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

**(Public Comment during Public Hearing or Agenda item comment)**

Council Rules of Decorum limit citizen comments on agenda items and public hearings to five (5) minutes and general comments for non-agenda items to three (3) minutes. Any person desiring to address the Committee during such period is required to sign in with the City Clerk prior to the meeting between 5:00 p.m. and 5:15 p.m. on the third floor of City Hall or anytime between 8:00 a.m. and 5:00 p.m. in the Office of the City Clerk. They shall provide their name and 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
# PUBLIC WORKS COMMITTEE
# APRIL 13, 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 Public Works Committee Minutes of March 9, 2026, or take other necessary action.

2. Hold a Public Hearing and consider approval of Resolution No. 3077, amending the Future Land Use Map for the property located at 617 Elgin Street, or take other necessary action. (Sarah Winkle)

3. Hold a Public Hearing and consider approval of Ordinance No. 4294-A, a request to rezone the property located at 617 Elgin Street, rezoning the property from I-1, Light Industrial, and R-5, Mobile Home, to C-1, Local Commercial, and if approved, authorize Staff to update the Official Zoning Map of the City, or take other necessary action. (Sarah Winkle)

4. Hold a Public Hearing and consider approval of Resolution No. 3076, amending the Future Land Use Map, for the property located at 510 South 7th Street, or take other necessary action. (Sarah Winkle)

5. Hold a Public Hearing and consider approval of Ordinance No. 4293-A, a request to rezone the property located at 510 South 7th Street, rezoning the property from R-1, Single Family Residential, to C-1, Local Commercial, and if approved, authorize Staff to update the Official Zoning Map of the City, or take other necessary action. (Sarah Winkle)

6. Hold a Public Hearing and consider approval of Resolution No. 3078, amending the Future Land Use Map, for the property located at 627 Elgin Street, or take other necessary action. (Sarah Winkle)

7. Hold a Public Hearing and consider approval of Ordinance No. 4296-A, a request to rezone the property located at 627 Elgin Street, rezoning the property from R-4, Multi-Family, and I-1, Light Industrial, to C-1, Local Commercial, and if approved, authorize Staff to update the Official Zoning Map of the City, or take other necessary action. (Sarah Winkle)

8. Hold a Public Hearing and consider approval of Resolution No. 3079, a land use amendment for the property located at Southeast Elgin and 7th Streets, rezoning the property from R-4, Multi-Family Residential, to C-1, Local Commercial, and if approved, authorize Staff to update the Official Zoning Map of the City, or take other necessary action. (Sarah Winkle)

9. Hold a Public Hearing and consider approval of Ordinance No. 4295-A, a request to rezone the property located at Southeast Elgin and 7th Streets, from R-4, Multi-Family Residential, to C-1, Local Commercial, and if approved, authorize Staff to update the Official Zoning Map of the City, or take other necessary action. (Sarah Winkle)

10. Consider approval of a Final Plat for the Muskogee Port South First Addition, consisting of 9.71 acres more or less, or take other necessary action. (Sarah Winkle)

11. Consider approval of the Plat for Tract A, a re-plat of part of the East Muskogee Addition, located in an area adjacent to Port Place Road and north of Harold Scroggins Road, aka Harris Road, consisting of 49.70 acres more or less, or take other necessary action. (Sarah Winkle)

12. Hold a Public Hearing and consider approval of Ordinance No. 4302-A, a request to rezone the property located in SE Section 08, Township 15, Range 19 E, and SW Section 09, Township 15, Range 19E, of the Indian Base and Meridian, rezoning the property from R-1, Single-Family Residential, to P-Port, Industrial, and if approved, authorize Staff to update the Official Zoning Map of the City, or take other necessary action. (Sarah Winkle)

13. Hold a Public Hearing and consider approval of Ordinance No. 4297-A, a request for street closure for the property located at River Drive between North 43rd Street East and North 46th Street East and, if approved, authorize Staff to update the Official Zoning Map of the City, or take other necessary action. (Sarah Winkle)

14. Consider approval of Ordinance No. 4298-A, a request for an alley closure located behind 2410 and 2412 Arline Avenue, and running from Arline Avenue to Elgin Street, and if approved, authorize Staff to update the Official Zoning Map of the City, or take other necessary action. (Sarah Winkle)

15. Consider approval of Ordinance No. 4299-A, an ordinance of the City of Muskogee amending the Muskogee City Code of Ordinances by amending Chapter 22, Business Regulations; Article XIII, Wrecker and Towing Service; Section 22-586, Procedure For Determining Wrecker Service To Be Called; amending Paragraph 22-586(a); adding Paragraph 22-586(b), Establishing Time Requirements for Responding To Scene; adding Paragraph 22-586(c), Keeping Rotation Spot When Performing Non-reimbursable Pick-ups; and adding Paragraph 22-586(d), Requiring State Certified Wreckers To Be Called to Hazardous Material Spills; adding Repealer, Severability, and Setting an Effective Date, or take other necessary action. (Katrina Bodenhamer)

16. Consider approval of Ordinance No. 4300-A, an ordinance of the City of Muskogee amending the Muskogee Code of Ordinances by amending Chapter 22, Business Regulations; Article XIII, Wrecker and Towing Service; Section 22-585, Dispatching Wrecker to Scene of Accident Prohibited Without Being Called; adding Repealer, Severability, and Setting an Effective Date, or take other necessary action. (Katrina Bodenhamer)

17. Consider approval of Ordinance No. 4301-A, an ordinance of the City of Muskogee amending the Muskogee Code of Ordinances by amending Chapter 22, Business Regulations; Article XIII, Wrecker and Towing Service; Section 22-583, Application for Wrecker Permit; Inspection; adding Repealer, Severability, and Setting an Effective Date, or take other necessary action. (Katrina Bodenhamer)

18. Consider approval of Ordinance No. 4304-A, an ordinance of the City of Muskogee amending the Muskogee Code of Ordinances by amending Chapter 22, Business Regulations; Article XIII, Wrecker and Towing Service; Section 22-582, Definitions, or take other necessary action. (Katrina Bodenhamer)

19. Consider approval of Resolution No. 3082, amending Appendix A of the Muskogee City Code, amending Section 22-583, Wrecker and Towing Service, or take other necessary action. (Katrina Bodenhamer)

20. Discuss declaring the former Teen Center property located at 322 Callahan Street, as described further herein, as surplus to the needs of the City, authorizing and appointing a committee to finalize, review, score, and recommend transfer of said property through a Request for Proposal process, or take other necessary action. (Kendal Francis)

21. Consider approval to authorize the City Manager to negotiate and execute an agreement with Clean Earth, in the budgeted amount of $35,000.00 per event, for conducting the Household Hazardous Waste Pollutant Collection, Transportation, and Disposal Event for the City of Muskogee, or take other necessary action. (Mike Stewart)

22. Consider approval authorizing the City Manager to negotiate and execute a grant for a fifteen (15) foot utility easement located at Saint Francis Muskogee location, or take other necessary action. (Mike Stewart)

23. Consider approval to increase the TLS Group, Inc., Maintenance Agreement in an amount not-to-exceed $500,000.00, to facilitate essential upgrades to the signal lights throughout the City, or take other necessary action. (Mike Stewart)

24. Consider approval to authorize traffic signal improvements per a maintenance agreement between TLS, Group, Inc., and the City of Muskogee, in an amount not-to-exceed $360,000.00, or take other necessary action. (Mike Stewart)

25. Consider approval to authorize the City Manager to negotiate and execute an agreement with the Oklahoma Department of Transportation for Street Lighting (Illumenation), in regard to the Highway 69 Widening Project, Project No. NHPP-013(237)FP, Job Piece No. 27108(04), or take other necessary action. (Mike Stewart)

26. Consider approval to authorize the City Manager to negotiate and execute an agreement with the Oklahoma Department of Transportation for traffic signal maintenance in regard to the Highway 69 Widening Project, Project No. NHPP-013N(237)FP, Job Piece No. 27108(04), or take other necessary action. (Mike Stewart)

27. Consider approval to authorize the City Manager to negotiate and execute an agreement with the Oklahoma Department of Transportation for additional roadway alteration planning in regard to the Highway 69 Widening Project, Job Piece No. 27108(04), or take other necessary action. (Mike Stewart)

28. Consider approval to authorize the City Manager to negotiate and execute an agreement with the Oklahoma Department of Transportation for payment of the utility relocation costs for the Highway 69 Widening Project, Project No. NHPP-013N(237)FP, Job Piece No. 27108(04), or take other necessary action. (Mike Stewart)

29. Consider approval for the City Manager to negotiate and execute an agreement between the Federal Highway Administration and the City of Muskogee for the *Safe Streets For All Grant (SS4A)* in the amount of $304,500.00 in grant funding, with a City match of $76,000.00, or take other necessary action. (Mike Stewart)

30. Consider approval to accept an Out-of-Cycle Grant from the Muskogee Foundation for a water system evaluation and engineering report for water system improvements, in the amount of $1,200,000.00, or take other necessary action. (Mike Stewart)

31. Consider approval for the City Manager to negotiate and execute a contract with Cowan Group Engineering, in the amount $1,186,213.00, for a water system evaluation and engineering report, or take other necessary action. (Mike Stewart)

32. Consider approval to authorize the City Manager to negotiate and execute an agreement between the City of Muskogee and the Oklahoma Development Finance Authority relating to the P3 Program, for extension of a waterline to provide an interconnect for the Industrial Park Area, near the Hancock Street and US-165 Intersection, including Georgia Pacific, which is the third partner in the program, with ODFA funding $400,000.00, and Georgia Pacific funding $300,000.00, or take other necessary action. (Mike Stewart)

33. Consider approval of the appointment of Russell Sain to the Board of Adjustment, to serve a three (3) year term, beginning April 1, 2026, and ending on March 31, 2029, filling the expired term of Toni Cotton, or take other necessary action. (Councilor Tom Martindale)

RECOGNIZE CITIZENS WISHING TO SPEAK TO CHAIRMAN AND COMMITTEE MEMBERS.

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

**Public Works Committee** **1.**

Meeting Date: 04/13/2026
Initiator: Jennifer Sharp, Admin II
Department: City Clerk
Staff Information Source:

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Information

AGENDA ITEM TITLE:

Consider approval of Public Works Committee Minutes of March 9, 2026, or take other necessary action.

BACKGROUND:

RECOMMENDED ACTION:

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Fiscal Impact

Attachments

03092026 pwmin

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# MINUTES

## OF THE PUBLIC WORKS COMMITTEE
## OF THE CITY OF MUSKOGEE, OKLAHOMA
## MET IN REGULAR SESSION
## IN COUNCIL CHAMBERS OF CITY HALL
## MARCH 9, 2026

The Public Works Committee of the City of Muskogee, Oklahoma, met in Regular Sessions at 5:30 p.m., March 9, 2026, in Council Chambers, Municipal Building, 229 W. Okmulgee Ave., Muskogee, Oklahoma.

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|---|---|
| Present: | Patrick Cale, Mayor; Derrick Reed, Vice Mayor; Jaime Stout, Committee Member; Shirley Hilton-Flanary, Committee Member; Melody Cranford, Committee Member; Dan Hall, Vice Chair; Mike Brawley, Committee Member |
| Absent: | Tracy Hoos, Chair; Tom Martindale, Committee Member |
| Staff Present: | Kendal Francis, City Manager; Katrina Bodenhamer, City Attorney; Tammy L. Tracy, City Clerk; Tera Shows, Assistant City Manager; Johnny Teehee, Police Chief; Avery Rigney, Assistant Public Works Director; Sarah Winkle, Director of Planning; Keri Spencer, Deputy City Attorney; Jeff Reeves, Project Manager; Brent Roberts, Deputy Planning Director; Schuyler Carter, Associate Planner; Maxine Slusser, Office Administrator |

1. Consider approval of Public Works Committee Minutes of February 9, 2026, or take other necessary action.

Motion was made by Committee Member Mike Brawley, seconded by Committee Member Melody Cranford to approve of Public Works Committee Minutes of February 9, 2026.

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

Carried - Unanimously

2. Discuss and consider approval of Amended Ordinance No. 4159-A, by amending the City of Muskogee Code of Ordinances by amending Chapter 3, City Council Ethics, Article II, Ethics; Section 3-8, General Policy; Section 3-9, Conflict Of Interest; Section 3-10, Use And Disclosure Of Information Prohibited; Section 3-11, Use of Cellular Phones And Recording Devices Prohibited by Council Members During Meetings; Section 3-12, Positive Work Place Environment; Section 3-13, Ethics Advisory Committee: Creation And Structure; Section 3-14, Participation In Ethics Investigations; Section 3-15, Violation; Adding Repealer, Severability, Codification, And Setting An Effective Date, or take other necessary action. (Councilor Dan Hall)

Vice Chair Dan Hall stated he brought this item before Committee for discussion. He explained that City Council recently amended this Ordinance to allow cell phones in Executive Session. However, he feels the cell phones are unnecessary and a distraction during Executive Session. He explained he would like Council to consider reinstating the prohibition of cell phones in Executive Session moving forward.

City Attorney Katrina Bodenhamer stated there will need to be exceptions to allow Staff to use cell phones for research during Executive Session, and allow medical staff to have access to cell phones for medical emergencies.

Discusssion followed.

Motion was made by Committee Member Jaime Stout, seconded by Vice Mayor Derrick Reed to approve Amended Ordinance No. 4159-A, by amending the City of Muskogee Code of Ordinances by amending Chapter 3, City Council Ethics, Article II, Ethics; Section 3-8, General Policy; Section 3-9, Conflict Of Interest; Section 3-10, Use And Disclosure Of Information Prohibited; Section 3-11, Use of Cellular Phones And Recording Devices Prohibited by Council Members During Meetings; Section 3-12, Positive Work Place Environment; Section 3-13, Ethics Advisory Committee: Creation And Structure; Section 3-14, Participation In Ethics Investigations; Section 3-15, Violation; Adding Repealer, Severability, Codification, And Setting An Effective Date.

AYE: Mayor Patrick Cale, Vice Mayor Derrick Reed, Committee Member Jaime Stout, Committee Member Shirley Hilton-Flanary, Vice Chair Dan Hall

NAY: Committee Member Melody Cranford, Committee Member Mike Brawley

Carried

3. Consider approval of Ordinance No. 4278-A, an Ordinance amending the City of Muskogee Code of Ordinances by amending Chapter 46, Health and Sanitation; Article II, Food Sanitation; Division 2, Permits; Section 46-46, Required; Adding Repealer, Severability, and Declaring an Emergency. (Katrina Bodenhamer)

Deputy City Attorney Keri Spencer stated this ordinance is a result of the Food Truck Freedom Act that passed on November 1, 2025. This act no longer allows municipalities to charge a fee for food truck vendors and places permitting at the State level. Ms. Spencer stated the fees have not been charged since the act was passed, and this must be declared an emergency to ensure our compliance.

City Attorney Katrina Bodenhamer stated the ordinance attached in the agenda packet is

incorrect; the correct ordinance has been physically provided.

Motion was made by Vice Mayor Derrick Reed, seconded by Committee Member Shirley Hilton-Flanary to approve as presented Ordinance No. 4278-A, an Ordinance amending the City of Muskogee Code of Ordinances by amending Chapter 46, Health and Sanitation; Article II, Food Sanitation; Division 2, Permits; Section 46-46, Required; Adding Repealer, Severability, and Declaring an Emergency.

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

Carried - Unanimously

4. Consider approval of Resolution No. 3075, amending Appendix A of the Muskogee City Code amending Section 46-46, Health and Sanitation, Food Service Sanitation, Permit for Establishment or Vehicle, or take other necessary action. (Katrina Bodenhamer)

Deputy City Attorney Keri Spencer stated this resolution is a companion to the previous ordinance. It removes the fees from Schedule A, putting us in compliance with State Law.

Motion was made by Vice Mayor Derrick Reed, seconded by Committee Member Mike Brawley to approve Resolution No. 3075, amending Appendix A of the Muskogee City Code amending Section 46-46, Health and Sanitation, Food Service Sanitation, Permit for Establishment or Vehicle.

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

Carried - Unanimously

5. Consider approval of Resolution No. 3081, recognizing the substantial impact of the retail food environment on the economy, health and well-being of the citizens of Muskogee, and providing support to the Farmers Markets and community gardens within the city, or take other necessary action. (Rick Ewing)

Assistant Director of Parks and Recreation-Parks Division Rick Ewing stated this resolution recognizes the impact of the retail food environment on our Muskogee citizens and provides support to the local Farmers Markets and community gardens within the city. This resolution allows for application of a TSET Healthy Incentives Planning Grant. Staff recommended approval.

Motion was made by Committee Member Jaime Stout, seconded by Committee Member Shirley Hilton-Flanary to approve Resolution No. 3081, recognizing the substantial impact of the retail food environment on the economy, health and well-being of the citizens of Muskogee, and providing support to the Farmers Markets and community gardens within the city.

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

Carried - Unanimously

6. (No Action) Receive a presentation and discuss possible amendments to the R-1 and R-5 zoning regulations, providing direction to Staff, or take other necessary action. (Sarah Winkle)

Planning Director Sarah Winkle presented ideas regarding zoning regulations for R-1 and R-5 with a PowerPoint. The Committee directed Staff to move forward with Plan B, taking Staff recommendations.

7. (No Action) Receive and discuss a *Certificate of No Action Necessary* on the property located west of the Martin Luther King, Jr. Community Center, 320 W. Martin Luther King Street, provided by the Oklahoma Corporation Commission through their Brownsfield Program, stating the property does not contain pollutants, or take other necessary action. (Katrina Bodenhamer)

City Attorney Katrina Bodenhamer stated her office applied for this grant due to environmental concerns about the property located at 320 W. Martin Luther King Street. Formerly a fueling station, there was a possibility there were underground fuel tanks. After a thorough investigation by the OCC and the EPA, it was determined that no further remedial action is needed at this site. Ms. Bodenhamer explained that now this has been resolved, the OCC nor the EPA shall pursue or penalize the landowners for pollution related to this case.

8. Consider approval for the City Manager to negotiate and execute an agreement with TetraTech, for a sewer system evaluation in a sewer basin located in the Northwest Quadrant of the City, in an amount not-to-exceed $175,000.00, or take other necessary action. (Mike Stewart)

Assistant Public Works Director Avery Rigney stated this is for sanitary sewer evaluation in the northwest quadrant of town. Citizens in this area suffer from diminished sewer service when there are heavy rains. Mr. Rigney explained it is possible there is inflow and infiltration of storm water into the sanitary sewer. TetraTech has the equipment to evaluate the area and, depending on what is found, repairs may be made without much expense. Staff recommended approval.

Motion was made by Committee Member Shirley Hilton-Flanary, seconded by Committee Member Melody Cranford to approve for the City Manager to negotiate and execute an agreement with TetraTech, for a sewer system evaluation in a sewer basin located in the Northwest Quadrant of the City, in an amount not-to-exceed $175,000.00.

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

Carried - Unanimously

9. Consider approval to purchase one (1) commercial-use sanitation truck from River City Hydraulics via Sourcewell Nos. 110223 and 17934, in the amount of $221,042.01, or take other necessary action. (Mike Stewart)

Assistant Public Works Director Avery Rigney stated it is necessary to purchase a new commercial sanitation truck due to one (1) of our previously purchased trucks was in an accident and recorded as a total loss. Insurance provided two (2) options: 100% reimbursement of funds to purchase a new truck, returning the truck to the insurance company; or 90% reimbursement, but the City retains the truck for parts. Mr. Rigney explained it was decided to keep the truck for parts, and the 10% remaining funds needed will be from the Sanitation Fund.

Motion was made by Committee Member Shirley Hilton-Flanary, seconded by Committee Member Melody Cranford to approve to purchase one (1) commercial-use sanitation truck from River City Hydraulics via Sourcewell Nos. 110223 and 17934, in the amount of $221,042.01.

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

Carried - Unanimously

10. Consider approval to accept a *Safe Streets for All (SS4A) Grant* from the United States Department of Transportation Federal Highway Administration, in the amount of $389,500.00, with a City grant match of $97,375.00, or take other necessary action. (Mike Stewart)

Assistant Public Works Director Avery Rigney stated this a planning grant for a total of $486,875.00. He explained the grant will allow for testing of walkability and bikeability around the City for those citizens who do not have vehicles. The city grant match portion has been budgeted, and Staff recommended acceptance of the grant.

Motion was made by Committee Member Jaime Stout, seconded by Committee Member Shirley Hilton-Flanary to approve to accept a *Safe Streets for All (SS4A) Grant* from the United States Department of Transportation Federal Highway Administration, in the amount of $389,500.00, with a City grant match of $97,375.00.

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

Carried - Unanimously

**RECOGNIZE CITIZENS WISHING TO SPEAK TO CHAIRMAN AND COMMITTEE MEMBERS.**

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

There being no further business, the meeting was adjourned.

