIES

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

15. NO PROPERTY RIGHTS.

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

16. NO THIRD PARTY BENEFICIARIES

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

17. INDEMNITY

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

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

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

18. NOTICES

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

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

To the BUYER
#6 Wainwright
Muskogee Country Rural Water District #6
P.O. Box 135
Wainwright, OK 74468

19. AMENDMENT

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

20. SURVIVAL

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

21. ENTIRE UNDERSTANDING

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

IIN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of _____, 2026.

THE CITY OF MUSKOGEE, OKLAHOMA
A municipal corporation,

_____
RYAN LOWE, MAYOR

ATTEST:

_____
TAMMY L. TRACY, CITY CLERK

APPROVED as to form and legality for the City of Muskogee this ___ day of _____, 2026.

_____
KERI SPENCER, Interim City Attorney

Muskogee County Rural Water District #6

_____
CHAIRMAN

_____
SECRETARY

EXHIBIT A

Base Rate From July 1—July 24, 2026	$2.06 per 100 Cubic Feet (1 Unit)
New Base Rate Effective July 25, 2026, as per City of Muskogee Resolution #3091 which has been previously provided to you	$2.15 per 100 Cubic Feet (1 Unit)

WATER PURCHASE A G R E E M E N T

THIS AGREEMENT made and entered into this ___ day of_____, 2026, by and between the City of Muskogee, Oklahoma, a municipal corporation, hereinafter called the "SELLER," and Muskogee Rural Water District #9 hereinafter called "BUYER", for the sale of treated water to the BUYER from the SELLER'S water supply system. The terms and conditions of this agreement supersede and replace any all prior agreements between the parties. This Agreement is in accordance with the provisions of 11 O.S. 2001, Section 22-104 and the Charter of SELLER.

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

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

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

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

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

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

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

1. CONDITIONS OF SALE

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

2. MONTHLY SUPPLY/OVERAGE

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

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

Maximum/Month	
2,393,600	gallons
320,000	cubic feet
3,200	units

One Unit equals 100 cubic feet or 748 gallons

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

3. USAGE

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

4. TEMPORARY RESTRICTIONS

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

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

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

5. TERMS OF SALE

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

B. EXCESS USAGE RATE. BUYER will pay to SELLER two times the amount of the "BASE RATE" (2 x base rate) per one hundred cubic feet of water usage over the MAXIMUM/MONTH usage which is 2,393,600 gallons or converted to units 3,200 units. See the base rate set out in appendix A of the Muskogee City Code, as amended and more thoroughly explained in the attached "EXHIBIT A".

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

6. EASEMENTS AND RIGHT-OF-WAY

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

7. METERS AND METERING

Water delivered to the BUYER shall be metered in accordance with the provisions of the Muskogee City Code. BUYER shall install and maintain an approved preventive backflow device to eliminate any possibility of the BUYER'S system contaminating the

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

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

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

8. PAYMENT

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

9. CUSTOMERS AND SERVICE TERRITORY

BUYER agrees that BUYER shall not permit any other person or entity to connect to or obtain any water from the water system covered under this Agreement except BUYER'S customer members, see paragraph 3 above for restrictions. BUYER agrees not to sell any treated water to any bulk water user, town, city, private water association or water district. Violation of this provision shall cause the SELLER to immediately terminate the sale of water to BUYER without notice, and SELLER shall prepare statement for water used, and payment shall be made in compliance with Section 8, above. BUYER'S service territory is that territory approved by the Muskogee County Commissioners, the existing territory of Muskogee County Rural Water District # 9 as Shown on Exhibit A, attached hereto.

BUYER agrees that it will not serve or assert any exclusive right to serve any customer or territory, other than new customers of BUYER within the territory described

in the above paragraph. If the Buyer does not have the present ability to serve all water service needs of any new customer, including water requirements for fire protection and fire suppression and any reasonably anticipated future water service needs of its current water customers and territory Buyer shall negotiate the service of the new customer with the Seller which may include allowing the Seller to serve the new customer within the Buyer's territory. As used herein "present ability to serve" means that BUYER'S distribution system is in place and BUYER has sufficient water both by volume and pressure to provide the needs of the new customer which may include fire suppression requirements meeting the minimum standards of the Oklahoma Department of Environmental Quality.

BUYER agrees that it will not sell water, from whatever source obtained, to additional residential users, new or existing subdivisions, mobile home courts, other similar high-density developments, commercial or industrial users that are not located within BUYER'S approved service area as shown on exhibit A attached hereto and in existence at the time of executing this agreement.

BUYER agrees not to annex into its district territory any part of an area bounded by an area extending two (2) miles beyond the existing corporate limits of the SELLER except those areas currently within Buyers district territory .