CHAIR TRACY HOOS
PUBLIC WORKS COMMITTEE

pwmin
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**Public Works Committee** **2.**

**Meeting Date:** 04/13/2026

**Initiator:** Sarah Winkle, Director of Planning and Community Development

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**Information**

**AGENDA ITEM TITLE:**

Hold a Public Hearing and consider approval of Resolution No. 3077, amending the Future Land Use Map for the property located at 617 Elgin Street, or take other necessary action. (Sarah Winkle)

**LEGAL DESCRIPTION:**

A part of Lots 7, 8 and 18 and alleys vacated under Ordinance No.243-A in Block 57 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma, more particularly described as follows, to-wit:
Beginning at a point in the westerly line of said Lot 8, which is the easterly line of Division Boulevard, 70 feet southerly from the northwest comer of said Lot 7; thence eastwardly by a straight line passing through a point in the easterly line of said Lot 7 that is 40 feet southerly from the northeast corner of said Lot 7 for a distance of 170 feet that is 40 feet to a point in the center line of the north and south alley vacated under said ordinance; thence northwardly along said center line for a distance of 50 feet more or less to an intersection with the center line of the east and west alley vacated under said ordinance; thence eastwardly along said center line of said east and west alley for a distance of 129 feet more or less, to an intersection with the extension southwardly of the westerly line of Lot 3 in Block 57; thence southwardly along said extension southwardly of the westerly line of said Lot 3 for a distance of 32 feet more or less to a point. 40 feet northwardly from and radially to the existing center line of the main track of the Midland Valley Railroad Company; thence westwardly on a curve to the left and 40 feet northwardly from and concentric with said existing center line for a distance of 322 feet more or less to a point in the westerly line of said Lot 8 which is said easterly line of Division Boulevard; thence northwardly for a distance of 45 feet more or less to the point of beginning AND all that part of the east-west alley lying west of the extension of the east line of Lot 4 and lying 110 feet east of the west block line
And
A part of the west 16 feet of Lot 5 and a part of the east 66 feet of the north 140 feet of Lot 6 in Block 57 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma, more particularly described as follows, to-wit:
Beginning at the northeast comer of said Lot 6;, thence running southerly along the easterly line of said Lot 6 a distance of 140 feet; thence westerly and parallel with the northerly line of said Lot 6 a distance of 59.4 feet; thence northerly in a straight line to a point in the northerly line of said Lot 6 a distance of ·66 feet westerly from the northeast corner of said Lot 6; thence along the northerly line of said Lot 6 to the place of beginning
And a part of Lot 5 in said Block 57 more particularly described as follows, to-wit:
Beginning on the -south line of said Lot 5 at a point 112 feet west from the southeast corner of said Lot 5; thence running west along the south line of Lot 5 a distance of 16 feet to the southwest corner of said Lot 5; thence northerly along the west line of said Lot 5 to the northwest comer of said Lot .5; thence easterly along the northerly line of said Lot 5 a distance of 2/ l O feet; thence south in a direct line to the point of beginning
And all additions to the portion of Lot 5 because of Ordinance No. 243-A closing east and west alley
And

Lot 1 and a part of Lot 2 in Block 101 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma, more particularly described as follows, to wit:
Beginning at the northeast comer of said Lot 1; thence westerly along the northerly line of Lots 1 and 289 feet; thence southerly through Lot 2 to a point on the south line of Lot 284.8 feet westerly of the southeast comer of Lot 1; thence easterly along the south line of Lots 1 and 2 to the southeast corner of Lot 1; thence northerly along the east line of Lot 1 to the place of beginning
And
A part of Lot 2 in Block 101 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma, more particularly described as follows, to-wit:
Beginning at a point in the northerly line of said Lot 65 .3 feet easterly from the northwest corner thereof; thence easterly along the northerly line of said lot a distance of 60 feet; thence southerly, to a point in-the southerly line of said Lot .129 feet easterly from the southwest comer thereof; thence westerly along the southerly line of said lot a distance of 45 feet; thence northerly to the place of beginning
And
The westerly 60.2 feet of the southerly 111.1 feet of Lot 6 in Block 164 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma
And
A part of Lot 7 in Block 164 in the~ City of Muskogee, according to ·the official· plat thereof, Muskogee County, Oklahoma, more particularly described as follows, to-wit:
Beginning at the southwest comer of said Lot 7; thence northerly along the west line of said Lot 7 for a distance of 37.5 feet; thence easterly on a line making an angle of 86°40' with said west line of Lot 7 for a distance of 70 feet; thence easterly for a distance of 71.1 feet to a point on the east line of Lot 7 at a distance of 30 feet from the southeast corner of said Lot 7; thence southerly along said east line for a distance of 30 feet; thence westerly along the south line of Lot 7 for a distance of 141. 7 feet to the point of beginning
And
The westerly 60.2 feet of the southerly 111.1 feet of Lot 6 in Block 164 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma
And
A part of Lot 7 in Block 164 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma, more particularly described as follows, to-wit:
Beginning at a point on the west line of Lot 7 in Block 164 in the City of Muskogee at a distance of 37 .5 feet from the southwest corner of Lot 7; thence easterly on a line making an angle of 86°40' with said west line of Lot 7 for a distance of 70.0 feet; thence easterly for a distance of 71.1 feet to a point on the east line of Lot 7 30.0 feet from the southeast corner of Lot 7; thence northerly along the east line of Lot 7 for a distance of 30.0 feet;
thence westerly for a distance of 71.5 feet; thence easterly on a line making an angle 86°40' with the west line of Lot 7 and for a distance of 70.0 feet to a point on the west
line of Lot 7 and 75.0 from the southwest corner of Lot 7; thence southerly along the west line of Lot 7 for a distance of 37.5 feet to the point of beginning and subject to an easement covering the following:
Beginning at a point on the east line of Lot 7 60 feet northerly from the southeast corner thereof; thence in a westerly direction for a distance of 71.5 feet to a point 44.06 feet south of the north line of said Lot 7; thence easterly to a point on the east line of said Lot 7 and 49 feet 'northerly from the southeast comer of said Lot 7; thence northerly along said east line for a distance of 11 feet to the point of beginning.
And
Lots 19, 20, 21, 22 and 23 in BURFORD SUBDIVISION of Lot 6 in Block 57 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma
And

Lot 4 in Block 57 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma
And
The easterly 112 feet of Lot 5 in Block 57 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma and the north half of the vacated alley lying immediately south of the easterly 112 feet of Lot 5 in Block 57 and a part of Lots 7 and 8 in Block 57, more particularly described as follows: Beginning at the northwest corner of said Lot 7; thence south on the west line of said Lots 7 and 8 for a distance of 70 feet; thence in a northeasterly ·direction to a point in the easterly line of said Lot 7 that is a distance of 40 feet southerly from the northeast comer of said Lot 7; thence in a northerly direction along the easterly line of said Lot 7 to the northeast comer of said Lot 7; thence westerly, along the northerly line of said Lot 7 to the point of beginning and the southerly one half of the east and west alley lying immediately north of said Lot 7 and the westerly one half of the north and south alley lying immediately east of the portion of Lot 7 above described

**BACKGROUND:**

We are requesting an amendment to the Future Land Use Map for the property located at 617 Elgin Street. The Future Land Use Map currently shows this as Traditional Residential. The applicant (Golden Rule) has requested a rezone of the property located at 617 Elgin Street from I-1 Light Industrial and R-5 Mobile Home to C-1
Local Commercial. The proposed use of the property will be for the
establishment of an Adult Day Center in a portion of the existing building. The request does not conform to the 2025 Muskogee Comprehensive Plan and Future Land Use Map.

**Planning Department Analysis**

- Current Zoning & Use
  - I-1 Light Industrial and R-5 Mobile Home
  - Industrial Use
- Proposed Zoning & Use
  - C-1 Local Commercial
  - Adult Day Center
- Street Address: 617 Elgin Street

Surrounding Zoning & Land Use
North: CBD Central Business District, Vacant
East: I-1 Light Industrial, Industrial
South: R-1. Single Family, Vacant Land
West: I-1 Light Industrial, Industrial

**RECOMMENDED STAFF ACTION:**

Approve Resolution 3077, a Land Use Map Amendment.

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**Fiscal Impact**

**Attachments**

Resolution
Future Land Use Map
Zoning Map

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RESOLUTION NO. 3077

A RESOLUTION APPROVING AN AMENDMENT TO THE FUTURE LAND USE MAP FOR THE CITY OF MUSKOGEE FROM "I-1" LIGHT INDUSTRIAL AND "R-5" MOBILE HOME TO "C-1" LOCAL COMMERCIAL.

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

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

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

WHEREAS, the Future Land Use Map recognizes that changes may occur in the community which may cause the necessity of amending said plan; and, WHEREAS, a Special Call public hearing has been held on MARCH 19, 2026, before the City Planning Commission on the property described in Section 1 hereof; and

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

SECTION 1. An amendment to the Future Land Use Map from "I-1" LIGHT INDUSTRIAL AND "R-5" MOBILE HOME TO "C-1" LOCAL COMMERCIAL located on the tract of land described as:

**A part of Lots 7, 8 and 18 and alleys vacated under Ordinance No.243-A in Block 57 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma, more particularly described as follows, to-wit:**
**Beginning at a point in the westerly line of said Lot 8, which is the easterly line of Division Boulevard, 70 feet southerly from the northwest comer of said Lot 7; thence eastwardly by a straight line passing through a point in the easterly line of said Lot 7 that is 40 feet southerly from the northeast corner of said Lot 7 for a distance of 170 feet that is 40 feet to a point in the center line of the north and south alley vacated under said ordinance; thence northwardly along said center line for a distance of 50 feet more or less to an intersection with the center line of the east and west alley vacated under said ordinance; thence eastwardly along said center line of said east and west alley for a distance of 129 feet more or less, to an intersection with the extension southwardly of the westerly line of Lot 3 in Block 57; thence southwardly along said extension southwardly of the westerly line of said Lot 3 for a distance of 32 feet more or less to a point. 40 feet northwardly from and radially to the existing center line of the main track of the Midland Valley Railroad Company; thence westwardly on a curve to the left and 40 feet northwardly from and concentric with said existing center line for a distance of 322 feet more or less to a point in the westerly line of said Lot 8 which is said easterly line of Division Boulevard; thence northwardly for a distance of 45 feet more or less to the point of beginning AND all that part of the east-west alley lying west of the extension of the east line of Lot 4 and lying 110 feet east of the west block line**
**And**

**A part of the west 16 feet of Lot 5 and a part of the east 66 feet of the north 140 feet of Lot 6 in Block 57 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma, more particularly described as follows, to-wit:**
**Beginning at the northeast comer of said Lot 6;, thence running southerly along the easterly line of said Lot 6 a distance of 140 feet; thence westerly and parallel with the northerly line of said Lot 6 a distance of 59.4 feet; thence northerly in a straight line to a point in the northerly line of said Lot 6 a distance of ·66 feet westerly from the northeast corner of said Lot 6; thence along the northerly line of said Lot 6 to the place of beginning**
**And a part of Lot 5 in said Block 57 more particularly described as follows, to-wit:**
**Beginning on the -south line of said Lot 5 at a point 112 feet west from the southeast corner of said Lot 5; thence running west along the south line of Lot 5 a distance of 16 feet to the southwest corner of said Lot 5; thence northerly along the west line of said Lot 5 to the northwest comer of said Lot .5; thence easterly along the northerly line of said Lot 5 a distance of 2/ l O feet; thence south in a direct line to the point of beginning**
**And all additions to the portion of Lot 5 because of Ordinance No. 243-A closing east and west alley**
**And**
**Lot 1 and a part of Lot 2 in Block 101 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma, more particularly described as follows, to wit:**
**Beginning at the northeast comer of said Lot 1; thence westerly along the northerly line of Lots 1 and 289 feet; thence southerly through Lot 2 to a point on the south line of Lot 284.8 feet westerly of the southeast comer of Lot 1; thence easterly along the south line of Lots 1 and 2 to the southeast corner of Lot 1; thence northerly along the east line of Lot 1 to the place of beginning**
**And**
**A part of Lot 2 in Block 101 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma, more particularly described as follows, to-wit:**
**Beginning at a point in the northerly line of said Lot 65 .3 feet easterly from the northwest corner thereof; thence easterly along the northerly line of said lot a distance of 60 feet; thence southerly, to a point in-the southerly line of said Lot .129 feet easterly from the southwest comer thereof; thence westerly along the southerly line of said lot a distance of 45 feet; thence northerly to the place of beginning**
**And**
**The westerly 60.2 feet of the southerly 111.1 feet of Lot 6 in Block 164 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma**
**And**
**A part of Lot 7 in Block 164 in the~ City of Muskogee, according to ·the official· plat thereof, Muskogee County, Oklahoma, more particularly described as follows, to-wit:**
**Beginning at the southwest comer of said Lot 7; thence northerly along the west line of said Lot 7 for a distance of 37.5 feet; thence easterly on a line making an angle of 86°40' with said west line of Lot 7 for a distance of 70 feet; thence easterly for a distance of 71.1 feet to a point on the east line of Lot 7 at a distance of 30 feet from the southeast corner of said Lot 7; thence southerly along said east line for a distance of 30 feet; thence westerly along the south line of Lot 7 for a distance of 141. 7 feet to the point of beginning**
**And**
**The westerly 60.2 feet of the southerly 111.1 feet of Lot 6 in Block 164 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma**

**And**

**A part of Lot 7 in Block 164 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma, more particularly described as follows, to-wit: Beginning at a point on the west line of Lot 7 in Block 164 in the City of Muskogee at a distance of 37 .5 feet from the southwest corner of Lot 7; thence easterly on a line making an angle of 86°40' with said west line of Lot 7 for a distance of 70.0 feet; thence easterly for a distance of 71.1 feet to a point on the east line of Lot 7 30.0 feet from the southeast corner of Lot 7; thence northerly along the east line of Lot 7 for a distance of 30.0 feet;**

**thence westerly for a distance of 71.5 feet; thence easterly on a line making an angle 86°40' with the west line of Lot 7 and for a distance of 70.0 feet to a point on the west line of Lot 7 and 75.0 from the southwest corner of Lot 7; thence southerly along the west line of Lot 7 for a distance of 37.5 feet to the point of beginning and subject to an easement covering the following: Beginning at a point on the east line of Lot 7 60 feet northerly from the southeast corner thereof; thence in a westerly direction for a distance of 71.5 feet to a point 44.06 feet south of the north line of said Lot 7; thence easterly to a point on the east line of said Lot 7 and 49 feet 'northerly from the southeast comer of said Lot 7; thence northerly along said east line for a distance of 11 feet to the point of beginning.**

**And**

**Lots 19, 20, 21, 22 and 23 in BURFORD SUBDIVISION of Lot 6 in Block 57 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma**

**And**

**Lot 4 in Block 57 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma**

**And**

**The easterly 112 feet of Lot 5 in Block 57 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma and the north half of the vacated alley lying immediately south of the easterly 112 feet of Lot 5 in Block 57 and a part of Lots 7 and 8 in Block 57, more particularly described as follows: Beginning at the northwest corner of said Lot 7; thence south on the west line of said Lots 7 and 8 for a distance of 70 feet; thence in a northeasterly ·direction to a point in the easterly line of said Lot 7 that is a distance of 40 feet southerly from the northeast comer of said Lot 7; thence in a northerly direction along the easterly line of said Lot 7 to the northeast comer of said Lot 7; thence westerly, along the northerly line of said Lot 7 to the point of beginning and the southerly one half of the east and west alley lying immediately north of said Lot 7 and the westerly one half of the north and south alley lying immediately east of the portion of Lot 7 above described**

PASSED and APPROVED by the Mayor and Council of the City of Muskogee this _____ day of MARCH 2026.

_____
W. PATRICK CALE, MAYOR

ATTEST:

_____
TAMMY L. TRACY, CITY CLERK

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

_____

_____
KATRINA BODENHAMER, CITY ATTORNEY

# Future Land Use Map



# City of Muskogee Zoning Map




2/18/2026

Zoning Districts
- R-1
- R-4
- R-5
- C-2
- CBD
- I-1
- POS

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

Citations
30cm Resolution Metadata

1:1,128

0 0.01 0.01 0.03 mi

0 0.01 0.02 0.04 km

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

**Public Works Committee** **3.**

**Meeting Date:** 04/13/2026

**Initiator:** Sarah Winkle, Director of Planning and Community Development

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**Information**

**AGENDA ITEM TITLE:**

Hold a Public Hearing and consider approval of Ordinance No. 4294-A, a request to rezone the property located at 617 Elgin Street, rezoning the property from I-1, Light Industrial, and R-5, Mobile Home, to C-1, Local Commercial, and if approved, authorize Staff to update the Official Zoning Map of the City, or take other necessary action. (Sarah Winkle)

**LEGAL DESCRIPTION:**

A part of Lots 7, 8 and 18 and alleys vacated under Ordinance No.243-A in Block 57 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma, more particularly described as follows, to-wit:
Beginning at a point in the westerly line of said Lot 8, which is the easterly line of Division Boulevard, 70 feet southerly from the northwest comer of said Lot 7; thence eastwardly by a straight line passing through a point in the easterly line of said Lot 7 that is 40 feet southerly from the northeast corner of said Lot 7 for a distance of 170 feet that is 40 feet to a point in the center line of the north and south alley vacated under said ordinance; thence northwardly along said center line for a distance of 50 feet more or less to an intersection with the center line of the east and west alley vacated under said ordinance; thence eastwardly along said center line of said east and west alley for a distance of 129 feet more or less, to an intersection with the extension southwardly of the westerly line of Lot 3 in Block 57; thence southwardly along said extension southwardly of the westerly line of said Lot 3 for a distance of 32 feet more or less to a point. 40 feet northwardly from and radially to the existing center line of the main track of the Midland Valley Railroad Company; thence westwardly on a curve to the left and 40 feet northwardly from and concentric with said existing center line for a distance of 322 feet more or less to a point in the westerly line of said Lot 8 which is said easterly line of Division Boulevard; thence northwardly for a distance of 45 feet more or less to the point of beginning AND all that part of the east-west alley lying west of the extension of the east line of Lot 4 and lying 110 feet east of the west block line
And
A part of the west 16 feet of Lot 5 and a part of the east 66 feet of the north 140 feet of Lot 6 in Block 57 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma, more particularly described as follows, to-wit:
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And a part of Lot 5 in said Block 57 more particularly described as follows, to-wit:
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The westerly 60.2 feet of the southerly 111.1 feet of Lot 6 in Block 164 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma
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And
Lots 19, 20, 21, 22 and 23 in BURFORD SUBDIVISION of Lot 6 in Block 57 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma

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Lot 4 in Block 57 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma
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**BACKGROUND:**

The applicant has requested a rezone of the property located at 617 Elgin Street from I-1 Light Industrial and R-5 Mobile Home to C-1 Local Commercial. The proposed use of the property will be for the establishment of an Adult Day Center in a portion of the existing building. The request does not conform to the 2025 Muskogee Comprehensive Plan and Future Land use Plan.

**Planning Department Analysis**

- Current Zoning & Use
  - I-1 Light Industrial and R-5 Mobile Home
  - Industrial Use
- Proposed Zoning & Use
  - C-1 Local Commercial
  - Adult Day Center
- Street Address: 617 Elgin Street

Surrounding Zoning & Land Use
North: CBD Central Business District, Vacant
East: I-1 Light Industrial, Industrial
South: R-1. Single Family, Vacant Land
West: I-1 Light Industrial, Industrial

**RECOMMENDED STAFF ACTION:**

Approve Ordinance 4294-A, a rezone request.

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**Fiscal Impact**

**Attachments**

Ordinance
Staff Report
Survey
Zoning Map

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# ORDINANCE NO. 4294-A

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF MUSKOGEE AS PROVIDED BY CHAPTER 90, SECTION 01-03, OF THE MUSKOGEE CITY CODE, SEPTEMBER 2014, BY RE-ZONING PROPERTY LOCATED AT 617 ELGIN STREET. THE TRACT OF LAND IS IN THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 15 NORTH, RANGE 18 EAST OF THE INDIAN BASE AND MERIDIAN, MUSKOGEE COUNTY, STATE OF OKLAHOMA. CONTAINING 0.49 ACRES MORE OR LESS, AND PROVIDING FOR SEVERABILITY. THE PROPERTY IS MORE PARTICULARLY DESCRIBED AS:

A part of Lots 7, 8 and 18 and alleys vacated under Ordinance No.243-A in Block 57 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma, more particularly described as follows, to-wit:
Beginning at a point in the westerly line of said Lot 8, which is the easterly line of Division Boulevard, 70 feet southerly from the northwest comer of said Lot 7; thence eastwardly by a straight line passing through a point in the easterly line of said Lot 7 that is 40 feet southerly from the northeast corner of said Lot 7 for a distance of 170 feet that is 40 feet to a point in the center line of the north and south alley vacated under said ordinance; thence northwardly along said center line for a distance of 50 feet more or less to an intersection with the center line of the east and west alley vacated under said ordinance; thence eastwardly along said center line of said east and west alley for a distance of 129 feet more or less, to an intersection with the extension southwardly of the westerly line of Lot 3 in Block 57; thence southwardly along said extension southwardly of the westerly line of said Lot 3 for a distance of 32 feet more or less to a point. 40 feet northwardly from and radially to the existing center line of the main track of the Midland Valley Railroad Company; thence westwardly on a curve to the left and 40 feet northwardly from and concentric with said existing center line for a distance of 322 feet more or less to a point in the wester! y line of said Lot 8 which is said easterly line of Division Boulevard; thence northwardly for a distance of 45 feet more or less to the point of beginning AND all that part of the east-west alley lying west of the extension of the east line of Lot 4 and lying 110 feet east of the west block line
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Lot 4 in Block 57 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma
And
The easterly 112 feet of Lot 5 in Block 57 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma and the north half of the vacated alley lying immediately south of the easterly 112 feet of Lot 5 in Block 57 and a part of Lots 7 and 8 in Block 57, more particularly described as follows: Beginning at the northwest corner of said Lot 7; thence south on the west line of said Lots 7 and 8 for a distance of 70 feet; thence in a northeasterly ·direction to a point in the easterly line of said Lot 7 that is a distance of 40 feet southerly from the northeast comer of said Lot 7; thence in a northerly direction along the easterly line of said Lot 7 to the northeast comer of said Lot 7; thence westerly, along the northerly line of said Lot 7 to the point of beginning and the southerly one half of the east and west alley lying immediately north of said Lot 7 and the westerly one half of the north and south alley lying immediately east of the portion of Lot 7 above described

(Golden Rule Industries, Inc., Applicant)

FROM I-1 LIGHT INDUSTRIAL & R-5 MOBILE HOME

TO

C-1 LOCAL COMMERCIAL

WHEREAS, the City of Muskogee Planning and Zoning Commission, in a Special Call meeting held MARCH 19, 2026, did recommend the approval of the rezoning of the property set out above in the title of the Ordinance, and did authorize the director of the Commission to advise the Council of the City of Muskogee of this recommendation, NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MUSKOGEE, OKLAHOMA,

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

A part of Lots 7, 8 and 18 and alleys vacated under Ordinance No.243-A in Block 57 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma, more particularly described as follows, to-wit:
Beginning at a point in the westerly line of said Lot 8, which is the easterly line of Division Boulevard, 70 feet southerly from the northwest comer of said Lot 7; thence eastwardly by a straight line passing through a point in the easterly line of said Lot 7 that

is 40 feet southerly from the northeast corner of said Lot 7 for a distance of 170 feet that is 40 feet to a point in the center line of the north and south alley vacated under said ordinance; thence northwardly along said center line for a distance of 50 feet more or less to an intersection with the center line of the east and west alley vacated under said ordinance; thence eastwardly along said center line of said east and west alley for a distance of 129 feet more or less, to an intersection with the extension southwardly of the westerly line of Lot 3 in Block 57; thence southwardly along said extension southwardly of the westerly line of said Lot 3 for a distance of 32 feet more or less to a point. 40 feet northwardly from and radially to the existing center line of the main track of the Midland Valley Railroad Company; thence westwardly on a curve to the left and 40 feet northwardly from and concentric with said existing center line for a distance of 322 feet more or less to a point in the westerly line of said Lot 8 which is said easterly line of Division Boulevard; thence northwardly for a distance of 45 feet more or less to the point of beginning AND all that part of the east-west alley lying west of the extension of the east line of Lot 4 and lying 110 feet east of the west block line

And

A part of the west 16 feet of Lot 5 and a part of the east 66 feet of the north 140 feet of Lot 6 in Block 57 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma, more particularly described as follows, to-wit:
Beginning at the northeast comer of said Lot 6;, thence running southerly along the easterly line of said Lot 6 a distance of 140 feet; thence westerly and parallel with the northerly line of said Lot 6 a distance of 59.4 feet; thence northerly in a straight line to a point in the northerly line of said Lot 6 a distance of ·66 feet westerly from the northeast corner of said Lot 6; thence along the northerly line of said Lot 6 to the place of beginning

And a part of Lot 5 in said Block 57 more particularly described as follows, to-wit:
Beginning on the -south line of said Lot 5 at a point 112 feet west from the southeast corner of said Lot 5; thence running west along the south line of Lot 5 a distance of 16 feet to the southwest corner of said Lot 5; thence northerly along the west line of said Lot 5 to the northwest comer of said Lot .5; thence easterly along the northerly line of said Lot 5 a distance of 2/ l O feet; thence south in a direct line to the point of beginning
And all additions to the portion of Lot 5 because of Ordinance No. 243-A closing east and west alley

And

Lot 1 and a part of Lot 2 in Block 101 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma, more particularly described as follows, to wit:
Beginning at the northeast comer of said Lot 1; thence westerly along the northerly line of Lots 1 and 289 feet; thence southerly through Lot 2 to a point on the south line of Lot 284.8 feet westerly of the southeast comer of Lot 1; thence easterly along the south line of Lots 1 and 2 to the southeast corner of Lot 1; thence northerly along the east line of Lot 1 to the place of beginning

And

A part of Lot 2 in Block 101 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma, more particularly described as follows, to-wit:
Beginning at a point in the northerly line of said Lot 65 .3 feet easterly from the northwest corner thereof; thence easterly along the northerly line of said lot a distance of 60 feet; thence southerly, to a point in-the southerly line of said Lot .129 feet easterly from the southwest comer thereof; thence westerly along the southerly line of said lot a

distance of 45 feet; thence northerly to the place of beginning
And
The westerly 60.2 feet of the southerly 111.1 feet of Lot 6 in Block 164 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma
And
A part of Lot 7 in Block 164 in the~ City of Muskogee, according to ·the official· plat thereof, Muskogee County, Oklahoma, more particularly described as follows, to-wit: Beginning at the southwest comer of said Lot 7; thence northerly along the west line of said Lot 7 for a distance of 37.5 feet; thence easterly on a line making an angle of 86°40' with said west line of Lot 7 for a distance of 70 feet; thence easterly for a distance of 71.1 feet to a point on the east line of Lot 7 at a distance of 30 feet from the southeast corner of said Lot 7; thence southerly along said east line for a distance of 30 feet; thence westerly along the south line of Lot 7 for a distance of 141. 7 feet to the point of beginning
And
The westerly 60.2 feet of the southerly 111.1 feet of Lot 6 in Block 164 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma
And
A part of Lot 7 in Block 164 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma, more particularly described as follows, to-wit: Beginning at a point on the west line of Lot 7 in Block 164 in the City of Muskogee at a distance of 37 .5 feet from the southwest corner of Lot 7; thence easterly on a line making an angle of 86°40' with said west line of Lot 7 for a distance of 70.0 feet; thence easterly for a distance of 71.1 feet to a point on the east line of Lot 7 30.0 feet from the southeast corner of Lot 7; thence northerly along the east line of Lot 7 for a distance of 30.0 feet; thence westerly for a distance of 71.5 feet; thence easterly on a line making an angle 86°40' with the west line of Lot 7 and for a distance of 70.0 feet to a point on the west line of Lot 7 and 75.0 from the southwest corner of Lot 7; thence southerly along the west line of Lot 7 for a distance of 37.5 feet to the point of beginning and subject to an easement covering the following: Beginning at a point on the east line of Lot 7 60 feet northerly from the southeast corner thereof; thence in a westerly direction for a distance of 71.5 feet to a point 44.06 feet south of the north line of said Lot 7; thence easterly to a point on the east line of said Lot 7 and 49 feet 'northerly from the southeast comer of said Lot 7; thence northerly along said east line for a distance of 11 feet to the point of beginning.
And
Lots 19, 20, 21, 22 and 23 in BURFORD SUBDIVISION of Lot 6 in Block 57 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma
And
Lot 4 in Block 57 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma
And
The easterly 112 feet of Lot 5 in Block 57 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma and the north half of the vacated alley lying immediately south of the easterly 112 feet of Lot 5 in Block 57 and a part of Lots 7 and 8 in Block 57, more particularly described as follows: Beginning at the northwest corner of said Lot 7; thence south on the west line of said Lots 7 and 8 for a distance of 70 feet; thence in a northeasterly ·direction to a point in the easterly line of said Lot 7 that is a distance of 40 feet southerly from the northeast comer of said Lot 7; thence in a

northerly direction along the easterly line of said Lot 7 to the northeast comer of said Lot 7; thence westerly, along the northerly line of said Lot 7 to the point of beginning and the southerly one half of the east and west alley lying immediately north of said Lot 7 and the westerly one half of the north and south alley lying immediately east of the portion of Lot 7 above described

FROM I-1 LIGHT INDUSTRIAL & R-5 MOBILE HOME

TO

C-1 LOCAL COMMERCIAL

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

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

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

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MUSKOGEE, OKLAHOMA, THIS _____ DAY OF MARCH, 2026.