10. ASSIGNMENT

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

11. TERM

The term of this agreement is for the period from the date of execution through midnight June 30, 2027. This agreement will automatically be extended for additional one (1) year terms under the same identical terms and conditions as are set out herein. Any additional one year term will commence on a July 1st and end on a June 30th of the next calendar year unless either party gives written notice to the other one hundred eighty days (180) prior to the contracts next expiration date that the agreement will not be renewed.

12. TERMINATION

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

a. giving of the notice as provided in Section 11 above.
b. the BUYER'S default in the payment of all or any amount billed by the SELLER for more than thirty (30) days or as provided in Section 8 above.

c. the insolvency, assignment for the benefit of creditors or the filing of a petition in bankruptcy by or against BUYER.
d. BUYERS default in the performance of any provision of this agreement where BUYER has been given notice and has not corrected the default within 10 business days.
e. A change in state or federal law (including regulations) that alters the terms of this agreement or that changes the rights or obligations of the parties.
f. as elsewhere set out in this agreement.
g. SELLER's City Council declares by a duly adopted resolution that the water being furnished under this Agreement is required by SELLER for its own use and the use of its inhabitants. The determination by the City Council of the SELLER shall be final and is not subject to appeal.

13. RULES AND REGULATIONS

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

14. TENANCIES

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

15. NO PROPERTY RIGHTS.

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

16. NO THIRD PARTY BENEFICIARIES

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

17. INDEMNITY

BUYER agrees to indemnify, defend and hold harmless the SELLER and any and all of its officers, employees and agents and representatives from any claims, obligations and liabilities resulting from the construction, maintenance, operation and existence of the taps,

meter pits and meters, valves, necessary water lines, and any other improvement deemed necessary by the parties to carry out this agreement.

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

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

18. NOTICES

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

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

To the BUYER
Muskogee County Rural Water District #9
1221 W. Harris Road
Muskogee, OK 74401

19. AMENDMENT

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

20. SURVIVAL

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

21. ENTIRE UNDERSTANDING

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

IIN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of _____, 2026.

THE CITY OF MUSKOGEE, OKLAHOMA
A municipal corporation,

_____
RYAN LOWE, MAYOR

ATTEST:

_____
TAMMY L. TRACY, CITY CLERK

APPROVED as to form and legality for the City of Muskogee this __ day of _____, 2026.

_____
KERI SPENCER, Interim City Attorney

Muskogee County Rural Water District #9

_____
CHAIRMAN

_____
SECRETARY

EXHIBIT A

Base Rate From July 1—July 24, 2026	$2.06 per 100 Cubic Feet (1 Unit)
New Base Rate Effective July 25, 2026, as per City of Muskogee Resolution #3091 which has been previously provided to you	$2.15 per 100 Cubic Feet (1 Unit)

WATER PURCHASE A G R E E M E N T

THIS AGREEMENT made and entered into this __ day of____, 2026, by and between the City of Muskogee, Oklahoma, a municipal corporation, hereinafter called the "SELLER," and the Town of Taft and/or the Taft Public Works Authority hereinafter called "BUYER", for the sale of treated water to the BUYER from the SELLER'S water supply system. The terms and conditions of this agreement supersede and replace any all prior agreements between the parties. This Agreement is in accordance with the provisions of 11 O.S. 2001, Section 22-104 and the Charter of SELLER.

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

WHEREAS, the BUYER is currently purchasing buy treated water from the SELLER for resale to its current and future customers; and

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

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

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

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

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

1. CONDITIONS OF SALE

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

2. MONTHLY SUPPLY/OVERAGE

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

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

Maximum/Month

2,000,152	gallons
267,400	cubic feet
2,674	units

One unit is the equivalent of 748 gallons or 100 cubic feet. Any amount used in excess of the amount shown in the column Maximum/Month in "units" will be considered as usage in excess of the BUYER'S allocation and will be billed at the established rate for excess usage set out in Section 5 of this agreement.

3. USAGE

The water purchased by the BUYER will be used exclusively by its municipal customers located within the service area of the Town of Taft, Oklahoma and/or the Taft Public Works Authority.

4. TEMPORARY RESTRICTIONS

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

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

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

5. TERMS OF SALE

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

B. EXCESS USAGE RATE. BUYER will pay to SELLER two times the amount of the "BASE RATE" (2 x base rate) per one hundred cubic feet of water usage over the MAXIMUM/MONTH usage which is 2,000,152 gallons or converted to units 2,674 units. See the base rate set out in

appendix A of the Muskogee City Code, as amended and more thoroughly explained in the attached “EXHIBIT A”.