_____

**W. PATRICK CALE, MAYOR**

ATTEST:

_____

**TAMMY L. TRACY, CITY CLERK**

(SEAL)

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

_____

**KATRINA BODENHAMER, CITY ATTORNEY**

MUSKOGEE
Planning Department

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

# Planning & Community Development Staff Report

Agenda Item Title:
Hold a public hearing and consider a recommendation to the City Council of the City of Muskogee to approve Ordinance 4294-A, a rezone request, for the property located at 617 Elgin Street rezoning the property from I-1 Light Industrial and R-5 Mobile Home to C-1 Local Commercial, and if approved, authorize staff to update the official city map. (Sarah Winkle)

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

1. **City of Muskogee Special Call Planning & Zoning Commission on March 19, 2026 at 9:00 A.M.**
2. **City of Muskogee City Council on March 23, 2026 at 5:30 P.M.**

A public hearing will be conducted at the Planning & Zoning Commission meeting. The notice was published in the Muskogee Daily Phoenix no later than February 28, 2026 for a circulation period of 20 days, and all property owners within a 300 foot radius of the property were noticed.

Legal Description:
**A part of Lots 7, 8 and 18 and alleys vacated under Ordinance No.243-A in Block 57 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma, more particularly described as follows, to-wit:**
**Beginning at a point in the westerly line of said Lot 8, which is the easterly line of Division Boulevard, 70 feet southerly from the northwest comer of said Lot 7; thence eastwardly by a straight line passing through a point in the easterly line of said Lot 7 that is 40 feet southerly from the northeast corner of said Lot 7 for a distance of 170 feet that is 40 feet to a point in the center line of the north and south alley vacated under said ordinance; thence northwardly along said center line for a distance of 50 feet more or less to an intersection with the center line of the east and west alley vacated under said ordinance; thence eastwardly along said center line of said east and west alley for a distance of 129 feet more or less, to an intersection with the extension southwardly of the westerly line of Lot 3 in Block 57; thence southwardly**

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Muskogee, OK 74401
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along said extension southwardly of the westerly line of said Lot 3 for a distance of 32 feet more or less to a point. 40 feet northwardly from and radially to the existing center line of the main track of the Midland Valley Railroad Company; thence westwardly on a curve to the left and 40 feet northwardly from and concentric with said existing center line for a distance of 322 feet more or less to a point in the wester! y line of said Lot 8 which is said easterly line of Division Boulevard; thence northwardly for a distance of 45 feet more or less to the point of beginning AND all that part of the east-west alley lying west of the extension of the east line of Lot 4 and lying 110 feet east of the west block line

And

A part of the west 16 feet of Lot 5 and a part of the east 66 feet of the north 140 feet of Lot 6 in Block 57 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma, more particularly described as follows, to-wit:

Beginning at the northeast comer of said Lot 6;, thence running southerly along the easterly line of said Lot 6 a distance of 140 feet; thence westerly and parallel with the northerly line of said Lot 6 a distance of 59.4 feet; thence northerly in a straight line to a point in the northerly line of said Lot 6 a distance of ·66 feet westerly from the northeast corner of said Lot 6; thence along the northerly line of said Lot 6 to the place of beginning

And a part of Lot 5 in said Block 57 more particularly described as follows, to-wit:

Beginning on the -south line of said Lot 5 at a point 112 feet west from the southeast corner of said Lot 5; thence running west along the south line of Lot 5 a distance of 16 feet to the southwest corner of said Lot 5; thence northerly along the west line of said Lot 5 to the northwest comer of said Lot .5; thence easterly along the northerly line of said Lot 5 a distance of 2/ l O feet; thence south in a direct line to the point of beginning

And all additions to the portion of Lot 5 because of Ordinance No. 243-A closing east and west alley

And

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**Lot 1 and a part of Lot 2 in Block 101 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma. more particularly described as follows, to wit:**

**Beginning at the northeast comer of said Lot 1; thence westerly along the northerly line of Lots 1 and 289 feet; thence southerly through Lot 2 to a point on the south line of Lot 284.8 feet westerly of the southeast comer of Lot 1; thence easterly along the south line of Lots 1 and 2 to the southeast corner of Lot 1; thence northerly along the east line of Lot 1 to the place of beginning**

**And**
**A part of Lot 2 in Block 101 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma, more particularly described as follows, to-wit:**
**Beginning at a point in the northerly line of said Lot 65 .3 feet easterly from the northwest corner thereof; thence easterly along the northerly line of said lot a distance of 60 feet; thence southerly, to a point in-the southerly line of said Lot .129 feet easterly from the southwest comer thereof; thence westerly along the southerly line of said lot a distance of 45 feet; thence northerly to the place of beginning**

**And**

**The westerly 60.2 feet of the southerly 111.1 feet of Lot 6 in Block 164 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma**

**And**
**A part of Lot 7 in Block 164 in the~ City of Muskogee, according to ·the official· plat thereof, Muskogee County, Oklahoma, more particularly described as follows, to-wit:**
**Beginning at the southwest comer of said Lot 7; thence northerly along the west line of said Lot 7 for a distance of 37.5 feet; thence easterly on a line making an angle of 86°40' with said west line of Lot 7 for a distance of 70 feet; thence easterly for a distance of 71.1 feet to a point on the east line of Lot 7 at a distance of 30 feet from the southeast corner of said Lot 7; thence southerly**

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**along said east line for a distance of 30 feet; thence westerly along the south line of Lot 7 for a distance of 141. 7 feet to the point of beginning**

**And**
**The westerly 60.2 feet of the southerly 111.1 feet of Lot 6 in Block 164 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma**

**And**

**A part of Lot 7 in Block 164 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma, more particularly described as follows, to-wit:**
**Beginning at a point on the west line of Lot 7 in Block 164 in the City of Muskogee at a distance of 37 .5 feet from the southwest corner of Lot 7; thence easterly on a line making an angle of 86°40' with said west line of Lot 7 for a distance of 70.0 feet; thence easterly for a distance of 71.1 feet to a point on the east line of Lot 7 30.0 feet from the southeast corner of Lot 7; thence northerly along the east line of Lot 7 for a distance of 30.0 feet;**
**thence westerly for a distance of 71.5 feet; thence easterly on a line making an angle 86°40' with the west line of Lot 7 and for a distance of 70.0 feet to a point on the west**
**line of Lot 7 and 75.0 from the southwest corner of Lot 7; thence southerly along the west line of Lot 7 for a distance of 37.5 feet to the point of beginning and subject to an easement covering the following: Beginning at a point on the east line of Lot 7 60 feet northerly from the southeast corner thereof; thence in a westerly direction for a distance of 71.5 feet to a point 44.06 feet south of the north line of said Lot 7; thence easterly to a point on the east line of said Lot 7 and 49 feet 'northerly from the southeast comer of said Lot 7; thence northerly along said east line for a distance of 11 feet to the point of beginning.**

**And**

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**Lots 19, 20, 21, 22 and 23 in BURFORD SUBDIVISION of Lot 6 in Block 57 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma**

**And**

**Lot 4 in Block 57 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma**

**And**

**The easterly 112 feet of Lot 5 in Block 57 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma and the north half of the vacated alley lying immediately south of the easterly 112 feet of Lot 5 in Block 57 and a part of Lots 7 and 8 in Block 57, more particularly described as follows: Beginning at the northwest corner of said Lot 7; thence south on the west line of said Lots 7 and 8 for a distance of 70 feet; thence in a northeasterly ·direction to a point in the easterly line of said Lot 7 that is a distance of 40 feet southerly from the northeast comer of said Lot 7; thence in a northerly direction along the easterly line of said Lot 7 to the northeast comer of said Lot 7; thence westerly. along the northerly line of said Lot 7 to the point of beginning and the southerly one half of the east and west alley lying immediately north of said Lot 7 and the westerly one half of the north and south alley lying immediately east of the portion of Lot 7 above described**

Background:

## Planning Department Analysis

- Current Zoning & Use
  - I-1 Light Industrial and R-5 Mobile Home
  - Industrial Use
- Proposed Zoning & Use
  - C-1 Local Commercial
  - Adult Day Center
- Street Address: 617 Elgin Street

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Surrounding Zoning & Land Use

North: CBD Central Business District, Vacant
East: I-1 Light Industrial, Industrial
South: R-1. Single Family, Vacant Land
West: I-1 Light Industrial, Industrial

Discussion

The applicant has requested a rezone of the property located at the 617 Elgin Street from I-1 Light Industrial and R-5 Mobile Home to C-1 Local Commercial. The proposed use of the property will be for the establishment of an Adult Day Center in a portion of the existing building. The request does not conform to the 2025 Muskogee Comprehensive Plan and Future Land use Plan.

**RECOMMENDATION:** Recommend Approval to City Council of Ordinance 4294-A, a rezone request.

City of Muskogee Zoning Map



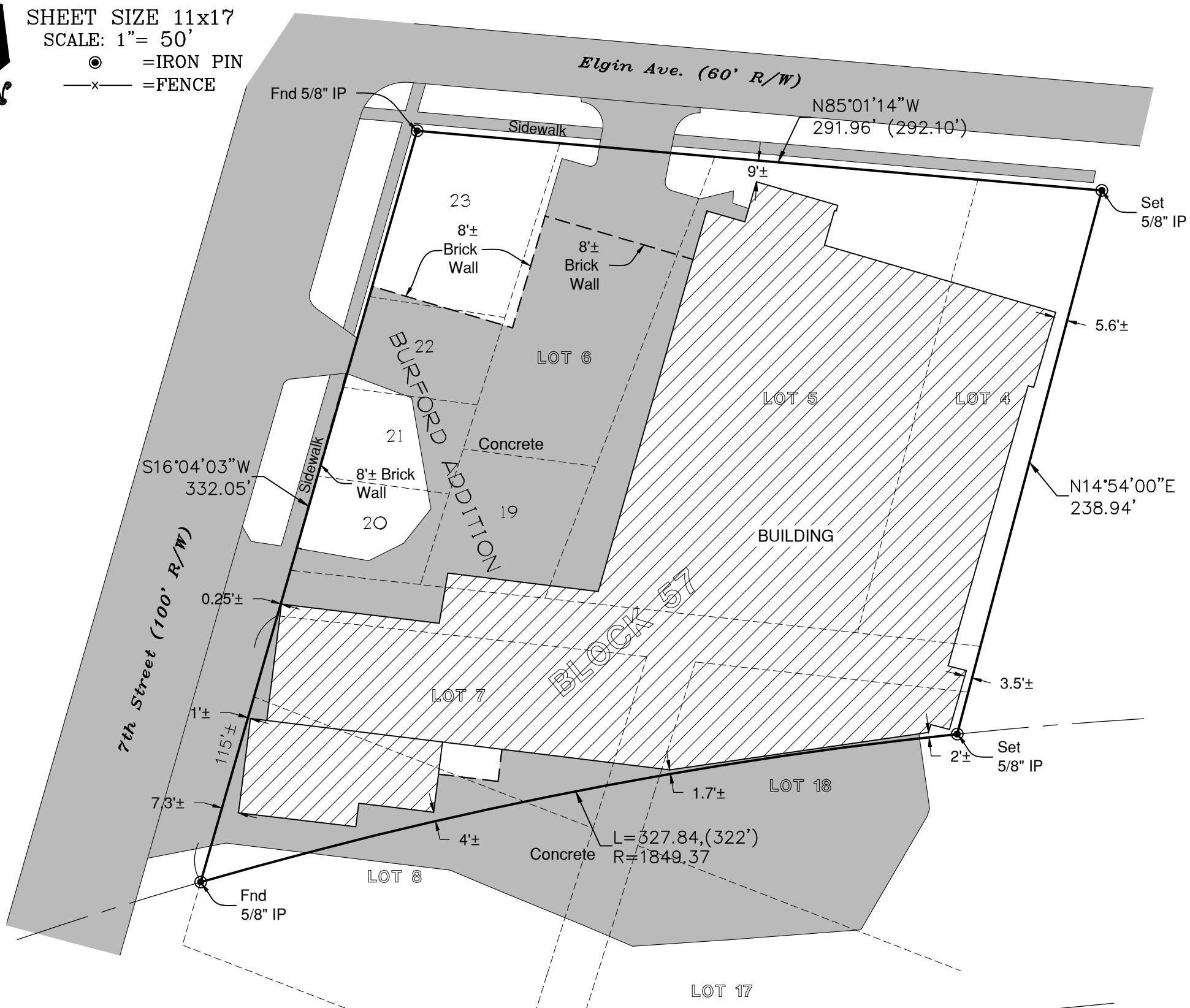
# PLAT OF SURVEY

THE FOLLOWING LEGAL DESCRIPTION WAS DERIVED FROM BOOK 4220, PAGE 275–276

Lots 19,20,21,22 and 23 of Burford Subdivision of Lot 6 in Block 57, City of Muskogee
AND
Lots 4, 5 and 6 in Block 57, City of Muskogee
AND
Part of Lots 7, 8 and 18 in Block 57, City of Muskogee lying 40 feet Northerly of the center line of the old main track of the Midland Valley Railroad Company,
more particularly described as follows:
Beginning at the Northwest corner of Lot 23 of Burford Subdivision of Lot 6 in Block 57, City of Muskogee, thence S16°04'03"W along the westerly line of said Block 57 a distance of 332.05 feet to a point on the west line of Lot 8 approximately 115.00 feet southwesterly of the Northwest corner of Lot 7;
thence easterly along a curve to the right and 40 feet northwardly from and concentric with the old main track of the Midland Valley Railroad Company having a radius of 1849.37 feet, an arc length of (327.84 feet measured, 322.00 feet record) and having a chord which bears N78°56'12"E a distance of 327.41 feet to the intersection with the extension southwardly of the easterly line of Lot 4, Block 57;
thence N14°54'00"E along said extension southwardly of the easterly line of Lot 4, a distance of 238.94 feet to the northeast corner of Lot 4;
thence N85°01'14"W along the northerly line of Block 57 a distance of (291.96 feet measured, 292.10 feet record) to the Point of Beginning,
all in Block 57, City of Muskogee, State of Oklahoma, including all vacated alleyways within and adjacent to the above described property, with the basis of bearing of this description being NAD83 Oklahoma State Plane, North Zone and prepared on 1/26/2026 by Tony Robison, LS #1686.

Containing 1.86 acres, more or less.

SHEET SIZE 11x17
SCALE: 1"= 50'
◉ =IRON PIN
—x— =FENCE




In compliance with state code, title 245-15-13-2-C-11 only easements and rights-of-way's provided to the surveyor are shown.

Bearings are based on NAD83 Oklahoma State Plane Coordinate System.

This survey was performed without the benefit of a title commitment being furnished and may contain easements or rights of ways not shown.

1/26/2026

TONY ROBISON, LAND SURVEYOR NO. 1686


**Heartland Surveying & Mapping, PLLC**
CA #4849
600 Emporia St., Ste."C"
Muskogee, Oklahoma 74401
(918) 682-7796


LICENSED PROFESSIONAL LAND SURVEYOR
TONY ROBISON 1686
OKLAHOMA

FOR: GOLDEN RULE

DATE: 1/26/2026

THIS SURVEY MEETS MINIMUM TECHNICAL SURVEY STANDARDS.

W.O.# 13588-2
SURVEYED BY: RT/PD
DRAWN BY: AM
Last Site Visit: 1/7/26

FILE NAME
Jan 26, 2026 - 2:45pm
S:\CAD -HEARTLAND-FILES\WO13588-2.dwg

# City of Muskogee Zoning Map




2/18/2026

Zoning Districts
- R-1
- R-4
- R-5
- C-2
- CBD
- I-1
- POS

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

Citations
30cm Resolution Metadata

1:1,128

0 0.01 0.01 0.03 mi

0 0.01 0.02 0.04 km

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

**Public Works Committee** **4.**

**Meeting Date:** 04/13/2026

**Initiator:** Sarah Winkle, Director of Planning and Community Development

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**Information**

**AGENDA ITEM TITLE:**

Hold a Public Hearing and consider approval of Resolution No. 3076, amending the Future Land Use Map, for the property located at 510 South 7th Street, or take other necessary action. (Sarah Winkle)

**LEGAL DESCRIPTION:**

A part of Lots 7, 8 and 18 and alleys vacated under Ordinance No.243-A in Block 57 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma, more particularly described as follows, to-wit:
Beginning at a point in the westerly line of said Lot 8, which is the easterly line of Division Boulevard, 70 feet southerly from the northwest comer of said Lot 7; thence eastwardly by a straight line passing through a point in the easterly line of said Lot 7 that is 40 feet southerly from the northeast corner of said Lot 7 for a distance of 170 feet that is 40 feet to a point in the center line of the north and south alley vacated under said ordinance; thence northwardly along said center line for a distance of 50 feet more or less to an intersection with the center line of the east and west alley vacated under said ordinance; thence eastwardly along said center line of said east and west alley for a distance of 129 feet more or less, to an intersection with the extension southwardly of the westerly line of Lot 3 in Block 57; thence southwardly along said extension southwardly of the westerly line of said Lot 3 for a distance of 32 feet more or less to a point. 40 feet northwardly from and radially to the existing center line of the main track of the Midland Valley Railroad Company; thence westwardly on a curve to the left and 40 feet northwardly from and concentric with said existing center line for a distance of 322 feet more or less to a point in the westerly line of said Lot 8 which is said easterly line of Division Boulevard; thence northwardly for a distance of 45 feet more or less to the point of beginning AND all that part of the east-west alley lying west of the extension of the east line of Lot 4 and lying 110 feet east of the west block line
And
A part of the west 16 feet of Lot 5 and a part of the east 66 feet of the north 140 feet of Lot 6 in Block 57 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma, more particularly described as follows, to-wit:
Beginning at the northeast comer of said Lot 6;, thence running southerly along the easterly line of said Lot 6 a distance of 140 feet; thence westerly and parallel with the northerly line of said Lot 6 a distance of 59.4 feet; thence northerly in a straight line to a point in the northerly line of said Lot 6 a distance of ·66 feet westerly from the northeast corner of said Lot 6; thence along the northerly line of said Lot 6 to the place of beginning
And a part of Lot 5 in said Block 57 more particularly described as follows, to-wit:
Beginning on the -south line of said Lot 5 at a point 112 feet west from the southeast corner of said Lot 5; thence running west along the south line of Lot 5 a distance of 16 feet to the southwest corner of said Lot 5; thence northerly along the west line of said Lot 5 to the northwest comer of said Lot .5; thence easterly along the northerly line of said Lot 5 a distance of 2/ l O feet; thence south in a direct line to the point of beginning
And all additions to the portion of Lot 5 because of Ordinance No. 243-A closing east and west alley
And

Lot 1 and a part of Lot 2 in Block 101 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma, more particularly described as follows, to wit:
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And
A part of Lot 2 in Block 101 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma, more particularly described as follows, to-wit:
Beginning at a point in the northerly line of said Lot 65 .3 feet easterly from the northwest corner thereof; thence easterly along the northerly line of said lot a distance of 60 feet; thence southerly, to a point in-the southerly line of said Lot .129 feet easterly from the southwest comer thereof; thence westerly along the southerly line of said lot a distance of 45 feet; thence northerly to the place of beginning
And
The westerly 60.2 feet of the southerly 111.1 feet of Lot 6 in Block 164 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma
And
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Beginning at the southwest comer of said Lot 7; thence northerly along the west line of said Lot 7 for a distance of 37.5 feet; thence easterly on a line making an angle of 86°40' with said west line of Lot 7 for a distance of 70 feet; thence easterly for a distance of 71.1 feet to a point on the east line of Lot 7 at a distance of 30 feet from the southeast corner of said Lot 7; thence southerly along said east line for a distance of 30 feet; thence westerly along the south line of Lot 7 for a distance of 141. 7 feet to the point of beginning
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thence westerly for a distance of 71.5 feet; thence easterly on a line making an angle 86°40' with the west line of Lot 7 and for a distance of 70.0 feet to a point on the west
line of Lot 7 and 75.0 from the southwest corner of Lot 7; thence southerly along the west line of Lot 7 for a distance of 37.5 feet to the point of beginning and subject to an easement covering the following:
Beginning at a point on the east line of Lot 7 60 feet northerly from the southeast corner thereof; thence in a westerly direction for a distance of 71.5 feet to a point 44.06 feet south of the north line of said Lot 7; thence easterly to a point on the east line of said Lot 7 and 49 feet 'northerly from the southeast comer of said Lot 7; thence northerly along said east line for a distance of 11 feet to the point of beginning.
And
Lots 19, 20, 21, 22 and 23 in BURFORD SUBDIVISION of Lot 6 in Block 57 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma
And

Lot 4 in Block 57 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma
And
The easterly 112 feet of Lot 5 in Block 57 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma and the north half of the vacated alley lying immediately south of the easterly 112 feet of Lot 5 in Block 57 and a part of Lots 7 and 8 in Block 57, more particularly described as follows: Beginning at the northwest corner of said Lot 7; thence south on the west line of said Lots 7 and 8 for a distance of 70 feet; thence in a northeasterly ·direction to a point in the easterly line of said Lot 7 that is a distance of 40 feet southerly from the northeast comer of said Lot 7; thence in a northerly direction along the easterly line of said Lot 7 to the northeast comer of said Lot 7; thence westerly, along the northerly line of said Lot 7 to the point of beginning and the southerly one half of the east and west alley lying immediately north of said Lot 7 and the westerly one half of the north and south alley lying immediately east of the portion of Lot 7 above described

**BACKGROUND:**

We are requesting an amendment to the Future Land Use Map for the property located at 510 S. 7th Street. The Future Land Use Map currently shows this as Traditional Residential. The applicant (Golden Rule) has requested a rezone of the property located at 510 S. 7th Street from R-1 Single Family Residential to C-1 Local Commercial. The proposed use of the property will be for the establishment of an Adult Day Center in a portion of the existing building. The request does not conform to the 2025 Muskogee Comprehensive Plan and Future Land Use Map.

**Planning Department Analysis**

- Current Zoning & Use
  - R-1 Single Family Residential
  - Vacant Land - Partial Commercial Building
- Proposed Zoning & Use
  - C-1 Local Commercial
  - Commercial Use
- Street Address: 510 South 7th Street

Surrounding Zoning & Land Use
North: R-4. Multi-Family, Parking Lot
East: R-1. Single Family, Vacant
South: R-1. Single Family, Vacant
West: R-1. Single Family, Vacant

**RECOMMENDED STAFF ACTION:**

Approve Resolution 3076, a Land Use Map Amendment.

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**Fiscal Impact**

**Attachments**

Resolution
Future Land Use Map
Zoning Map

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RESOLUTION NO. 3076

A RESOLUTION APPROVING AN AMENDMENT TO THE FUTURE LAND USE MAP FOR THE CITY OF MUSKOGEE FROM R-1 SINGLE FAMILY RESIDENTIAL DISTRICT TO C-1 LOCAL COMMERCIAL DISTRICT.

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

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

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

WHEREAS, the Future Land Use Map recognizes that changes may occur in the community which may cause the necessity of amending said plan; and, WHEREAS, a public hearing has been held on MARCH 19, 2026, before the City Planning Commission in a Special Call session on the property described in Section 1 hereof; and

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

SECTION 1. An amendment to the Future Land Use Map from R-1 SINGLE FAMILY RESIDENTIAL DISTRICT TO C-1 LOCAL COMMERCIAL DISTRICT located on the tract of land described as:

**A part of Lots 7, 8 and 18 and alleys vacated under Ordinance No.243-A in Block 57 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma, more particularly described as follows, to-wit:**
**Beginning at a point in the westerly line of said Lot 8, which is the easterly line of Division Boulevard, 70 feet southerly from the northwest comer of said Lot 7; thence eastwardly by a straight line passing through a point in the easterly line of said Lot 7 that is 40 feet southerly from the northeast corner of said Lot 7 for a distance of 170 feet that is 40 feet to a point in the center line of the north and south alley vacated under said ordinance; thence northwardly along said center line for a distance of 50 feet more or less to an intersection with the center line of the east and west alley vacated under said ordinance; thence eastwardly along said center line of said east and west alley for a distance of 129 feet more or less, to an intersection with the extension southwardly of the westerly line of Lot 3 in Block 57; thence southwardly along said extension southwardly of the westerly line of said Lot 3 for a distance of 32 feet more or less to a point. 40 feet northwardly from and radially to the existing center line of the main track of the Midland Valley Railroad Company; thence westwardly on a curve to the left and 40 feet northwardly from and concentric with said existing center line for a distance of 322 feet more or less to a point in the westerly line of said Lot 8 which is said easterly line of Division Boulevard; thence northwardly for a distance of 45 feet more or less to the point of beginning AND all that part of the east-west alley lying west of the extension of the east line of Lot 4 and lying 110 feet east of the west block line**
**And**

**A part of the west 16 feet of Lot 5 and a part of the east 66 feet of the north 140 feet of Lot 6 in Block 57 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma, more particularly described as follows, to-wit:**
**Beginning at the northeast comer of said Lot 6;, thence running southerly along the easterly line of said Lot 6 a distance of 140 feet; thence westerly and parallel with the northerly line of said Lot 6 a distance of 59.4 feet; thence northerly in a straight line to a point in the northerly line of said Lot 6 a distance of ·66 feet westerly from the northeast corner of said Lot 6; thence along the northerly line of said Lot 6 to the place of beginning**
**And a part of Lot 5 in said Block 57 more particularly described as follows, to-wit:**
**Beginning on the -south line of said Lot 5 at a point 112 feet west from the southeast corner of said Lot 5; thence running west along the south line of Lot 5 a distance of 16 feet to the southwest corner of said Lot 5; thence northerly along the west line of said Lot 5 to the northwest comer of said Lot .5; thence easterly along the northerly line of said Lot 5 a distance of 2/ l O feet; thence south in a direct line to the point of beginning**
**And all additions to the portion of Lot 5 because of Ordinance No. 243-A closing east and west alley**
**And**
**Lot 1 and a part of Lot 2 in Block 101 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma, more particularly described as follows, to wit:**
**Beginning at the northeast comer of said Lot 1; thence westerly along the northerly line of Lots 1 and 289 feet; thence southerly through Lot 2 to a point on the south line of Lot 284.8 feet westerly of the southeast comer of Lot 1; thence easterly along the south line of Lots 1 and 2 to the southeast corner of Lot 1; thence northerly along the east line of Lot 1 to the place of beginning**
**And**
**A part of Lot 2 in Block 101 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma, more particularly described as follows, to-wit:**
**Beginning at a point in the northerly line of said Lot 65 .3 feet easterly from the northwest corner thereof; thence easterly along the northerly line of said lot a distance of 60 feet; thence southerly, to a point in-the southerly line of said Lot .129 feet easterly from the southwest comer thereof; thence westerly along the southerly line of said lot a distance of 45 feet; thence northerly to the place of beginning**
**And**
**The westerly 60.2 feet of the southerly 111.1 feet of Lot 6 in Block 164 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma**
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**thence westerly for a distance of 71.5 feet; thence easterly on a line making an angle 86°40' with the west line of Lot 7 and for a distance of 70.0 feet to a point on the west line of Lot 7 and 75.0 from the southwest corner of Lot 7; thence southerly along the west line of Lot 7 for a distance of 37.5 feet to the point of beginning and subject to an easement covering the following: Beginning at a point on the east line of Lot 7 60 feet northerly from the southeast corner thereof; thence in a westerly direction for a distance of 71.5 feet to a point 44.06 feet south of the north line of said Lot 7; thence easterly to a point on the east line of said Lot 7 and 49 feet 'northerly from the southeast comer of said Lot 7; thence northerly along said east line for a distance of 11 feet to the point of beginning.**

**And**

**Lots 19, 20, 21, 22 and 23 in BURFORD SUBDIVISION of Lot 6 in Block 57 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma**

**And**

**Lot 4 in Block 57 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma**

**And**

**The easterly 112 feet of Lot 5 in Block 57 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma and the north half of the vacated alley lying immediately south of the easterly 112 feet of Lot 5 in Block 57 and a part of Lots 7 and 8 in Block 57, more particularly described as follows: Beginning at the northwest corner of said Lot 7; thence south on the west line of said Lots 7 and 8 for a distance of 70 feet; thence in a northeasterly ·direction to a point in the easterly line of said Lot 7 that is a distance of 40 feet southerly from the northeast comer of said Lot 7; thence in a northerly direction along the easterly line of said Lot 7 to the northeast comer of said Lot 7; thence westerly, along the northerly line of said Lot 7 to the point of beginning and the southerly one half of the east and west alley lying immediately north of said Lot 7 and the westerly one half of the north and south alley lying immediately east of the portion of Lot 7 above described**

PASSED and APPROVED by the Mayor and Council of the City of Muskogee this _____ day of MARCH 2026.

_____
W. PATRICK CALE, MAYOR

ATTEST:

_____
TAMMY L. TRACY, CITY CLERK

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

_____

_____
KATRINA BODENHAMER, CITY ATTORNEY

# Future Land Use Map



# City of Muskogee Zoning Map




2/18/2026

Zoning Districts
- R-1
- R-4
- R-5
- C-2
- CBD
- I-1
- POS

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

Citations
30cm Resolution Metadata

1:1,128

0 0.01 0.01 0.03 mi

0 0.01 0.02 0.04 km

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

**Public Works Committee** **5.**

**Meeting Date:** 04/13/2026

**Initiator:** Sarah Winkle, Director of Planning and Community Development

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**Information**

**AGENDA ITEM TITLE:**

Hold a Public Hearing and consider approval of Ordinance No. 4293-A, a request to rezone the property located at 510 South 7th Street, rezoning the property from R-1, Single Family Residential, to C-1, Local Commercial, and if approved, authorize Staff to update the Official Zoning Map of the City, or take other necessary action. (Sarah Winkle)

**LEGAL DESCRIPTION:**

A part of Lots 7, 8 and 18 and alleys vacated under Ordinance No.243-A in Block 57 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma, more particularly described as follows, to-wit:
Beginning at a point in the westerly line of said Lot 8, which is the easterly line of Division Boulevard, 70 feet southerly from the northwest comer of said Lot 7; thence eastwardly by a straight line passing through a point in the easterly line of said Lot 7 that is 40 feet southerly from the northeast corner of said Lot 7 for a distance of 170 feet that is 40 feet to a point in the center line of the north and south alley vacated under said ordinance; thence northwardly along said center line for a distance of 50 feet more or less to an intersection with the center line of the east and west alley vacated under said ordinance; thence eastwardly along said center line of said east and west alley for a distance of 129 feet more or less, to an intersection with the extension southwardly of the westerly line of Lot 3 in Block 57; thence southwardly along said extension southwardly of the westerly line of said Lot 3 for a distance of 32 feet more or less to a point. 40 feet northwardly from and radially to the existing center line of the main track of the Midland Valley Railroad Company; thence westwardly on a curve to the left and 40 feet northwardly from and concentric with said existing center line for a distance of 322 feet more or less to a point in the westerly line of said Lot 8 which is said easterly line of Division Boulevard; thence northwardly for a distance of 45 feet more or less to the point of beginning AND all that part of the east-west alley lying west of the extension of the east line of Lot 4 and lying 110 feet east of the west block line
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**BACKGROUND:**

The applicant has requested a rezone of the property located at 510 S. 7th Street from R-1 Single Family Residential to C-1 Local Commercial. The proposed use of the property will be for the establishment of an Adult Day Center in a portion of the existing building. The request does not conform to the 2025 Muskogee Comprehensive Plan and Future Land use Plan.

**Planning Department Analysis**

- Current Zoning & Use
  - R-1 Single Family Residential
  - Vacant Land
- Proposed Zoning & Use
  - C-1 Local Commercial
  - Commercial Use
- Street Address: 510 South 7th Street

Surrounding Zoning & Land Use
North: R-4. Multi-Family, Parking Lot
East: R-1. Single Family, Vacant
South: R-1. Single Family, Vacant
West: R-1. Single Family, Vacant

**RECOMMENDED STAFF ACTION:**

Approve Ordinance 4293-A, a Rezone Request.

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**Fiscal Impact**

**Attachments**

Staff Report
Ordinance
Zoning Map
Survey

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MUSKOGEE
Planning Department

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

# Planning & Community Development Staff Report

Agenda Item Title:
Hold a public hearing and consider a recommendation to the City Council of the City of Muskogee to approve Ordinance 4293-A, a rezone request for the property located at 510 South 7th Street rezoning the property from R-1 Single Family Residential to C-1 Local Commercial, and if approved, authorize staff to update the official city map. (Sarah Winkle)

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

1. **City of Muskogee Special Call Planning & Zoning Commission on March 19, 2026 at 9:00 A.M.**
2. **City of Muskogee City Council on March 23, 2026 at 5:30 P.M.**

A Special Call public hearing will be conducted at the Planning & Zoning Commission meeting. The notice was published in the Muskogee Daily Phoenix no later than February 28, 2026 for a circulation period of 20 days, and all property owners within a 300 foot radius of the property were noticed.

Legal Description:
**A part of Lots 7, 8 and 18 and alleys vacated under Ordinance No.243-A in Block 57 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma, more particularly described as follows, to-wit:**
**Beginning at a point in the westerly line of said Lot 8, which is the easterly line of Division Boulevard, 70 feet southerly from the northwest comer of said Lot 7; thence eastwardly by a straight line passing through a point in the easterly line of said Lot 7 that is 40 feet southerly from the northeast corner of said Lot 7 for a distance of 170 feet that is 40 feet to a point in the center line of the north and south alley vacated under said ordinance; thence northwardly along said center line for a distance of 50 feet more or less to an intersection with the center line of the east and west alley vacated under said ordinance; thence eastwardly along said center line of said east and west alley for a distance of 129 feet more or less, to an intersection with the extension southwardly of the westerly line of Lot 3 in Block 57; thence southwardly**

229 W. Okmulgee
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along said extension southwardly of the westerly line of said Lot 3 for a distance of 32 feet more or less to a point. 40 feet northwardly from and radially to the existing center line of the main track of the Midland Valley Railroad Company; thence westwardly on a curve to the left and 40 feet northwardly from and concentric with said existing center line for a distance of 322 feet more or less to a point in the wester! y line of said Lot 8 which is said easterly line of Division Boulevard; thence northwardly for a distance of 45 feet more or less to the point of beginning AND all that part of the east-west alley lying west of the extension of the east line of Lot 4 and lying 110 feet east of the west block line

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**And**

**The westerly 60.2 feet of the southerly 111.1 feet of Lot 6 in Block 164 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma**

**And**
**A part of Lot 7 in Block 164 in the~ City of Muskogee, according to ·the official· plat thereof, Muskogee County, Oklahoma, more particularly described as follows, to-wit:**
**Beginning at the southwest comer of said Lot 7; thence northerly along the west line of said Lot 7 for a distance of 37.5 feet; thence easterly on a line making an angle of 86°40' with said west line of Lot 7 for a distance of 70 feet; thence easterly for a distance of 71.1 feet to a point on the east line of Lot 7 at a distance of 30 feet from the southeast corner of said Lot 7; thence southerly**

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Muskogee, OK 74401
(918) 684-6232

**along said east line for a distance of 30 feet; thence westerly along the south line of Lot 7 for a distance of 141. 7 feet to the point of beginning**

**And**
**The westerly 60.2 feet of the southerly 111.1 feet of Lot 6 in Block 164 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma**

**And**

**A part of Lot 7 in Block 164 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma, more particularly described as follows, to-wit:**
**Beginning at a point on the west line of Lot 7 in Block 164 in the City of Muskogee at a distance of 37 .5 feet from the southwest corner of Lot 7; thence easterly on a line making an angle of 86°40' with said west line of Lot 7 for a distance of 70.0 feet; thence easterly for a distance of 71.1 feet to a point on the east line of Lot 7 30.0 feet from the southeast corner of Lot 7; thence northerly along the east line of Lot 7 for a distance of 30.0 feet;**
**thence westerly for a distance of 71.5 feet; thence easterly on a line making an angle 86°40' with the west line of Lot 7 and for a distance of 70.0 feet to a point on the west**
**line of Lot 7 and 75.0 from the southwest corner of Lot 7; thence southerly along the west line of Lot 7 for a distance of 37.5 feet to the point of beginning and subject to an easement covering the following: Beginning at a point on the east line of Lot 7 60 feet northerly from the southeast corner thereof; thence in a westerly direction for a distance of 71.5 feet to a point 44.06 feet south of the north line of said Lot 7; thence easterly to a point on the east line of said Lot 7 and 49 feet 'northerly from the southeast comer of said Lot 7; thence northerly along said east line for a distance of 11 feet to the point of beginning.**

**And**

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**Lots 19, 20, 21, 22 and 23 in BURFORD SUBDIVISION of Lot 6 in Block 57 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma**

**And**

**Lot 4 in Block 57 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma**

**And**

**The easterly 112 feet of Lot 5 in Block 57 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma and the north half of the vacated alley lying immediately south of the easterly 112 feet of Lot 5 in Block 57 and a part of Lots 7 and 8 in Block 57, more particularly described as follows: Beginning at the northwest corner of said Lot 7; thence south on the west line of said Lots 7 and 8 for a distance of 70 feet; thence in a northeasterly ·direction to a point in the easterly line of said Lot 7 that is a distance of 40 feet southerly from the northeast comer of said Lot 7; thence in a northerly direction along the easterly line of said Lot 7 to the northeast comer of said Lot 7; thence westerly, along the northerly line of said Lot 7 to the point of beginning and the southerly one half of the east and west alley lying immediately north of said Lot 7 and the westerly one half of the north and south alley lying immediately east of the portion of Lot 7 above described**

Background:

## Planning Department Analysis

- Current Zoning & Use
  - R-1 Single Family Residential
  - Vacant Land
- Proposed Zoning & Use
  - C-1 Local Commercial
  - Commercial Use
- Street Address: 510 South 7th Street

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Muskogee, OK 74401
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Surrounding Zoning & Land Use

North: R-4. Multi-Family, Parking Lot
East: R-1. Single Family, Vacant
South: R-1. Single Family, Vacant
West: R-1. Single Family, Vacant

Discussion

The applicant has requested a rezone of the property located at 510 S. 7th Street from R-1 Single Family Residential to C-1 Local Commercial. The proposed use of the property will be for the establishment of an Adult Day Center in a portion of the existing building. The request does not conform to the 2025 Muskogee Comprehensive Plan and Future Land use Plan.

**RECOMMENDATION:** Recommend approval of Ordinance 4293-A to City Council, a Rezone Request.

City of Muskogee Zoning Map



# ORDINANCE NO. 4293-A

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF MUSKOGEE AS PROVIDED BY CHAPTER 90, SECTION 01-03, OF THE MUSKOGEE CITY CODE, SEPTEMBER 2014, BY RE-ZONING PROPERTY LOCATED AT 510 SOUTH 7th STREET. THE TRACT OF LAND IS IN THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 15 NORTH, RANGE 18 EAST OF THE INDIAN BASE AND MERIDIAN, MUSKOGEE COUNTY, STATE OF OKLAHOMA. CONTAINING 0.37 ACRES MORE OR LESS, AND PROVIDING FOR SEVERABILITY. THE PROPERTY IS MORE PARTICULARLY DESCRIBED AS:

A part of Lots 7, 8 and 18 and alleys vacated under Ordinance No.243-A in Block 57 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma, more particularly described as follows, to-wit:
Beginning at a point in the westerly line of said Lot 8, which is the easterly line of Division Boulevard, 70 feet southerly from the northwest comer of said Lot 7; thence eastwardly by a straight line passing through a point in the easterly line of said Lot 7 that is 40 feet southerly from the northeast corner of said Lot 7 for a distance of 170 feet that is 40 feet to a point in the center line of the north and south alley vacated under said ordinance; thence northwardly along said center line for a distance of 50 feet more or less to an intersection with the center line of the east and west alley vacated under said ordinance; thence eastwardly along said center line of said east and west alley for a distance of 129 feet more or less, to an intersection with the extension southwardly of the westerly line of Lot 3 in Block 57; thence southwardly along said extension southwardly of the westerly line of said Lot 3 for a distance of 32 feet more or less to a point. 40 feet northwardly from and radially to the existing center line of the main track of the Midland Valley Railroad Company; thence westwardly on a curve to the left and 40 feet northwardly from and concentric with said existing center line for a distance of 322 feet more or less to a point in the wester! y line of said Lot 8 which is said easterly line of Division Boulevard; thence northwardly for a distance of 45 feet more or less to the point of beginning AND all that part of the east-west alley lying west of the extension of the east line of Lot 4 and lying 110 feet east of the west block line
And
A part of the west 16 feet of Lot 5 and a part of the east 66 feet of the north 140 feet of Lot 6 in Block 57 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma, more particularly described as follows, to-wit:
Beginning at the northeast comer of said Lot 6;, thence running southerly along the easterly line of said Lot 6 a distance of 140 feet; thence westerly and parallel with the northerly line of said Lot 6 a distance of 59.4 feet; thence northerly in a straight line to a point in the northerly line of said Lot 6 a distance of ·66 feet westerly from the northeast corner of said Lot 6; thence along the northerly line of said Lot 6 to the place of beginning
And a part of Lot 5 in said Block 57 more particularly described as follows, to-wit:
Beginning on the -south line of said Lot 5 at a point 112 feet west from the southeast corner of said Lot 5; thence running west along the south line of Lot 5 a distance of 16 feet to the southwest corner of said Lot 5; thence northerly along the west line of said Lot 5 to the northwest comer of said Lot .5; thence easterly along the northerly line of said

Lot 5 a distance of 2/ l O feet; thence south in a direct line to the point of beginning
And all additions to the portion of Lot 5 because of Ordinance No. 243-A closing east and west alley
And
Lot 1 and a part of Lot 2 in Block 101 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma, more particularly described as follows, to wit:
Beginning at the northeast comer of said Lot 1; thence westerly along the northerly line of Lots 1 and 289 feet; thence southerly through Lot 2 to a point on the south line of Lot 284.8 feet westerly of the southeast comer of Lot 1; thence easterly along the south line of Lots 1 and 2 to the southeast corner of Lot 1; thence northerly along the east line of Lot 1 to the place of beginning
And
A part of Lot 2 in Block 101 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma, more particularly described as follows, to-wit:
Beginning at a point in the northerly line of said Lot 65 .3 feet easterly from the northwest corner thereof; thence easterly along the northerly line of said lot a distance of 60 feet; thence southerly, to a point in-the southerly line of said Lot .129 feet easterly from the southwest comer thereof; thence westerly along the southerly line of said lot a distance of 45 feet; thence northerly to the place of beginning
And
The westerly 60.2 feet of the southerly 111.1 feet of Lot 6 in Block 164 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma
And
A part of Lot 7 in Block 164 in the~ City of Muskogee, according to ·the official· plat thereof, Muskogee County, Oklahoma, more particularly described as follows, to-wit:
Beginning at the southwest comer of said Lot 7; thence northerly along the west line of said Lot 7 for a distance of 37.5 feet; thence easterly on a line making an angle of 86°40' with said west line of Lot 7 for a distance of 70 feet; thence easterly for a distance of 71.1 feet to a point on the east line of Lot 7 at a distance of 30 feet from the southeast corner of said Lot 7; thence southerly along said east line for a distance of 30 feet; thence westerly along the south line of Lot 7 for a distance of 141. 7 feet to the point of beginning
And
The westerly 60.2 feet of the southerly 111.1 feet of Lot 6 in Block 164 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma
And
A part of Lot 7 in Block 164 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma, more particularly described as follows, to-wit:
Beginning at a point on the west line of Lot 7 in Block 164 in the City of Muskogee at a distance of 37 .5 feet from the southwest corner of Lot 7; thence easterly on a line making an angle of 86°40' with said west line of Lot 7 for a distance of 70.0 feet; thence easterly for a distance of 71.1 feet to a point on the east line of Lot 7 30.0 feet from the southeast corner of Lot 7; thence northerly along the east line of Lot 7 for a distance of 30.0 feet; thence westerly for a distance of 71.5 feet; thence easterly on a line making an angle 86°40' with the west line of Lot 7 and for a distance of 70.0 feet to a point on the west line of Lot 7 and 75.0 from the southwest corner of Lot 7; thence southerly along the west line of Lot 7 for a distance of 37.5 feet to the point of beginning and subject to an

easement covering the following: Beginning at a point on the east line of Lot 7 60 feet northerly from the southeast corner thereof; thence in a westerly direction for a distance of 71.5 feet to a point 44.06 feet south of the north line of said Lot 7; thence easterly to a point on the east line of said Lot 7 and 49 feet 'northerly from the southeast comer of said Lot 7; thence northerly along said east line for a distance of 11 feet to the point of beginning.