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

6. EASEMENTS AND RIGHT-OF-WAY

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

7. METERS AND METERING

Water delivered to the BUYER shall be metered in accordance with the provisions of the Muskogee City Code. If a new or additional meter is required BUYER shall install and maintain an approved preventive backflow device to eliminate any possibility of the BUYER’S system contaminating the SELLER’S water supply system. The tap, meter box, and backflow device shall be installed, at the BUYER’S expense, by a qualified plumber, licensed in the State of Oklahoma, in accordance with the Muskogee City Code and inspected by the SELLER. The BUYER shall pay applicable charges for the water meter to the SELLER in accordance with the Muskogee City Code and said meter will be installed by the SELLER. The meter(s) shall be the property of the SELLER.

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

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

8. PAYMENT

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

9. CUSTOMERS AND SERVICE TERRITORY

BUYER agrees that BUYER shall not permit any other person or entity to connect to or obtain any water from the water system covered under this Agreement except BUYER'S customers, see paragraph 3 above for restrictions. BUYER agrees not to sell any treated water to any wholesale water user, town, city, private water association or water district. Violation of this provision shall cause the SELLER to immediately terminate the sale of water to BUYER without notice, and SELLER shall prepare statement for water used, and payment shall be made in compliance with Section 8, above.

BUYER agrees that it will not serve or assert any exclusive right to serve any customer or territory, other than new customers of BUYER within the territory described in paragraph 3. If the Buyer does not have the present ability to serve all water service needs of any new customer, including water requirements for fire protection and fire suppression and any reasonably anticipated future water service needs of its current water customers and territory Buyer shall negotiate the service of the new customer with the Seller which may include allowing the Seller to serve the new customer within the Buyer's territory. As used herein "present ability to serve" means that BUYER'S distribution system is in place and BUYER has sufficient water both by volume and pressure to provide the needs of the new customer which may include fire suppression requirements meeting the minimum standards of the Oklahoma Department of Environmental Quality.

10. ASSIGNMENT

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

11. TERM

The term of this agreement is for the period from the date of execution through midnight June 30, 2027. This agreement will automatically be extended for additional one (1) year terms under the same identical terms and conditions as are set out herein. Any additional one year term will commence on a July 1st and end on a June 30th of the next calendar year unless either party gives written notice to the other one hundred eighty days (180) prior to the contracts next expiration date that the agreement will not be renewed.

12. TERMINATION

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

a. giving of the notice as provided in Section 11 above.
b. the BUYER'S default in the payment of all or any amount billed by the SELLER for more than thirty (30) days or as provided in Section 8 above.
c. the insolvency, assignment for the benefit of creditors or the filing of a petition in bankruptcy by or against BUYER.
d. BUYERS default in the performance of any provision of this agreement where BUYER has been given notice and has not corrected the default within 10 business days.
e. A change in state or federal law (including regulations) that alters the terms of this agreement or that changes the rights or obligations of the parties.
f. as elsewhere set out in this agreement.
g. SELLER's City Council declares by a duly adopted resolution that the water being furnished under this Agreement is required by SELLER for its own use and the use of its inhabitants. The determination by the City Council of the SELLER shall be final and is not subject to appeal.

13. RULES AND REGULATIONS

If Buyer is required to construct improvements on Sellers side of the meter and meter box as required in paragraph 7, above or if buyer is required to extend a water main to a new meter location all improvements that will become property of Seller constructed by BUYER in the furtherance of this agreement shall conform to all applicable provisions of the Muskogee City Code, state statute and federal law.

14. TENANCIES

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

15. NO PROPERTY RIGHTS.

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

16. NO THIRD PARTY BENEFICIARIES

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

17. INDEMNITY

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

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

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

18. NOTICES

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

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

To the BUYER
Town Clerk
Town of Taft
P.O. Box 313
Taft, OK 74463

19. AMENDMENT

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

20. SURVIVAL

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

21. ENTIRE UNDERSTANDING

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

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of _____, 2026.

THE CITY OF MUSKOGEE, OKLAHOMA
A municipal corporation,

_____
RYAN LOWE, MAYOR

ATTEST:

(SEAL)

_____
TAMMY L. TRACY, CITY CLERK

APPROVED as to form and legality for the City of Muskogee this __ day of _____, 2026.

_____
KERI SPENCER, Interim City Attorney

TOWN OF TAFT, OKLAHOMA
TAFT PUBLIC WORKS AUTHORITY

_____
MAYOR

ATTEST

_____
TOWN CLERK

EXHIBIT A

Base Rate From July 1—July 24, 2026	$2.06 per 100 Cubic Feet (1 Unit)
New Base Rate Effective July 25, 2026, as per City of Muskogee Resolution #3091 which has been previously provided to you	$2.15 per 100 Cubic Feet (1 Unit)