And

Lots 19, 20, 21, 22 and 23 in BURFORD SUBDIVISION of Lot 6 in Block 57 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma

And

Lot 4 in Block 57 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma

And

The easterly 112 feet of Lot 5 in Block 57 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma and the north half of the vacated alley lying immediately south of the easterly 112 feet of Lot 5 in Block 57 and a part of Lots 7 and 8 in Block 57, more particularly described as follows: Beginning at the northwest corner of said Lot 7; thence south on the west line of said Lots 7 and 8 for a distance of 70 feet; thence in a northeasterly ·direction to a point in the easterly line of said Lot 7 that is a distance of 40 feet southerly from the northeast comer of said Lot 7; thence in a northerly direction along the easterly line of said Lot 7 to the northeast comer of said Lot 7; thence westerly, along the northerly line of said Lot 7 to the point of beginning and the southerly one half of the east and west alley lying immediately north of said Lot 7 and the westerly one half of the north and south alley lying immediately east of the portion of Lot 7 above described

(Golden Rule Industries, Inc., Applicant)

FROM R-1 SINGLE FAMILY RESIDENTIAL

TO
C-1 LOCAL COMMERCIAL

WHEREAS, the City of Muskogee Planning and Zoning Commission, in a Special Call meeting held MARCH 19, 2026, did recommend the approval of the rezoning of the property set out above in the title of the Ordinance, and did authorize the director of the Commission to advise the Council of the City of Muskogee of this recommendation, NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MUSKOGEE, OKLAHOMA,

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

A part of Lots 7, 8 and 18 and alleys vacated under Ordinance No.243-A in Block 57 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma, more particularly described as follows, to-wit:
Beginning at a point in the westerly line of said Lot 8, which is the easterly line of Division Boulevard, 70 feet southerly from the northwest comer of said Lot 7; thence

eastwardly by a straight line passing through a point in the easterly line of said Lot 7 that is 40 feet southerly from the northeast corner of said Lot 7 for a distance of 170 feet that is 40 feet to a point in the center line of the north and south alley vacated under said ordinance; thence northwardly along said center line for a distance of 50 feet more or less to an intersection with the center line of the east and west alley vacated under said ordinance; thence eastwardly along said center line of said east and west alley for a distance of 129 feet more or less, to an intersection with the extension southwardly of the westerly line of Lot 3 in Block 57; thence southwardly along said extension southwardly of the westerly line of said Lot 3 for a distance of 32 feet more or less to a point. 40 feet northwardly from and radially to the existing center line of the main track of the Midland Valley Railroad Company; thence westwardly on a curve to the left and 40 feet northwardly from and concentric with said existing center line for a distance of 322 feet more or less to a point in the wester! y line of said Lot 8 which is said easterly line of Division Boulevard; thence northwardly for a distance of 45 feet more or less to the point of beginning AND all that part of the east-west alley lying west of the extension of the east line of Lot 4 and lying 110 feet east of the west block line

And

A part of the west 16 feet of Lot 5 and a part of the east 66 feet of the north 140 feet of Lot 6 in Block 57 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma, more particularly described as follows, to-wit:
Beginning at the northeast comer of said Lot 6;, thence running southerly along the easterly line of said Lot 6 a distance of 140 feet; thence westerly and parallel with the northerly line of said Lot 6 a distance of 59.4 feet; thence northerly in a straight line to a point in the northerly line of said Lot 6 a distance of ·66 feet westerly from the northeast corner of said Lot 6; thence along the northerly line of said Lot 6 to the place of beginning

And a part of Lot 5 in said Block 57 more particularly described as follows, to-wit:
Beginning on the -south line of said Lot 5 at a point 112 feet west from the southeast corner of said Lot 5; thence running west along the south line of Lot 5 a distance of 16 feet to the southwest corner of said Lot 5; thence northerly along the west line of said Lot 5 to the northwest comer of said Lot .5; thence easterly along the northerly line of said Lot 5 a distance of 2/ l O feet; thence south in a direct line to the point of beginning
And all additions to the portion of Lot 5 because of Ordinance No. 243-A closing east and west alley

And

Lot 1 and a part of Lot 2 in Block 101 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma, more particularly described as follows, to wit:
Beginning at the northeast comer of said Lot 1; thence westerly along the northerly line of Lots 1 and 289 feet; thence southerly through Lot 2 to a point on the south line of Lot 284.8 feet westerly of the southeast comer of Lot 1; thence easterly along the south line of Lots 1 and 2 to the southeast corner of Lot 1; thence northerly along the east line of Lot 1 to the place of beginning

And

A part of Lot 2 in Block 101 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma, more particularly described as follows, to-wit:
Beginning at a point in the northerly line of said Lot 65 .3 feet easterly from the northwest corner thereof; thence easterly along the northerly line of said lot a distance of

60 feet; thence southerly, to a point in-the southerly line of said Lot .129 feet easterly from the southwest comer thereof; thence westerly along the southerly line of said lot a distance of 45 feet; thence northerly to the place of beginning

And

The westerly 60.2 feet of the southerly 111.1 feet of Lot 6 in Block 164 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma

And

A part of Lot 7 in Block 164 in the~ City of Muskogee, according to ·the official· plat thereof, Muskogee County, Oklahoma, more particularly described as follows, to-wit: Beginning at the southwest comer of said Lot 7; thence northerly along the west line of said Lot 7 for a distance of 37.5 feet; thence easterly on a line making an angle of 86°40' with said west line of Lot 7 for a distance of 70 feet; thence easterly for a distance of 71.1 feet to a point on the east line of Lot 7 at a distance of 30 feet from the southeast corner of said Lot 7; thence southerly along said east line for a distance of 30 feet; thence westerly along the south line of Lot 7 for a distance of 141. 7 feet to the point of beginning

And

The westerly 60.2 feet of the southerly 111.1 feet of Lot 6 in Block 164 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma

And

A part of Lot 7 in Block 164 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma, more particularly described as follows, to-wit: Beginning at a point on the west line of Lot 7 in Block 164 in the City of Muskogee at a distance of 37 .5 feet from the southwest corner of Lot 7; thence easterly on a line making an angle of 86°40' with said west line of Lot 7 for a distance of 70.0 feet; thence easterly for a distance of 71.1 feet to a point on the east line of Lot 7 30.0 feet from the southeast corner of Lot 7; thence northerly along the east line of Lot 7 for a distance of 30.0 feet; thence westerly for a distance of 71.5 feet; thence easterly on a line making an angle 86°40' with the west line of Lot 7 and for a distance of 70.0 feet to a point on the west line of Lot 7 and 75.0 from the southwest corner of Lot 7; thence southerly along the west line of Lot 7 for a distance of 37.5 feet to the point of beginning and subject to an easement covering the following: Beginning at a point on the east line of Lot 7 60 feet northerly from the southeast corner thereof; thence in a westerly direction for a distance of 71.5 feet to a point 44.06 feet south of the north line of said Lot 7; thence easterly to a point on the east line of said Lot 7 and 49 feet 'northerly from the southeast comer of said Lot 7; thence northerly along said east line for a distance of 11 feet to the point of beginning.

And

Lots 19, 20, 21, 22 and 23 in BURFORD SUBDIVISION of Lot 6 in Block 57 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma

And

Lot 4 in Block 57 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma

And

The easterly 112 feet of Lot 5 in Block 57 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma and the north half of the vacated alley lying immediately south of the easterly 112 feet of Lot 5 in Block 57 and a part of Lots 7 and 8 in Block 57, more particularly described as follows: Beginning at the northwest

corner of said Lot 7; thence south on the west line of said Lots 7 and 8 for a distance of 70 feet; thence in a northeasterly ·direction to a point in the easterly line of said Lot 7 that is a distance of 40 feet southerly from the northeast comer of said Lot 7; thence in a northerly direction along the easterly line of said Lot 7 to the northeast comer of said Lot 7; thence westerly, along the northerly line of said Lot 7 to the point of beginning and the southerly one half of the east and west alley lying immediately north of said Lot 7 and the westerly one half of the north and south alley lying immediately east of the portion of Lot 7 above described

FROM R-1 SINGLE FAMILY RESIDENTIAL

TO
C-1 LOCAL COMMERCIAL

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

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

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

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MUSKOGEE, OKLAHOMA, THIS _____ DAY OF MARCH, 2026.

_____

**W. PATRICK CALE, MAYOR**

ATTEST:

_____

**TAMMY L. TRACY, CITY CLERK**

(SEAL)

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

_____

**KATRINA BODENHAMER, CITY ATTORNEY**

# City of Muskogee Zoning Map




2/18/2026

Zoning Districts
- R-1
- R-4
- R-5
- C-2
- CBD
- I-1
- POS

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

Citations
30cm Resolution Metadata

1:1,128

0 0.01 0.01 0.03 mi

0 0.01 0.02 0.04 km

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

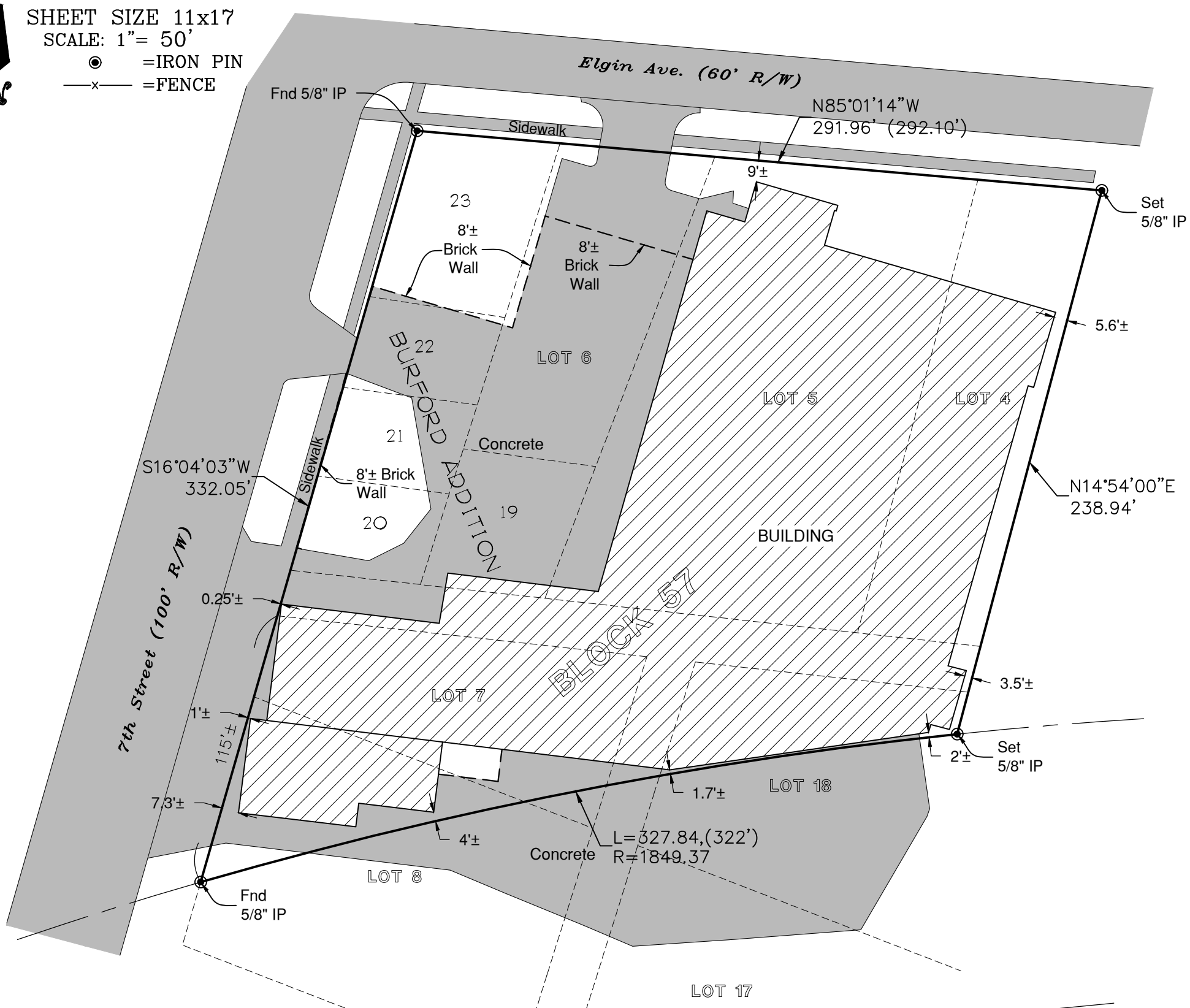
# PLAT OF SURVEY

THE FOLLOWING LEGAL DESCRIPTION WAS DERIVED FROM BOOK 4220, PAGE 275–276

Lots 19,20,21,22 and 23 of Burford Subdivision of Lot 6 in Block 57, City of Muskogee
AND
Lots 4, 5 and 6 in Block 57, City of Muskogee
AND
Part of Lots 7, 8 and 18 in Block 57, City of Muskogee lying 40 feet Northerly of the center line of the old main track of the Midland Valley Railroad Company,
more particularly described as follows:
Beginning at the Northwest corner of Lot 23 of Burford Subdivision of Lot 6 in Block 57, City of Muskogee, thence S16°04'03"W along the westerly line of said Block 57 a distance of 332.05 feet to a point on the west line of Lot 8 approximately 115.00 feet southwesterly of the Northwest corner of Lot 7;
thence easterly along a curve to the right and 40 feet northwardly from and concentric with the old main track of the Midland Valley Railroad Company having a radius of 1849.37 feet, an arc length of (327.84 feet measured, 322.00 feet record) and having a chord which bears N78°56'12"E a distance of 327.41 feet to the intersection with the extension southwardly of the easterly line of Lot 4, Block 57;
thence N14°54'00"E along said extension southwardly of the easterly line of Lot 4, a distance of 238.94 feet to the northeast corner of Lot 4;
thence N85°01'14"W along the northerly line of Block 57 a distance of (291.96 feet measured, 292.10 feet record) to the Point of Beginning,
all in Block 57, City of Muskogee, State of Oklahoma, including all vacated alleyways within and adjacent to the above described property, with the basis of bearing of this description being NAD83 Oklahoma State Plane, North Zone and prepared on 1/26/2026 by Tony Robison, LS #1686.

Containing 1.86 acres, more or less.

SHEET SIZE 11x17
SCALE: 1"= 50'
◉ =IRON PIN
—x— =FENCE




In compliance with state code, title 245-15-13-2-C-11 only easements and rights-of-way's provided to the surveyor are shown.

Bearings are based on NAD83 Oklahoma State Plane Coordinate System.

This survey was performed without the benefit of a title commitment being furnished and may contain easements or rights of ways not shown.

1/26/2026

TONY ROBISON, LAND SURVEYOR NO. 1686


**Heartland Surveying & Mapping, PLLC**
CA #4849
600 Emporia St., Ste."C"
Muskogee, Oklahoma 74401
(918) 682-7796


LICENSED PROFESSIONAL LAND SURVEYOR
TONY ROBISON 1686
OKLAHOMA

FOR: GOLDEN RULE

DATE: 1/26/2026

THIS SURVEY MEETS MINIMUM TECHNICAL SURVEY STANDARDS.

W.O.# 13588-2
SURVEYED BY: RT/PD
DRAWN BY: AM
Last Site Visit: 1/7/26

FILE NAME
Jan 26, 2026 - 2:45pm
S:\CAD -HEARTLAND-FILES\WO13588-2.dwg

**Public Works Committee** **6.**

**Meeting Date:** 04/13/2026

**Initiator:** Sarah Winkle, Director of Planning and Community Development

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**Information**

**AGENDA ITEM TITLE:**

Hold a Public Hearing and consider approval of Resolution No. 3078, amending the Future Land Use Map, for the property located at 627 Elgin Street, or take other necessary action. (Sarah Winkle)

**LEGAL DESCRIPTION:**

A part of Lots 7, 8 and 18 and alleys vacated under Ordinance No.243-A in Block 57 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma, more particularly described as follows, to-wit:
Beginning at a point in the westerly line of said Lot 8, which is the easterly line of Division Boulevard, 70 feet southerly from the northwest comer of said Lot 7; thence eastwardly by a straight line passing through a point in the easterly line of said Lot 7 that is 40 feet southerly from the northeast corner of said Lot 7 for a distance of 170 feet that is 40 feet to a point in the center line of the north and south alley vacated under said ordinance; thence northwardly along said center line for a distance of 50 feet more or less to an intersection with the center line of the east and west alley vacated under said ordinance; thence eastwardly along said center line of said east and west alley for a distance of 129 feet more or less, to an intersection with the extension southwardly of the westerly line of Lot 3 in Block 57; thence southwardly along said extension southwardly of the westerly line of said Lot 3 for a distance of 32 feet more or less to a point. 40 feet northwardly from and radially to the existing center line of the main track of the Midland Valley Railroad Company; thence westwardly on a curve to the left and 40 feet northwardly from and concentric with said existing center line for a distance of 322 feet more or less to a point in the westerly line of said Lot 8 which is said easterly line of Division Boulevard; thence northwardly for a distance of 45 feet more or less to the point of beginning AND all that part of the east-west alley lying west of the extension of the east line of Lot 4 and lying 110 feet east of the west block line
And
A part of the west 16 feet of Lot 5 and a part of the east 66 feet of the north 140 feet of Lot 6 in Block 57 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma, more particularly described as follows, to-wit:
Beginning at the northeast comer of said Lot 6;, thence running southerly along the easterly line of said Lot 6 a distance of 140 feet; thence westerly and parallel with the northerly line of said Lot 6 a distance of 59.4 feet; thence northerly in a straight line to a point in the northerly line of said Lot 6 a distance of ·66 feet westerly from the northeast corner of said Lot 6; thence along the northerly line of said Lot 6 to the place of beginning
And a part of Lot 5 in said Block 57 more particularly described as follows, to-wit:
Beginning on the -south line of said Lot 5 at a point 112 feet west from the southeast corner of said Lot 5; thence running west along the south line of Lot 5 a distance of 16 feet to the southwest corner of said Lot 5; thence northerly along the west line of said Lot 5 to the northwest comer of said Lot .5; thence easterly along the northerly line of said Lot 5 a distance of 2/ l O feet; thence south in a direct line to the point of beginning
And all additions to the portion of Lot 5 because of Ordinance No. 243-A closing east and west alley
And

Lot 1 and a part of Lot 2 in Block 101 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma. more particularly described as follows, to wit:
Beginning at the northeast comer of said Lot 1; thence westerly along the northerly line of Lots 1 and 289 feet; thence southerly through Lot 2 to a point on the south line of Lot 284.8 feet westerly of the southeast comer of Lot 1; thence easterly along the south line of Lots 1 and 2 to the southeast corner of Lot 1; thence northerly along the east line of Lot 1 to the place of beginning
And
A part of Lot 2 in Block 101 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma, more particularly described as follows, to-wit:
Beginning at a point in the northerly line of said Lot 65 .3 feet easterly from the northwest corner thereof; thence easterly along the northerly line of said lot a distance of 60 feet; thence southerly, to a point in-the southerly line of said Lot .129 feet easterly from the southwest comer thereof; thence westerly along the southerly line of said lot a distance of 45 feet; thence northerly to the place of beginning
And
The westerly 60.2 feet of the southerly 111.1 feet of Lot 6 in Block 164 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma
And
A part of Lot 7 in Block 164 in the~ City of Muskogee, according to ·the official· plat thereof, Muskogee County, Oklahoma, more particularly described as follows, to-wit:
Beginning at the southwest comer of said Lot 7; thence northerly along the west line of said Lot 7 for a distance of 37.5 feet; thence easterly on a line making an angle of 86°40' with said west line of Lot 7 for a distance of 70 feet; thence easterly for a distance of 71.1 feet to a point on the east line of Lot 7 at a distance of 30 feet from the southeast corner of said Lot 7; thence southerly along said east line for a distance of 30 feet; thence westerly along the south line of Lot 7 for a distance of 141. 7 feet to the point of beginning
And
The westerly 60.2 feet of the southerly 111.1 feet of Lot 6 in Block 164 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma
And
A part of Lot 7 in Block 164 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma, more particularly described as follows, to-wit:
Beginning at a point on the west line of Lot 7 in Block 164 in the City of Muskogee at a distance of 37 .5 feet from the southwest corner of Lot 7; thence easterly on a line making an angle of 86°40' with said west line of Lot 7 for a distance of 70.0 feet; thence easterly for a distance of 71.1 feet to a point on the east line of Lot 7 30.0 feet from the southeast corner of Lot 7; thence northerly along the east line of Lot 7 for a distance of 30.0 feet;
thence westerly for a distance of 71.5 feet; thence easterly on a line making an angle 86°40' with the west line of Lot 7 and for a distance of 70.0 feet to a point on the west
line of Lot 7 and 75.0 from the southwest corner of Lot 7; thence southerly along the west line of Lot 7 for a distance of 37.5 feet to the point of beginning and subject to an easement covering the following:
Beginning at a point on the east line of Lot 7 60 feet northerly from the southeast corner thereof; thence in a westerly direction for a distance of 71.5 feet to a point 44.06 feet south of the north line of said Lot 7; thence easterly to a point on the east line of said Lot 7 and 49 feet 'northerly from the southeast comer of said Lot 7; thence northerly along said east line for a distance of 11 feet to the point of beginning.
And
Lots 19, 20, 21, 22 and 23 in BURFORD SUBDIVISION of Lot 6 in Block 57 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma
And

Lot 4 in Block 57 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma
And
The easterly 112 feet of Lot 5 in Block 57 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma and the north half of the vacated alley lying immediately south of the easterly 112 feet of Lot 5 in Block 57 and a part of Lots 7 and 8 in Block 57, more particularly described as follows: Beginning at the northwest corner of said Lot 7; thence south on the west line of said Lots 7 and 8 for a distance of 70 feet; thence in a northeasterly ·direction to a point in the easterly line of said Lot 7 that is a distance of 40 feet southerly from the northeast comer of said Lot 7; thence in a northerly direction along the easterly line of said Lot 7 to the northeast comer of said Lot 7; thence westerly. along the northerly line of said Lot 7 to the point of beginning and the southerly one half of the east and west alley lying immediately north of said Lot 7 and the westerly one half of the north and south alley lying immediately east of the portion of Lot 7 above described

**BACKGROUND:**

The applicant has requested a rezone of the property located at 627 Elgin Street from R-4 Multi-Family Residential and I-1 Light Industrial and to C-1 Local Commercial. The proposed use of the property will be for the establishment of an Adult Day Center in a portion of the existing building. The request does not conform to the 2025 Muskogee Comprehensive Plan and Future Land use Plan.

Planning Department Analysis

- Current Zoning & Use
  - I-1 Light Industrial and R-4 Multi-Family Residential
  - Industrial Use
- Proposed Zoning & Use
  - C-1 Local Commercial
  - Adult Day Center
- Street Address: 627 Elgin Street

Surrounding Zoning & Land Use
North: CBD Central Business District, Vacant
East: I-1 Light Industrial, Industrial
South: R-1. Single Family, Vacant Land
West: R-4. Multi-Family, Vacant Land

**RECOMMENDED STAFF ACTION:**

Approve Resolution 3078

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**Fiscal Impact**

**Attachments**

Resolution 3078
Zoning Map
Future Land Use Map

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RESOLUTION NO. 3078

A RESOLUTION APPROVING AN AMENDMENT TO THE FUTURE LAND USE MAP FOR THE CITY OF MUSKOGEE FROM AN “R-4” MULTI-FAMILY AND “I-1” LIGHT INDUSTRIAL TO “C-1” LOCAL COMMERCIAL.

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

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

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

WHEREAS, the Future Land Use Map recognizes that changes may occur in the community which may cause the necessity of amending said plan; and, WHEREAS, a public hearing has been held on APRIL 7, 2026, before the City Planning Commission on the property described in Section 1 hereof; and

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

SECTION 1. An amendment to the Future Land Use Map from an “R-4” MULTI-FAMILY AND “I-1” LIGHT INDUSTRIAL TO “C-1” LOCAL COMMERCIAL located on the tract of land described as:

> A part of Lots 7, 8 and 18 and alleys vacated under Ordinance No.243-A in Block 57 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma, more particularly described as follows, to-wit:
> Beginning at a point in the westerly line of said Lot 8, which is the easterly line of Division Boulevard, 70 feet southerly from the northwest comer of said Lot 7; thence eastwardly by a straight line passing through a point in the easterly line of said Lot 7 that is 40 feet southerly from the northeast corner of said Lot 7 for a distance of 170 feet that is 40 feet to a point in the center line of the north and south alley vacated under said ordinance; thence northwardly along said center line for a distance of 50 feet more or less to an intersection with the center line of the east and west alley vacated under said ordinance; thence eastwardly along said center line of said east and west alley for a distance of 129 feet more or less, to an intersection with the extension southwardly of the westerly line of Lot 3 in Block 57; thence southwardly along said extension southwardly of the westerly line of said Lot 3 for a distance of 32 feet more or less to a point. 40 feet northwardly from and radially to the existing center line of the main track of the Midland Valley Railroad Company; thence westwardly on a curve to the left and 40 feet northwardly from and concentric with said existing center line for a distance of 322 feet more or less to a point in the westerly line of said Lot 8 which is said easterly line of Division Boulevard; thence northwardly for a distance of 45 feet more or less to the point of beginning AND all that part of the east-west alley lying west of the extension of the east line of Lot 4 and lying 110 feet east of the west block line
> And

A part of the west 16 feet of Lot 5 and a part of the east 66 feet of the north 140 feet of Lot 6 in Block 57 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma, more particularly described as follows, to-wit:
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Lot 1 and a part of Lot 2 in Block 101 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma, more particularly described as follows, to wit:
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And

Lots 19, 20, 21, 22 and 23 in BURFORD SUBDIVISION of Lot 6 in Block 57 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma

And

Lot 4 in Block 57 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma

And

The easterly 112 feet of Lot 5 in Block 57 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma and the north half of the vacated alley lying immediately south of the easterly 112 feet of Lot 5 in Block 57 and a part of Lots 7 and 8 in Block 57, more particularly described as follows: Beginning at the northwest corner of said Lot 7; thence south on the west line of said Lots 7 and 8 for a distance of 70 feet; thence in a northeasterly ·direction to a point in the easterly line of said Lot 7 that is a distance of 40 feet southerly from the northeast comer of said Lot 7; thence in a northerly direction along the easterly line of said Lot 7 to the northeast comer of said Lot 7; thence westerly, along the northerly line of said Lot 7 to the point of beginning and the southerly one half of the east and west alley lying immediately north of said Lot 7 and the westerly one half of the north and south alley lying immediately east of the portion of Lot 7 above described

PASSED and APPROVED by the Mayor and Council of the City of Muskogee this _____ day of APRIL 2026.

_____
RYAN LOWE, MAYOR

ATTEST:

_____
TAMMY L. TRACY, CITY CLERK

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

_____

_____
KATRINA BODENHAMER, CITY ATTORNEY

# City of Muskogee Zoning Map




2/18/2026

Zoning Districts
- R-1
- R-4
- R-5
- C-2
- CBD
- I-1
- POS

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

Citations
30cm Resolution Metadata

1:1,128

0 0.01 0.01 0.03 mi

0 0.01 0.02 0.04 km

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

# Future Land Use Map



**Public Works Committee** **7.**

**Meeting Date:** 04/13/2026

**Initiator:** Sarah Winkle, Director of Planning and Community Development

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**Information**

**AGENDA ITEM TITLE:**

Hold a Public Hearing and consider approval of Ordinance No. 4296-A, a request to rezone the property located at 627 Elgin Street, rezoning the property from R-4, Multi-Family, and I-1, Light Industrial, to C-1, Local Commercial, and if approved, authorize Staff to update the Official Zoning Map of the City, or take other necessary action. (Sarah Winkle)

**LEGAL DESCRIPTION:**

A part of Lots 7, 8 and 18 and alleys vacated under Ordinance No.243-A in Block 57 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma, more particularly described as follows, to-wit:
Beginning at a point in the westerly line of said Lot 8, which is the easterly line of Division Boulevard, 70 feet southerly from the northwest comer of said Lot 7; thence eastwardly by a straight line passing through a point in the easterly line of said Lot 7 that is 40 feet southerly from the northeast corner of said Lot 7 for a distance of 170 feet that is 40 feet to a point in the center line of the north and south alley vacated under said ordinance; thence northwardly along said center line for a distance of 50 feet more or less to an intersection with the center line of the east and west alley vacated under said ordinance; thence eastwardly along said center line of said east and west alley for a distance of 129 feet more or less, to an intersection with the extension southwardly of the westerly line of Lot 3 in Block 57; thence southwardly along said extension southwardly of the westerly line of said Lot 3 for a distance of 32 feet more or less to a point. 40 feet northwardly from and radially to the existing center line of the main track of the Midland Valley Railroad Company; thence westwardly on a curve to the left and 40 feet northwardly from and concentric with said existing center line for a distance of 322 feet more or less to a point in the wester! y line of said Lot 8 which is said easterly line of Division Boulevard; thence northwardly for a distance of 45 feet more or less to the point of beginning AND all that part of the east-west alley lying west of the extension of the east line of Lot 4 and lying 110 feet east of the west block line
And
A part of the west 16 feet of Lot 5 and a part of the east 66 feet of the north 140 feet of Lot 6 in Block 57 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma, more particularly described as follows, to-wit:
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And a part of Lot 5 in said Block 57 more particularly described as follows, to-wit:
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A part of Lot 2 in Block 101 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma, more particularly described as follows, to-wit:
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And
The westerly 60.2 feet of the southerly 111.1 feet of Lot 6 in Block 164 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma
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A part of Lot 7 in Block 164 in the~ City of Muskogee, according to ·the official· plat thereof, Muskogee County, Oklahoma, more particularly described as follows, to-wit:
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thence westerly for a distance of 71.5 feet; thence easterly on a line making an angle 86°40' with the west line of Lot 7 and for a distance of 70.0 feet to a point on the west
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And

Lots 19, 20, 21, 22 and 23 in BURFORD SUBDIVISION of Lot 6 in Block 57 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma
And
Lot 4 in Block 57 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma
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The easterly 112 feet of Lot 5 in Block 57 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma and the north half of the vacated alley lying immediately south of the easterly 112 feet of Lot 5 in Block 57 and a part of Lots 7 and 8 in Block 57, more particularly described as follows: Beginning at the northwest corner of said Lot 7; thence south on the west line of said Lots 7 and 8 for a distance of 70 feet; thence in a northeasterly ·direction to a point in the easterly line of said Lot 7 that is a distance of 40 feet southerly from the northeast comer of said Lot 7; thence in a northerly direction along the easterly line of said Lot 7 to the northeast comer of said Lot 7; thence westerly. along the northerly line of said Lot 7 to the point of beginning and the southerly one half of the east and west alley lying immediately north of said Lot 7 and the westerly one half of the north and south alley lying immediately east of the portion of Lot 7 above described

**BACKGROUND:**

The applicant has requested a rezone of the property located at 627 Elgin Street from I-1 Light Industrial and R-4 Multi-Family Residential to C-1 Local Commercial. The proposed use of the property will be for the establishment of an Adult Day Center in a portion of the existing building. The request does not conform to the 2025 Muskogee Comprehensive Plan and Future Land use Plan.

Planning Department Analysis

- Current Zoning & Use
  - R-4 Multi-Family Residential
  - Commercial Use
- Proposed Zoning & Use
  - C-1 Local Commercial
  - Commercial Use
- Street Address: Southeast Elgin & 7th Street

Surrounding Zoning & Land Use
North: CBD. Central Business District, Vacant
East: R-4. Multi-Family, Parking Lot
South: R-1. Single Family, Commercial Use
West: C-2 General Commercial, Vacant Land

**RECOMMENDED STAFF ACTION:**

Approve Ordinance 4295-A

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**Fiscal Impact**

**Attachments**

Ordinance No. 4296-A
Staff Report
Zoning Map
Future Land Use Map

# ORDINANCE NO. 4296-A

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF MUSKOGEE AS PROVIDED BY CHAPTER 90, SECTION 01-03, OF THE MUSKOGEE CITY CODE, SEPTEMBER 2014, BY RE-ZONING PROPERTY LOCATED AT 627 ELGIN STREET. THE TRACT OF LAND IS IN THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 15 NORTH, RANGE 18 EAST OF THE INDIAN BASE AND MERIDIAN, MUSKOGEE COUNTY, STATE OF OKLAHOMA. CONTAINING 1.19 ACRES MORE OR LESS, AND PROVIDING FOR SEVERABILITY. THE PROPERTY IS MORE PARTICULARLY DESCRIBED AS:

A part of Lots 7, 8 and 18 and alleys vacated under Ordinance No.243-A in Block 57 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma, more particularly described as follows, to-wit:
Beginning at a point in the westerly line of said Lot 8, which is the easterly line of Division Boulevard, 70 feet southerly from the northwest comer of said Lot 7; thence eastwardly by a straight line passing through a point in the easterly line of said Lot 7 that is 40 feet southerly from the northeast corner of said Lot 7 for a distance of 170 feet that is 40 feet to a point in the center line of the north and south alley vacated under said ordinance; thence northwardly along said center line for a distance of 50 feet more or less to an intersection with the center line of the east and west alley vacated under said ordinance; thence eastwardly along said center line of said east and west alley for a distance of 129 feet more or less, to an intersection with the extension southwardly of the westerly line of Lot 3 in Block 57; thence southwardly along said extension southwardly of the westerly line of said Lot 3 for a distance of 32 feet more or less to a point. 40 feet northwardly from and radially to the existing center line of the main track of the Midland Valley Railroad Company; thence westwardly on a curve to the left and 40 feet northwardly from and concentric with said existing center line for a distance of 322 feet more or less to a point in the wester! y line of said Lot 8 which is said easterly line of Division Boulevard; thence northwardly for a distance of 45 feet more or less to the point of beginning AND all that part of the east-west alley lying west of the extension of the east line of Lot 4 and lying 110 feet east of the west block line
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Beginning at the northeast comer of said Lot 1; thence westerly along the northerly line of Lots 1 and 289 feet; thence southerly through Lot 2 to a point on the south line of Lot 284.8 feet westerly of the southeast comer of Lot 1; thence easterly along the south line of Lots 1 and 2 to the southeast corner of Lot 1; thence northerly along the east line of Lot 1 to the place of beginning
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Beginning at a point in the northerly line of said Lot 65 .3 feet easterly from the northwest corner thereof; thence easterly along the northerly line of said lot a distance of 60 feet; thence southerly, to a point in-the southerly line of said Lot .129 feet easterly from the southwest comer thereof; thence westerly along the southerly line of said lot a distance of 45 feet; thence northerly to the place of beginning
And
The westerly 60.2 feet of the southerly 111.1 feet of Lot 6 in Block 164 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma
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Beginning at the southwest comer of said Lot 7; thence northerly along the west line of said Lot 7 for a distance of 37.5 feet; thence easterly on a line making an angle of 86°40' with said west line of Lot 7 for a distance of 70 feet; thence easterly for a distance of 71.1 feet to a point on the east line of Lot 7 at a distance of 30 feet from the southeast corner of said Lot 7; thence southerly along said east line for a distance of 30 feet; thence westerly along the south line of Lot 7 for a distance of 141. 7 feet to the point of beginning
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Beginning at a point on the west line of Lot 7 in Block 164 in the City of Muskogee at a distance of 37 .5 feet from the southwest corner of Lot 7; thence easterly on a line making an angle of 86°40' with said west line of Lot 7 for a distance of 70.0 feet; thence easterly for a distance of 71.1 feet to a point on the east line of Lot 7 30.0 feet from the southeast corner of Lot 7; thence northerly along the east line of Lot 7 for a distance of 30.0 feet; thence westerly for a distance of 71.5 feet; thence easterly on a line making an angle 86°40' with the west line of Lot 7 and for a distance of 70.0 feet to a point on the west line of Lot 7 and 75.0 from the southwest corner of Lot 7; thence southerly along the west line of Lot 7 for a distance of 37.5 feet to the point of beginning and subject to an easement covering the following: Beginning at a point on the east line of Lot 7 60 feet

northerly from the southeast corner thereof; thence in a westerly direction for a distance of 71.5 feet to a point 44.06 feet south of the north line of said Lot 7; thence easterly to a point on the east line of said Lot 7 and 49 feet 'northerly from the southeast comer of said Lot 7; thence northerly along said east line for a distance of 11 feet to the point of beginning.
And
Lots 19, 20, 21, 22 and 23 in BURFORD SUBDIVISION of Lot 6 in Block 57 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma
And
Lot 4 in Block 57 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma
And
The easterly 112 feet of Lot 5 in Block 57 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma and the north half of the vacated alley lying immediately south of the easterly 112 feet of Lot 5 in Block 57 and a part of Lots 7 and 8 in Block 57, more particularly described as follows: Beginning at the northwest corner of said Lot 7; thence south on the west line of said Lots 7 and 8 for a distance of 70 feet; thence in a northeasterly ·direction to a point in the easterly line of said Lot 7 that is a distance of 40 feet southerly from the northeast comer of said Lot 7; thence in a northerly direction along the easterly line of said Lot 7 to the northeast comer of said Lot 7; thence westerly, along the northerly line of said Lot 7 to the point of beginning and the southerly one half of the east and west alley lying immediately north of said Lot 7 and the westerly one half of the north and south alley lying immediately east of the portion of Lot 7 above described

(Golden Rule Industries, Inc., Applicant)

FROM R-4 MULTI-FAMILY and I-1 LIGHT INDUSTRIAL

TO

C-1 LOCAL COMMERCIAL

WHEREAS, the City of Muskogee Planning and Zoning Commission, in a meeting held APRIL 7, 2026, did recommend the approval of the rezoning of the property set out above in the title of the Ordinance, and did authorize the director of the Commission to advise the Council of the City of Muskogee of this recommendation, NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MUSKOGEE, OKLAHOMA,

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

A part of Lots 7, 8 and 18 and alleys vacated under Ordinance No.243-A in Block 57 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma, more particularly described as follows, to-wit:
Beginning at a point in the westerly line of said Lot 8, which is the easterly line of Division Boulevard, 70 feet southerly from the northwest comer of said Lot 7; thence eastwardly by a straight line passing through a point in the easterly line of said Lot 7 that is 40 feet southerly from the northeast corner of said Lot 7 for a distance of 170 feet that

is 40 feet to a point in the center line of the north and south alley vacated under said ordinance; thence northwardly along said center line for a distance of 50 feet more or less to an intersection with the center line of the east and west alley vacated under said ordinance; thence eastwardly along said center line of said east and west alley for a distance of 129 feet more or less, to an intersection with the extension southwardly of the westerly line of Lot 3 in Block 57; thence southwardly along said extension southwardly of the westerly line of said Lot 3 for a distance of 32 feet more or less to a point. 40 feet northwardly from and radially to the existing center line of the main track of the Midland Valley Railroad Company; thence westwardly on a curve to the left and 40 feet northwardly from and concentric with said existing center line for a distance of 322 feet more or less to a point in the wester! y line of said Lot 8 which is said easterly line of Division Boulevard; thence northwardly for a distance of 45 feet more or less to the point of beginning AND all that part of the east-west alley lying west of the extension of the east line of Lot 4 and lying 110 feet east of the west block line

And

A part of the west 16 feet of Lot 5 and a part of the east 66 feet of the north 140 feet of Lot 6 in Block 57 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma, more particularly described as follows, to-wit:
Beginning at the northeast comer of said Lot 6;, thence running southerly along the easterly line of said Lot 6 a distance of 140 feet; thence westerly and parallel with the northerly line of said Lot 6 a distance of 59.4 feet; thence northerly in a straight line to a point in the northerly line of said Lot 6 a distance of ·66 feet westerly from the northeast corner of said Lot 6; thence along the northerly line of said Lot 6 to the place of beginning

And a part of Lot 5 in said Block 57 more particularly described as follows, to-wit:
Beginning on the -south line of said Lot 5 at a point 112 feet west from the southeast corner of said Lot 5; thence running west along the south line of Lot 5 a distance of 16 feet to the southwest corner of said Lot 5; thence northerly along the west line of said Lot 5 to the northwest comer of said Lot .5; thence easterly along the northerly line of said Lot 5 a distance of 2/ l O feet; thence south in a direct line to the point of beginning
And all additions to the portion of Lot 5 because of Ordinance No. 243-A closing east and west alley

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Lot 1 and a part of Lot 2 in Block 101 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma, more particularly described as follows, to wit:
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And
The easterly 112 feet of Lot 5 in Block 57 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma and the north half of the vacated alley lying immediately south of the easterly 112 feet of Lot 5 in Block 57 and a part of Lots 7 and 8 in Block 57, more particularly described as follows: Beginning at the northwest corner of said Lot 7; thence south on the west line of said Lots 7 and 8 for a distance of 70 feet; thence in a northeasterly ·direction to a point in the easterly line of said Lot 7 that is a distance of 40 feet southerly from the northeast comer of said Lot 7; thence in a northerly direction along the easterly line of said Lot 7 to the northeast comer of said Lot

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FROM R-4 MULTI-FAMILY and I-1 LIGHT INDUSTRIAL

TO

C-1 LOCAL COMMERCIAL

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

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

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

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MUSKOGEE, OKLAHOMA, THIS _____ DAY OF APRIL, 2026.

_____

**RYAN LOWE, MAYOR**

ATTEST:

_____

**TAMMY L. TRACY, CITY CLERK**

(SEAL)

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

_____

**KATRINA BODENHAMER, CITY ATTORNEY**

MUSKOGEE
Planning Department

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

# Planning & Community Development Staff Report

**Agenda Item Title:**
Hold a public hearing and consider a recommendation to the City Council of the City of Muskogee to approve Ordinance 4295-A, a rezone request for the property located at 627 Elgin Street rezoning the property from R-4 Multi-Family and I-1 Light Industrial to C-1 Local Commercial, and if approved, authorize staff to update the official city map. (Sarah Winkle)

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

1. City of Muskogee Planning & Zoning Commission on April 7, 2026 at 9:00 A.M.
2. City of Muskogee Public Works Meeting April 13, 2026 at 5:30 P.M.
3. City of Muskogee City Council on April 27, 2026 at 5:30 P.M.

Public hearings will be conducted at the meetings listed above. The notice was published in the Muskogee Daily Phoenix no later than March 18, 2026 for a circulation period of 20 days, and all property owners within a 300 foot radius of the property were noticed.

**Legal Description:**
A part of Lots 7, 8 and 18 and alleys vacated under Ordinance No.243-A in Block 57 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma, more particularly described as follows, to-wit:
Beginning at a point in the westerly line of said Lot 8, which is the easterly line of Division Boulevard, 70 feet southerly from the northwest comer of said Lot 7; thence eastwardly by a straight line passing through a point in the easterly line of said Lot 7 that is 40 feet southerly from the northeast corner of said Lot 7 for a distance of 170 feet that is 40 feet to a point in the center line of the north and south alley vacated under said ordinance; thence northwardly along said center line for a distance of 50 feet more or less to an intersection with the

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center line of the east and west alley vacated under said ordinance; thence eastwardly along said center line of said east and west alley for a distance of 129 feet more or less, to an intersection with the extension southwardly of the westerly line of Lot 3 in Block 57; thence southwardly along said extension southwardly of the westerly line of said Lot 3 for a distance of 32 feet more or less to a point. 40 feet northwardly from and radially to the existing center line of the main track of the Midland Valley Railroad Company; thence westwardly on a curve to the left and 40 feet northwardly from and concentric with said existing center line for a distance of 322 feet more or less to a point in the wester! y line of said Lot 8 which is said easterly line of Division Boulevard; thence northwardly for a distance of 45 feet more or less to the point of beginning AND all that part of the east-west alley lying west of the extension of the east line of Lot 4 and lying 110 feet east of the west block line

And

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And a part of Lot 5 in said Block 57 more particularly described as follows, to-wit:

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from the northeast comer of said Lot 7; thence in a northerly direction along the easterly line of said Lot 7 to the northeast comer of said Lot 7; thence westerly. along the northerly line of said Lot 7 to the point of beginning and the southerly one half of the east and west alley lying immediately north of said Lot 7 and the westerly one half of the north and south alley lying immediately east of the portion of Lot 7 above described

**Background:**

Planning Department Analysis

- Current Zoning & Use
  - I-1 Light Industrial and R-4 Multi Family Residential
  - Industrial Use
- Proposed Zoning & Use
  - C-1 Local Commercial
  - Adult Day Center
- Street Address: 627 Elgin Street

Surrounding Zoning & Land Use

North: CBD Central Business District, Vacant
East: I-1 Light Industrial, Industrial
South: R-1. Single Family, Vacant Land
West: R-4. Multi-Family, Vacant Land

**Discussion**

The applicant has requested a rezone of the property located at the 627 Elgin Street from I-1 Light Industrial and R-4 Multi Family Residential to C-1 Local Commercial. The proposed use of the property will be for the establishment of an Adult Day Center in a portion of the existing building. The request does not conform to the 2025 Muskogee Comprehensive Plan and Future Land use Plan.

**Recommendation:** Recommend Approval of Ordinance 4295-A to City Council, a rezone Request.

MUSKOGEE
Planning Department

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City of Muskogee Zoning Map




Future Land Use Map



# City of Muskogee Zoning Map




2/18/2026

Zoning Districts
- R-1
- R-4
- R-5
- C-2
- CBD
- I-1
- POS

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

Citations
30cm Resolution Metadata

1:1,128

0 0.01 0.01 0.03 mi

0 0.01 0.02 0.04 km

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

# Future Land Use Map



**Public Works Committee** **8.**

**Meeting Date:** 04/13/2026

**Initiator:** Sarah Winkle, Director of Planning and Community Development

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**Information**

**AGENDA ITEM TITLE:**

Hold a Public Hearing and consider approval of Resolution No. 3079, a land use amendment for the property located at Southeast Elgin and 7th Streets, rezoning the property from R-4, Multi-Family Residential, to C-1, Local Commercial, and if approved, authorize Staff to update the Official Zoning Map of the City, or take other necessary action. (Sarah Winkle)

**LEGAL DESCRIPTION:**

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Beginning at a point in the northerly line of said Lot 65 .3 feet easterly from the northwest corner thereof; thence easterly along the northerly line of said lot a distance of 60 feet; thence southerly, to a point in-the southerly line of said Lot .129 feet easterly from the southwest comer thereof; thence westerly along the southerly line of said lot a distance of 45 feet; thence northerly to the place of beginning
And
The westerly 60.2 feet of the southerly 111.1 feet of Lot 6 in Block 164 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma
And
A part of Lot 7 in Block 164 in the~ City of Muskogee, according to ·the official· plat thereof, Muskogee County, Oklahoma, more particularly described as follows, to-wit:
Beginning at the southwest comer of said Lot 7; thence northerly along the west line of said Lot 7 for a distance of 37.5 feet; thence easterly on a line making an angle of 86°40' with said west line of Lot 7 for a distance of 70 feet; thence easterly for a distance of 71.1 feet to a point on the east line of Lot 7 at a distance of 30 feet from the southeast corner of said Lot 7; thence southerly along said east line for a distance of 30 feet; thence westerly along the south line of Lot 7 for a distance of 141. 7 feet to the point of beginning
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A part of Lot 7 in Block 164 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma, more particularly described as follows, to-wit:
Beginning at a point on the west line of Lot 7 in Block 164 in the City of Muskogee at a distance of 37 .5 feet from the southwest corner of Lot 7; thence easterly on a line making an angle of 86°40' with said west line of Lot 7 for a distance of 70.0 feet; thence easterly for a distance of 71.1 feet to a point on the east line of Lot 7 30.0 feet from the southeast corner of Lot 7; thence northerly along the east line of Lot 7 for a distance of 30.0 feet; thence westerly for a distance of 71.5 feet; thence easterly on a line making an angle 86°40' with the west line of Lot 7 and for a distance of 70.0 feet to a point on the west line of Lot 7 and 75.0 from the southwest corner of Lot 7; thence southerly along the west line of Lot 7 for a distance of 37.5 feet to the point of beginning and subject to an easement covering the following:
Beginning at a point on the east line of Lot 7 60 feet northerly from the southeast corner thereof; thence in a westerly direction for a distance of 71.5 feet to a point 44.06 feet south of the north line of said Lot 7; thence easterly to a point on the east line of said Lot 7 and 49 feet 'northerly from the southeast comer of said Lot 7; thence northerly along said east line for a distance of 11 feet to the point of beginning.
And
Lots 19, 20, 21, 22 and 23 in BURFORD SUBDIVISION of Lot 6 in Block 57 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma

And
Lot 4 in Block 57 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma
And
The easterly 112 feet of Lot 5 in Block 57 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma and the north half of the vacated alley lying immediately south of the easterly 112 feet of Lot 5 in Block 57 and a part of Lots 7 and 8 in Block 57, more particularly described as follows: Beginning at the northwest corner of said Lot 7; thence south on the west line of said Lots 7 and 8 for a distance of 70 feet; thence in a northeasterly ·direction to a point in the easterly line of said Lot 7 that is a distance of 40 feet southerly from the northeast comer of said Lot 7; thence in a northerly direction along the easterly line of said Lot 7 to the northeast comer of said Lot 7; thence westerly along the northerly line of said Lot 7 to the point of beginning and the southerly one half of the east and west alley lying immediately north of said Lot 7 and the westerly one half of the north and south alley lying immediately east of the portion of Lot 7 above described

**BACKGROUND:**

We are requesting an amendment to the Future Land Use Map for the property located at Southeast Elgin & 7th Street. The Future Land Use Map currently shows this as "Traditional Residential". The applicant has requested a rezone of the property located at the Southeast corner of Elgin & 7th Street from R-4 Multi-Family Residential to C-1 Local Commercial. The proposed use of the property will be for the establishment of an Adult Day Center in a portion of the existing building. The request does not conform to the 2025 Muskogee Comprehensive Plan and Future Land use Plan.

Planning Department Analysis

- Current Zoning & Use
  - R-4 Multi-Family Residential
  - Commercial Use
- Proposed Zoning & Use
  - C-1 Local Commercial
  - Commercial Use
- Street Address: Southeast Elgin & 7th Street

Surrounding Zoning & Land Use
North: CBD. Central Business District, Vacant
East: R-4. Multi-Family, Parking Lot
South: R-1. Single Family, Commercial Use
West: C-2 General Commercial, Vacant Land

**RECOMMENDED STAFF ACTION:**

Approve Resolution 3079

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**Fiscal Impact**

**Attachments**

Future Land Use Map

Zoning Map

Resolution

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# Future Land Use Map



# City of Muskogee Zoning Map




2/18/2026

Zoning Districts
- R-1
- R-4
- R-5
- C-2
- CBD
- I-1
- POS

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

Citations
30cm Resolution Metadata

1:1,128

0 0.01 0.01 0.03 mi

0 0.01 0.02 0.04 km

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

RESOLUTION NO. 3079

A RESOLUTION APPROVING AN AMENDMENT TO THE FUTURE LAND USE MAP FOR THE CITY OF MUSKOGEE FROM AN "R-4" MULTI-FAMILY TO "C-1" LOCAL COMMERCIAL.

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

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

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

WHEREAS, the Future Land Use Map recognizes that changes may occur in the community which may cause the necessity of amending said plan; and, WHEREAS, a public hearing has been held on APRIL 7, 2026, before the City Planning Commission on the property described in Section 1 hereof; and

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

SECTION 1. An amendment to the Future Land Use Map from an "R-4" MULTI-FAMILY TO "C-1" LOCAL COMMERCIAL located on the tract of land described as:

**A part of Lots 7, 8 and 18 and alleys vacated under Ordinance No.243-A in Block 57 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma, more particularly described as follows, to-wit:**
**Beginning at a point in the westerly line of said Lot 8, which is the easterly line of Division Boulevard, 70 feet southerly from the northwest comer of said Lot 7; thence eastwardly by a straight line passing through a point in the easterly line of said Lot 7 that is 40 feet southerly from the northeast corner of said Lot 7 for a distance of 170 feet that is 40 feet to a point in the center line of the north and south alley vacated under said ordinance; thence northwardly along said center line for a distance of 50 feet more or less to an intersection with the center line of the east and west alley vacated under said ordinance; thence eastwardly along said center line of said east and west alley for a distance of 129 feet more or less, to an intersection with the extension southwardly of the westerly line of Lot 3 in Block 57; thence southwardly along said extension southwardly of the westerly line of said Lot 3 for a distance of 32 feet more or less to a point. 40 feet northwardly from and radially to the existing center line of the main track of the Midland Valley Railroad Company; thence westwardly on a curve to the left and 40 feet northwardly from and concentric with said existing center line for a distance of 322 feet more or less to a point in the westerly line of said Lot 8 which is said easterly line of Division Boulevard; thence northwardly for a distance of 45 feet more or less to the point of beginning AND all that part of the east-west alley lying west of the extension of the east line of Lot 4 and lying 110 feet east of the west block line**
**And**
**A part of the west 16 feet of Lot 5 and a part of the east 66 feet of the north 140 feet of Lot 6 in Block 57 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma, more particularly described as follows, to-wit:**

**Beginning at the northeast comer of said Lot 6;, thence running southerly along the easterly line of said Lot 6 a distance of 140 feet; thence westerly and parallel with the northerly line of said Lot 6 a distance of 59.4 feet; thence northerly in a straight line to a point in the northerly line of said Lot 6 a distance of ·66 feet westerly from the northeast corner of said Lot 6; thence along the northerly line of said Lot 6 to the place of beginning**

**And a part of Lot 5 in said Block 57 more particularly described as follows, to-wit:**

**Beginning on the -south line of said Lot 5 at a point 112 feet west from the southeast corner of said Lot 5; thence running west along the south line of Lot 5 a distance of 16 feet to the southwest corner of said Lot 5; thence northerly along the west line of said Lot 5 to the northwest comer of said Lot .5; thence easterly along the northerly line of said Lot 5 a distance of 2/ l O feet; thence south in a direct line to the point of beginning**

**And all additions to the portion of Lot 5 because of Ordinance No. 243-A closing east and west alley**

**And**

**Lot 1 and a part of Lot 2 in Block 101 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma, more particularly described as follows, to wit:**

**Beginning at the northeast comer of said Lot 1; thence westerly along the northerly line of Lots 1 and 289 feet; thence southerly through Lot 2 to a point on the south line of Lot 284.8 feet westerly of the southeast comer of Lot 1; thence easterly along the south line of Lots 1 and 2 to the southeast corner of Lot 1; thence northerly along the east line of Lot 1 to the place of beginning**

**And**

**A part of Lot 2 in Block 101 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma, more particularly described as follows, to-wit:**

**Beginning at a point in the northerly line of said Lot 65 .3 feet easterly from the northwest corner thereof; thence easterly along the northerly line of said lot a distance of 60 feet; thence southerly, to a point in-the southerly line of said Lot .129 feet easterly from the southwest comer thereof; thence westerly along the southerly line of said lot a distance of 45 feet; thence northerly to the place of beginning**

**And**

**The westerly 60.2 feet of the southerly 111.1 feet of Lot 6 in Block 164 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma**

**And**

**A part of Lot 7 in Block 164 in the~ City of Muskogee, according to ·the official· plat thereof, Muskogee County, Oklahoma, more particularly described as follows, to-wit:**

**Beginning at the southwest comer of said Lot 7; thence northerly along the west line of said Lot 7 for a distance of 37.5 feet; thence easterly on a line making an angle of 86°40' with said west line of Lot 7 for a distance of 70 feet; thence easterly for a distance of 71.1 feet to a point on the east line of Lot 7 at a distance of 30 feet from the southeast corner of said Lot 7; thence southerly along said east line for a distance of 30 feet; thence westerly along the south line of Lot 7 for a distance of 141. 7 feet to the point of beginning**

**And**

**The westerly 60.2 feet of the southerly 111.1 feet of Lot 6 in Block 164 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma**

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**thence westerly for a distance of 71.5 feet; thence easterly on a line making an angle 86°40' with the west line of Lot 7 and for a distance of 70.0 feet to a point on the west line of Lot 7 and 75.0 from the southwest corner of Lot 7; thence southerly along the west line of Lot 7 for a distance of 37.5 feet to the point of beginning and subject to an easement covering the following: Beginning at a point on the east line of Lot 7 60 feet northerly from the southeast corner thereof; thence in a westerly direction for a distance of 71.5 feet to a point 44.06 feet south of the north line of said Lot 7; thence easterly to a point on the east line of said Lot 7 and 49 feet 'northerly from the southeast comer of said Lot 7; thence northerly along said east line for a distance of 11 feet to the point of beginning.**
**And**
**Lots 19, 20, 21, 22 and 23 in BURFORD SUBDIVISION of Lot 6 in Block 57 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma**
**And**
**Lot 4 in Block 57 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma**
**And**
**The easterly 112 feet of Lot 5 in Block 57 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma and the north half of the vacated alley lying immediately south of the easterly 112 feet of Lot 5 in Block 57 and a part of Lots 7 and 8 in Block 57, more particularly described as follows: Beginning at the northwest corner of said Lot 7; thence south on the west line of said Lots 7 and 8 for a distance of 70 feet; thence in a northeasterly ·direction to a point in the easterly line of said Lot 7 that is a distance of 40 feet southerly from the northeast comer of said Lot 7; thence in a northerly direction along the easterly line of said Lot 7 to the northeast comer of said Lot 7; thence westerly, along the northerly line of said Lot 7 to the point of beginning and the southerly one half of the east and west alley lying immediately north of said Lot 7 and the westerly one half of the north and south alley lying immediately east of the portion of Lot 7 above described**

PASSED and APPROVED by the Mayor and Council of the City of Muskogee this _____ day of MARCH 2026.

_____
RYAN M. LOWE, MAYOR

ATTEST:

_____
TAMMY L. TRACY, CITY CLERK

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

_____

_____
KATRINA BODENHAMER, CITY ATTORNEY

**Public Works Committee** **9.**

**Meeting Date:** 04/13/2026

**Initiator:** Sarah Winkle, Director of Planning and Community Development

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**Information**

**AGENDA ITEM TITLE:**

Hold a Public Hearing and consider approval of Ordinance No. 4295-A, a request to rezone the property located at Southeast Elgin and 7th Streets, from R-4, Multi-Family Residential, to C-1, Local Commercial, and if approved, authorize Staff to update the Official Zoning Map of the City, or take other necessary action. (Sarah Winkle)

**LEGAL DESCRIPTION:**

A part of Lots 7, 8 and 18 and alleys vacated under Ordinance No.243-A in Block 57 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma, more particularly described as follows, to-wit:
Beginning at a point in the westerly line of said Lot 8, which is the easterly line of Division Boulevard, 70 feet southerly from the northwest comer of said Lot 7; thence eastwardly by a straight line passing through a point in the easterly line of said Lot 7 that is 40 feet southerly from the northeast corner of said Lot 7 for a distance of 170 feet that is 40 feet to a point in the center line of the north and south alley vacated under said ordinance; thence northwardly along said center line for a distance of 50 feet more or less to an intersection with the center line of the east and west alley vacated under said ordinance; thence eastwardly along said center line of said east and west alley for a distance of 129 feet more or less, to an intersection with the extension southwardly of the westerly line of Lot 3 in Block 57; thence southwardly along said extension southwardly of the westerly line of said Lot 3 for a distance of 32 feet more or less to a point. 40 feet northwardly from and radially to the existing center line of the main track of the Midland Valley Railroad Company; thence westwardly on a curve to the left and 40 feet northwardly from and concentric with said existing center line for a distance of 322 feet more or less to a point in the westerly line of said Lot 8 which is said easterly line of Division Boulevard; thence northwardly for a distance of 45 feet more or less to the point of beginning AND all that part of the east-west alley lying west of the extension of the east line of Lot 4 and lying 110 feet east of the west block line
And
A part of the west 16 feet of Lot 5 and a part of the east 66 feet of the north 140 feet of Lot 6 in Block 57 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma, more particularly described as follows, to-wit:
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And a part of Lot 5 in said Block 57 more particularly described as follows, to-wit:
Beginning on the -south line of said Lot 5 at a point 112 feet west from the southeast corner of said Lot 5; thence running west along the south line of Lot 5 a distance of 16 feet to the southwest corner of said Lot 5; thence northerly along the west line of said Lot 5 to the northwest comer of said Lot .5; thence easterly along the northerly line of said Lot 5 a distance of 2/ l O feet; thence south in a direct line to the point of beginning

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Lot 1 and a part of Lot 2 in Block 101 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma. more particularly described as follows, to wit:
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thence westerly for a distance of 71.5 feet; thence easterly on a line making an angle 86°40' with the west line of Lot 7 and for a distance of 70.0 feet to a point on the west
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Beginning at a point on the east line of Lot 7 60 feet northerly from the southeast corner thereof; thence in a westerly direction for a distance of 71.5 feet to a point 44.06 feet south of the north line of said Lot 7; thence easterly to a point on the east line of said Lot 7 and 49 feet 'northerly from the southeast comer of said Lot 7; thence northerly along said east line for a distance of 11 feet to the point of beginning.
And
Lots 19, 20, 21, 22 and 23 in BURFORD SUBDIVISION of Lot 6 in Block 57 in the City of

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And
Lot 4 in Block 57 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma
And
The easterly 112 feet of Lot 5 in Block 57 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma and the north half of the vacated alley lying immediately south of the easterly 112 feet of Lot 5 in Block 57 and a part of Lots 7 and 8 in Block 57, more particularly described as follows: Beginning at the northwest corner of said Lot 7; thence south on the west line of said Lots 7 and 8 for a distance of 70 feet; thence in a northeasterly ·direction to a point in the easterly line of said Lot 7 that is a distance of 40 feet southerly from the northeast comer of said Lot 7; thence in a northerly direction along the easterly line of said Lot 7 to the northeast comer of said Lot 7; thence westerly along the northerly line of said Lot 7 to the point of beginning and the southerly one half of the east and west alley lying immediately north of said Lot 7 and the westerly one half of the north and south alley lying immediately east of the portion of Lot 7 above described

**BACKGROUND:**

The applicant has requested a rezone of the property located at the Southeast corner of Elgin & 7th Street from R-4 Multi-Family Residential to C-1 Local Commercial. The proposed use of the property will be for the establishment of an Adult Day Center in a portion of the existing building. The request does not conform to the 2025 Muskogee Comprehensive Plan and Future Land use Plan.

Planning Department Analysis

- Current Zoning & Use
  - R-4 Multi-Family Residential
  - Commercial Use
- Proposed Zoning & Use
  - C-1 Local Commercial
  - Commercial Use
- Street Address: Southeast Elgin & 7th Street

Surrounding Zoning & Land Use
North: CBD. Central Business District, Vacant
East: R-4. Multi-Family, Parking Lot
South: R-1. Single Family, Commercial Use
West: C-2 General Commercial, Vacant Land

**RECOMMENDED STAFF ACTION:**

Approve Ordinance 4295-A

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**Fiscal Impact**

**Attachments**

Staff Report
Ordinance
Zoning Map
Survey

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MUSKOGEE
Planning Department

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

# Planning & Community Development Staff Report

**Agenda Item Title:**
Hold a public hearing and consider recommending approval to the City Council of the City of Muskogee of Ordinance 4295- A, a rezone request for the property located at Southeast Elgin & 7th Street rezoning the property from R-4 Multi-Family Residential to C-1 Local Commercial, and if approved, authorize staff to update the official city map. (Sarah Winkle)

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

1. City of Muskogee Planning & Zoning Commission on April 7, 2026 at 9:00 A.M.
2. City of Muskogee Public Works Meeting April 13, 2026 at 5:30 P.M.
3. City of Muskogee City Council on April 27, 2026 at 5:30 P.M.

A public hearing will be conducted at the Planning & Zoning Commission meeting. The notice was published in the Muskogee Daily Phoenix no later than Thursday, March 17, 2026 for a circulation period of 20 days, and all property owners within a 300 foot radius of the property were noticed.

**Legal Description:**
A part of Lots 7, 8 and 18 and alleys vacated under Ordinance No.243-A in Block 57 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma, more particularly described as follows, to-wit:
Beginning at a point in the westerly line of said Lot 8, which is the easterly line of Division Boulevard, 70 feet southerly from the northwest comer of said Lot 7; thence eastwardly by a straight line passing through a point in the easterly line of said Lot 7 that is 40 feet southerly from the northeast corner of said Lot 7 for a distance of 170 feet that is 40 feet to a point in the center line of the north and south alley vacated under said ordinance; thence northwardly along said center line for a distance of 50 feet more or less to an intersection with the center line of the east and west alley vacated under said ordinance; thence eastwardly along said center line of said east and west alley for a distance of

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129 feet more or less, to an intersection with the extension southwardly of the westerly line of Lot 3 in Block 57; thence southwardly along said extension southwardly of the westerly line of said Lot 3 for a distance of 32 feet more or less to a point. 40 feet northwardly from and radially to the existing center line of the main track of the Midland Valley Railroad Company; thence westwardly on a curve to the left and 40 feet northwardly from and concentric with said existing center line for a distance of 322 feet more or less to a point in the wester! y line of said Lot 8 which is said easterly line of Division Boulevard; thence northwardly for a distance of 45 feet more or less to the point of beginning AND all that part of the east-west alley lying west of the extension of the east line of Lot 4 and lying 110 feet east of the west block line

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And
A part of Lot 2 in Block 101 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma, more particularly described as follows, to-wit:
Beginning at a point in the northerly line of said Lot 65 .3 feet easterly from the northwest corner thereof; thence easterly along the northerly line of said lot a distance of 60 feet; thence southerly, to a point in-the southerly line of said Lot .129 feet easterly from the southwest comer thereof; thence westerly along the southerly line of said lot a distance of 45 feet; thence northerly to the place of beginning

And

The westerly 60.2 feet of the southerly 111.1 feet of Lot 6 in Block 164 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma

And
A part of Lot 7 in Block 164 in the~ City of Muskogee, according to ·the official· plat thereof, Muskogee County, Oklahoma, more particularly described as follows, to-wit:
Beginning at the southwest comer of said Lot 7; thence northerly along the west line of said Lot 7 for a distance of 37.5 feet; thence easterly on a line making an angle of 86°40' with said west line of Lot 7 for a distance of 70 feet; thence easterly for a distance of 71.1 feet to a point on the east line of Lot 7 at a distance of 30 feet from the southeast corner of said Lot 7; thence southerly along said

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east line for a distance of 30 feet; thence westerly along the south line of Lot 7 for a distance of 141. 7 feet to the point of beginning

And
The westerly 60.2 feet of the southerly 111.1 feet of Lot 6 in Block 164 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma

And

A part of Lot 7 in Block 164 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma, more particularly described as follows, to-wit:
Beginning at a point on the west line of Lot 7 in Block 164 in the City of Muskogee at a distance of 37 .5 feet from the southwest corner of Lot 7; thence easterly on a line making an angle of 86°40' with said west line of Lot 7 for a distance of 70.0 feet; thence easterly for a distance of 71.1 feet to a point on the east line of Lot 7 30.0 feet from the southeast corner of Lot 7; thence northerly along the east line of Lot 7 for a distance of 30.0 feet;
thence westerly for a distance of 71.5 feet; thence easterly on a line making an angle 86°40' with the west line of Lot 7 and for a distance of 70.0 feet to a point on the west
line of Lot 7 and 75.0 from the southwest corner of Lot 7; thence southerly along the west line of Lot 7 for a distance of 37.5 feet to the point of beginning and subject to an easement covering the following: Beginning at a point on the east line of Lot 7 60 feet northerly from the southeast corner thereof; thence in a westerly direction for a distance of 71.5 feet to a point 44.06 feet south of the north line of said Lot 7; thence easterly to a point on the east line of said Lot 7 and 49 feet 'northerly from the southeast comer of said Lot 7; thence northerly along said east line for a distance of 11 feet to the point of beginning.

And

Lots 19, 20, 21, 22 and 23 in BURFORD SUBDIVISION of Lot 6 in Block 57 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma

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And

Lot 4 in Block 57 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma

And

The easterly 112 feet of Lot 5 in Block 57 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma and the north half of the vacated alley lying immediately south of the easterly 112 feet of Lot 5 in Block 57 and a part of Lots 7 and 8 in Block 57, more particularly described as follows: Beginning at the northwest corner of said Lot 7; thence south on the west line of said Lots 7 and 8 for a distance of 70 feet; thence in a northeasterly ·direction to a point in the easterly line of said Lot 7 that is a distance of 40 feet southerly from the northeast comer of said Lot 7; thence in a northerly direction along the easterly line of said Lot 7 to the northeast comer of said Lot 7; thence westerly along the northerly line of said Lot 7 to the point of beginning and the southerly one half of the east and west alley lying immediately north of said Lot 7 and the westerly one half of the north and south alley lying immediately east of the portion of Lot 7 above described

**Background:**

Planning Department Analysis

- Current Zoning & Use
  - R-4 Multi-Family Residential
  - Commercial Use
- Proposed Zoning & Use
  - C-1 Local Commercial
  - Commercial Use
- Street Address: Southeast Elgin & 7th Street

Surrounding Zoning & Land Use
North: CBD. Central Business District, Vacant
East: R-4. Multi-Family, Parking Lot
South: R-1. Single Family, Commercial Use
West: C-2 General Commercial, Vacant Land

MUSKOGEE
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Discussion

The applicant has requested a rezone of the property located at the Southeast corner of Elgin & 7th Street from R-4 Multi-Family Residential to C-1 Local Commercial. The proposed use of the property will be for the establishment of an Adult Day Center in a portion of the existing building. The request does not conform to the 2025 Muskogee Comprehensive Plan and Future Land use Plan.

**RECOMMENDATION:** Recommend approval to City Council of Ordinance 4295-A, a rezone request.

City of Muskogee Zoning Map



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Planning Department

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**Future Land Use Map**



# ORDINANCE NO. 4295-A

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF MUSKOGEE AS PROVIDED BY CHAPTER 90, SECTION 01-03, OF THE MUSKOGEE CITY CODE, SEPTEMBER 2014, BY RE-ZONING PROPERTY LOCATED AT SOUTHEAST ELGIN AND 7TH STREET. THE TRACT OF LAND IS IN THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 15 NORTH, RANGE 18 EAST OF THE INDIAN BASE AND MERIDIAN, MUSKOGEE COUNTY, STATE OF OKLAHOMA. CONTAINING 0.06 ACRES MORE OR LESS, AND PROVIDING FOR SEVERABILITY. THE PROPERTY IS MORE PARTICULARLY DESCRIBED AS:

A part of Lots 7, 8 and 18 and alleys vacated under Ordinance No.243-A in Block 57 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma, more particularly described as follows, to-wit:
Beginning at a point in the westerly line of said Lot 8, which is the easterly line of Division Boulevard, 70 feet southerly from the northwest comer of said Lot 7; thence eastwardly by a straight line passing through a point in the easterly line of said Lot 7 that is 40 feet southerly from the northeast corner of said Lot 7 for a distance of 170 feet that is 40 feet to a point in the center line of the north and south alley vacated under said ordinance; thence northwardly along said center line for a distance of 50 feet more or less to an intersection with the center line of the east and west alley vacated under said ordinance; thence eastwardly along said center line of said east and west alley for a distance of 129 feet more or less, to an intersection with the extension southwardly of the westerly line of Lot 3 in Block 57; thence southwardly along said extension southwardly of the westerly line of said Lot 3 for a distance of 32 feet more or less to a point. 40 feet northwardly from and radially to the existing center line of the main track of the Midland Valley Railroad Company; thence westwardly on a curve to the left and 40 feet northwardly from and concentric with said existing center line for a distance of 322 feet more or less to a point in the wester! y line of said Lot 8 which is said easterly line of Division Boulevard; thence northwardly for a distance of 45 feet more or less to the point of beginning AND all that part of the east-west alley lying west of the extension of the east line of Lot 4 and lying 110 feet east of the west block line
And
A part of the west 16 feet of Lot 5 and a part of the east 66 feet of the north 140 feet of Lot 6 in Block 57 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma, more particularly described as follows, to-wit:
Beginning at the northeast comer of said Lot 6;, thence running southerly along the easterly line of said Lot 6 a distance of 140 feet; thence westerly and parallel with the northerly line of said Lot 6 a distance of 59.4 feet; thence northerly in a straight line to a point in the northerly line of said Lot 6 a distance of ·66 feet westerly from the northeast corner of said Lot 6; thence along the northerly line of said Lot 6 to the place of beginning
And a part of Lot 5 in said Block 57 more particularly described as follows, to-wit:
Beginning on the -south line of said Lot 5 at a point 112 feet west from the southeast corner of said Lot 5; thence running west along the south line of Lot 5 a distance of 16 feet to the southwest corner of said Lot 5; thence northerly along the west line of said Lot 5 to the northwest comer of said Lot .5; thence easterly along the northerly line of said

Lot 5 a distance of 2/ l O feet; thence south in a direct line to the point of beginning
And all additions to the portion of Lot 5 because of Ordinance No. 243-A closing east and west alley
And
Lot 1 and a part of Lot 2 in Block 101 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma, more particularly described as follows, to wit:
Beginning at the northeast comer of said Lot 1; thence westerly along the northerly line of Lots 1 and 289 feet; thence southerly through Lot 2 to a point on the south line of Lot 284.8 feet westerly of the southeast comer of Lot 1; thence easterly along the south line of Lots 1 and 2 to the southeast corner of Lot 1; thence northerly along the east line of Lot 1 to the place of beginning
And
A part of Lot 2 in Block 101 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma, more particularly described as follows, to-wit:
Beginning at a point in the northerly line of said Lot 65 .3 feet easterly from the northwest corner thereof; thence easterly along the northerly line of said lot a distance of 60 feet; thence southerly, to a point in-the southerly line of said Lot .129 feet easterly from the southwest comer thereof; thence westerly along the southerly line of said lot a distance of 45 feet; thence northerly to the place of beginning
And
The westerly 60.2 feet of the southerly 111.1 feet of Lot 6 in Block 164 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma
And
A part of Lot 7 in Block 164 in the~ City of Muskogee, according to ·the official· plat thereof, Muskogee County, Oklahoma, more particularly described as follows, to-wit:
Beginning at the southwest comer of said Lot 7; thence northerly along the west line of said Lot 7 for a distance of 37.5 feet; thence easterly on a line making an angle of 86°40' with said west line of Lot 7 for a distance of 70 feet; thence easterly for a distance of 71.1 feet to a point on the east line of Lot 7 at a distance of 30 feet from the southeast corner of said Lot 7; thence southerly along said east line for a distance of 30 feet; thence westerly along the south line of Lot 7 for a distance of 141. 7 feet to the point of beginning
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The westerly 60.2 feet of the southerly 111.1 feet of Lot 6 in Block 164 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma
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Beginning at a point on the west line of Lot 7 in Block 164 in the City of Muskogee at a distance of 37 .5 feet from the southwest corner of Lot 7; thence easterly on a line making an angle of 86°40' with said west line of Lot 7 for a distance of 70.0 feet; thence easterly for a distance of 71.1 feet to a point on the east line of Lot 7 30.0 feet from the southeast corner of Lot 7; thence northerly along the east line of Lot 7 for a distance of 30.0 feet; thence westerly for a distance of 71.5 feet; thence easterly on a line making an angle 86°40' with the west line of Lot 7 and for a distance of 70.0 feet to a point on the west line of Lot 7 and 75.0 from the southwest corner of Lot 7; thence southerly along the west line of Lot 7 for a distance of 37.5 feet to the point of beginning and subject to an

easement covering the following: Beginning at a point on the east line of Lot 7 60 feet northerly from the southeast corner thereof; thence in a westerly direction for a distance of 71.5 feet to a point 44.06 feet south of the north line of said Lot 7; thence easterly to a point on the east line of said Lot 7 and 49 feet 'northerly from the southeast comer of said Lot 7; thence northerly along said east line for a distance of 11 feet to the point of beginning.

And

Lots 19, 20, 21, 22 and 23 in BURFORD SUBDIVISION of Lot 6 in Block 57 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma

And

Lot 4 in Block 57 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma

And

The easterly 112 feet of Lot 5 in Block 57 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma and the north half of the vacated alley lying immediately south of the easterly 112 feet of Lot 5 in Block 57 and a part of Lots 7 and 8 in Block 57, more particularly described as follows: Beginning at the northwest corner of said Lot 7; thence south on the west line of said Lots 7 and 8 for a distance of 70 feet; thence in a northeasterly ·direction to a point in the easterly line of said Lot 7 that is a distance of 40 feet southerly from the northeast comer of said Lot 7; thence in a northerly direction along the easterly line of said Lot 7 to the northeast comer of said Lot 7; thence westerly, along the northerly line of said Lot 7 to the point of beginning and the southerly one half of the east and west alley lying immediately north of said Lot 7 and the westerly one half of the north and south alley lying immediately east of the portion of Lot 7 above described

(Golden Rule Industries, Inc., Applicant)

FROM R-4 MULTI-FAMILY RESIDENTIAL

TO
C-1 LOCAL COMMERCIAL

WHEREAS, the City of Muskogee Planning and Zoning Commission, in a meeting held APRIL 7, 2026, did recommend the approval of the rezoning of the property set out above in the title of the Ordinance, and did authorize the director of the Commission to advise the Council of the City of Muskogee of this recommendation, NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MUSKOGEE, OKLAHOMA,

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

A part of Lots 7, 8 and 18 and alleys vacated under Ordinance No.243-A in Block 57 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma, more particularly described as follows, to-wit:
Beginning at a point in the westerly line of said Lot 8, which is the easterly line of Division Boulevard, 70 feet southerly from the northwest comer of said Lot 7; thence

eastwardly by a straight line passing through a point in the easterly line of said Lot 7 that is 40 feet southerly from the northeast corner of said Lot 7 for a distance of 170 feet that is 40 feet to a point in the center line of the north and south alley vacated under said ordinance; thence northwardly along said center line for a distance of 50 feet more or less to an intersection with the center line of the east and west alley vacated under said ordinance; thence eastwardly along said center line of said east and west alley for a distance of 129 feet more or less, to an intersection with the extension southwardly of the westerly line of Lot 3 in Block 57; thence southwardly along said extension southwardly of the westerly line of said Lot 3 for a distance of 32 feet more or less to a point. 40 feet northwardly from and radially to the existing center line of the main track of the Midland Valley Railroad Company; thence westwardly on a curve to the left and 40 feet northwardly from and concentric with said existing center line for a distance of 322 feet more or less to a point in the wester! y line of said Lot 8 which is said easterly line of Division Boulevard; thence northwardly for a distance of 45 feet more or less to the point of beginning AND all that part of the east-west alley lying west of the extension of the east line of Lot 4 and lying 110 feet east of the west block line

And

A part of the west 16 feet of Lot 5 and a part of the east 66 feet of the north 140 feet of Lot 6 in Block 57 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma, more particularly described as follows, to-wit:
Beginning at the northeast comer of said Lot 6;, thence running southerly along the easterly line of said Lot 6 a distance of 140 feet; thence westerly and parallel with the northerly line of said Lot 6 a distance of 59.4 feet; thence northerly in a straight line to a point in the northerly line of said Lot 6 a distance of ·66 feet westerly from the northeast corner of said Lot 6; thence along the northerly line of said Lot 6 to the place of beginning

And a part of Lot 5 in said Block 57 more particularly described as follows, to-wit:
Beginning on the -south line of said Lot 5 at a point 112 feet west from the southeast corner of said Lot 5; thence running west along the south line of Lot 5 a distance of 16 feet to the southwest corner of said Lot 5; thence northerly along the west line of said Lot 5 to the northwest comer of said Lot .5; thence easterly along the northerly line of said Lot 5 a distance of 2/ l O feet; thence south in a direct line to the point of beginning
And all additions to the portion of Lot 5 because of Ordinance No. 243-A closing east and west alley

And

Lot 1 and a part of Lot 2 in Block 101 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma, more particularly described as follows, to wit:
Beginning at the northeast comer of said Lot 1; thence westerly along the northerly line of Lots 1 and 289 feet; thence southerly through Lot 2 to a point on the south line of Lot 284.8 feet westerly of the southeast comer of Lot 1; thence easterly along the south line of Lots 1 and 2 to the southeast corner of Lot 1; thence northerly along the east line of Lot 1 to the place of beginning

And

A part of Lot 2 in Block 101 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma, more particularly described as follows, to-wit:
Beginning at a point in the northerly line of said Lot 65 .3 feet easterly from the northwest corner thereof; thence easterly along the northerly line of said lot a distance of

60 feet; thence southerly, to a point in-the southerly line of said Lot .129 feet easterly from the southwest comer thereof; thence westerly along the southerly line of said lot a distance of 45 feet; thence northerly to the place of beginning

And

The westerly 60.2 feet of the southerly 111.1 feet of Lot 6 in Block 164 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma

And

A part of Lot 7 in Block 164 in the~ City of Muskogee, according to ·the official· plat thereof, Muskogee County, Oklahoma, more particularly described as follows, to-wit: Beginning at the southwest comer of said Lot 7; thence northerly along the west line of said Lot 7 for a distance of 37.5 feet; thence easterly on a line making an angle of 86°40' with said west line of Lot 7 for a distance of 70 feet; thence easterly for a distance of 71.1 feet to a point on the east line of Lot 7 at a distance of 30 feet from the southeast corner of said Lot 7; thence southerly along said east line for a distance of 30 feet; thence westerly along the south line of Lot 7 for a distance of 141. 7 feet to the point of beginning

And

The westerly 60.2 feet of the southerly 111.1 feet of Lot 6 in Block 164 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma

And

A part of Lot 7 in Block 164 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma, more particularly described as follows, to-wit: Beginning at a point on the west line of Lot 7 in Block 164 in the City of Muskogee at a distance of 37 .5 feet from the southwest corner of Lot 7; thence easterly on a line making an angle of 86°40' with said west line of Lot 7 for a distance of 70.0 feet; thence easterly for a distance of 71.1 feet to a point on the east line of Lot 7 30.0 feet from the southeast corner of Lot 7; thence northerly along the east line of Lot 7 for a distance of 30.0 feet; thence westerly for a distance of 71.5 feet; thence easterly on a line making an angle 86°40' with the west line of Lot 7 and for a distance of 70.0 feet to a point on the west line of Lot 7 and 75.0 from the southwest corner of Lot 7; thence southerly along the west line of Lot 7 for a distance of 37.5 feet to the point of beginning and subject to an easement covering the following: Beginning at a point on the east line of Lot 7 60 feet northerly from the southeast corner thereof; thence in a westerly direction for a distance of 71.5 feet to a point 44.06 feet south of the north line of said Lot 7; thence easterly to a point on the east line of said Lot 7 and 49 feet 'northerly from the southeast comer of said Lot 7; thence northerly along said east line for a distance of 11 feet to the point of beginning.

And

Lots 19, 20, 21, 22 and 23 in BURFORD SUBDIVISION of Lot 6 in Block 57 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma

And

Lot 4 in Block 57 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma

And

The easterly 112 feet of Lot 5 in Block 57 in the City of Muskogee, according to the official plat thereof, Muskogee County, Oklahoma and the north half of the vacated alley lying immediately south of the easterly 112 feet of Lot 5 in Block 57 and a part of Lots 7 and 8 in Block 57, more particularly described as follows: Beginning at the northwest

corner of said Lot 7; thence south on the west line of said Lots 7 and 8 for a distance of 70 feet; thence in a northeasterly ·direction to a point in the easterly line of said Lot 7 that is a distance of 40 feet southerly from the northeast comer of said Lot 7; thence in a northerly direction along the easterly line of said Lot 7 to the northeast comer of said Lot 7; thence westerly, along the northerly line of said Lot 7 to the point of beginning and the southerly one half of the east and west alley lying immediately north of said Lot 7 and the westerly one half of the north and south alley lying immediately east of the portion of Lot 7 above described

FROM R-4 MULTI-FAMILY RESIDENTIAL

TO
C-1 LOCAL COMMERCIAL

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

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

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

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MUSKOGEE, OKLAHOMA, THIS _____ DAY OF APRIL, 2026.

_____

**RYAN M. LOWE, MAYOR**

ATTEST:

_____

**TAMMY L. TRACY, CITY CLERK**

(SEAL)

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

_____

**KATRINA BODENHAMER, CITY ATTORNEY**

# City of Muskogee Zoning Map




2/18/2026

Zoning Districts
- R-1
- R-4
- R-5
- C-2
- CBD
- I-1
- POS

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

Citations
30cm Resolution Metadata

1:1,128

0 0.01 0.01 0.03 mi

0 0.01 0.02 0.04 km

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

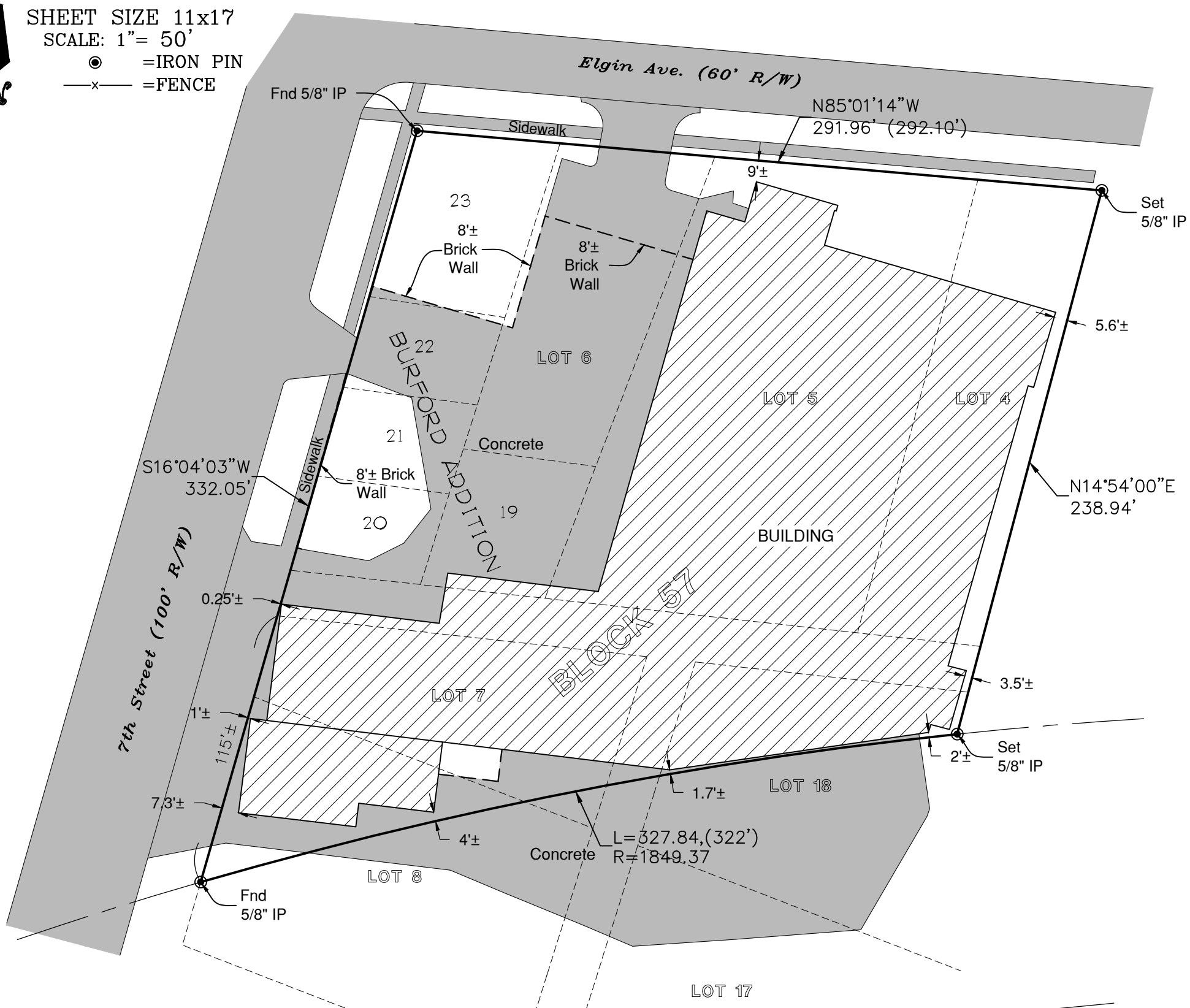
# PLAT OF SURVEY

THE FOLLOWING LEGAL DESCRIPTION WAS DERIVED FROM BOOK 4220, PAGE 275–276

Lots 19,20,21,22 and 23 of Burford Subdivision of Lot 6 in Block 57, City of Muskogee
AND
Lots 4, 5 and 6 in Block 57, City of Muskogee
AND
Part of Lots 7, 8 and 18 in Block 57, City of Muskogee lying 40 feet Northerly of the center line of the old main track of the Midland Valley Railroad Company,
more particularly described as follows:
Beginning at the Northwest corner of Lot 23 of Burford Subdivision of Lot 6 in Block 57, City of Muskogee, thence S16°04'03"W along the westerly line of said Block 57 a distance of 332.05 feet to a point on the west line of Lot 8 approximately 115.00 feet southwesterly of the Northwest corner of Lot 7;
thence easterly along a curve to the right and 40 feet northwardly from and concentric with the old main track of the Midland Valley Railroad Company having a radius of 1849.37 feet, an arc length of (327.84 feet measured, 322.00 feet record) and having a chord which bears N78°56'12"E a distance of 327.41 feet to the intersection with the extension southwardly of the easterly line of Lot 4, Block 57;
thence N14°54'00"E along said extension southwardly of the easterly line of Lot 4, a distance of 238.94 feet to the northeast corner of Lot 4;
thence N85°01'14"W along the northerly line of Block 57 a distance of (291.96 feet measured, 292.10 feet record) to the Point of Beginning,
all in Block 57, City of Muskogee, State of Oklahoma, including all vacated alleyways within and adjacent to the above described property, with the basis of bearing of this description being NAD83 Oklahoma State Plane, North Zone and prepared on 1/26/2026 by Tony Robison, LS #1686.

Containing 1.86 acres, more or less.

SHEET SIZE 11x17
SCALE: 1"= 50'
◉ =IRON PIN
—x— =FENCE




In compliance with state code, title 245-15-13-2-C-11 only easements and rights-of-way's provided to the surveyor are shown.

Bearings are based on NAD83 Oklahoma State Plane Coordinate System.

This survey was performed without the benefit of a title commitment being furnished and may contain easements or rights of ways not shown.

1/26/2026

TONY ROBISON, LAND SURVEYOR NO. 1686


**Heartland Surveying & Mapping, PLLC**
CA #4849
600 Emporia St., Ste."C"
Muskogee, Oklahoma 74401
(918) 682-7796


LICENSED PROFESSIONAL LAND SURVEYOR
TONY ROBISON 1686
OKLAHOMA

FOR: GOLDEN RULE

DATE: 1/26/2026

THIS SURVEY MEETS MINIMUM TECHNICAL SURVEY STANDARDS.

W.O.# 13588-2
SURVEYED BY: RT/PD
DRAWN BY: AM
Last Site Visit: 1/7/26

FILE NAME
Jan 26, 2026 - 2:45pm
S:\CAD -HEARTLAND-FILES\WO13588-2.dwg

**Public Works Committee** **10.**

**Meeting Date:** 04/13/2026

**Initiator:** Sarah Winkle, Director of Planning and Community Development

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**Information**

**AGENDA ITEM TITLE:**

Consider approval of a Final Plat for the Muskogee Port South First Addition, consisting of 9.71 acres more or less, or take other necessary action. (Sarah Winkle)

**LEGAL DESCRIPTION:**

A parcel of land lying in the SW1/4 of Section 28, T15N, R19E of the Indian Base and Meridian, Muskogee County, Oklahoma being more particularly described as follows: Commencing at the Southwest corner of said SW/4, thence N88°32'42”E along the South line thereof 500.48 feet to the point of beginning; thence N03°45'42”E a distance of 401.66 feet to the Northeast corner of the North 45TH Street East Addition; thence N01°39'18”W a distance of 204.80 feet; to the South line of a 20.00 feet wide access easement; thence S89°58'53”E along said South line 707.22 feet to a point that is 25.00 feet west of the centerline of an existing railroad; thence S00°12'36”W parallel with said railroad centerline 586.63 feet to the South line of said Section 28; thence S88°32'42”W along said South line 725.75 feet to the point of beginning. Containing 9.71 acres or 422,967.60 square feet

**BACKGROUND:**

The application was submitted by Jeff Underwood on behalf of the Port of Muskogee to plat the 9.71 acres allowing for use and development by Omni Valve. The final plat will subdivide the 9.71 acre tract from the 128 acre piece of land. The Final Plat went to the Subdivision Review Committee on March 24, 2026, at 10:30 a.m. and was approved with the City wanting the 24” forced main with the 15’ easement being retained. OG&E recommended a utilities' easement on the perimeter but said it was not required for approval. The Final plat complies with the requirements of the subdivision regulations.

**RECOMMENDED STAFF ACTION:**

Approve the Final plat.

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**Fiscal Impact**

**Attachments**

Staff Report

Final Plat

Zoning Map

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MUSKOGEE
Planning Department

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

# Planning & Community Development Staff Report

## City of Muskogee Planning & Zoning Commission

## April 7, 2026 @ 9:00 a.m.

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

Consider recommending to the City of Muskogee City Council approval of the Final Plat for the Muskogee Port South First Addition, consisting of 9.71 acres more or less, or take other necessary action. (Sarah Winkle)

## Planning Department Analysis

Current Zoning & Use: (P) Port Industrial – Vacant Land

Proposed Zoning & Use: (I-1) Light Industrial or (I-2) Heavy Industrial

Quarter Section, Range, Township: SW 28; R19E; T15N

Street Address: N/A: An area adjacent to the East of 4520 Chandler Rd., Muskogee OK

**Legal Description:**

A parcel of land lying in the SW1/4 of Section 28, T15N, R19E of the Indian Base and Meridian, Muskogee County, Oklahoma being more particularly described as follows: Commencing at the Southwest corner of said SW/4, thence N88°32'42”E along the South line thereof 500.48 feet to the point of beginning; thence N03°45'42”E a distance of 401.66 feet to the Northeast corner of the North 45TH Street East Addition; thence N01°39'18”W a distance of 204.80 feet; to the South line of a 20.00 feet wide access easement; thence S89°58'53”E along said South line 707.22 feet to a point that is 25.00 feet west of the centerline of an existing railroad; thence S00°12'36”W parallel with said railroad centerline 586.63 feet to the South line of said Section 28; thence S88°32'42”W along said South line 725.75 feet to the point of beginning.
Containing 9.71 acres or 422,967.60 square feet

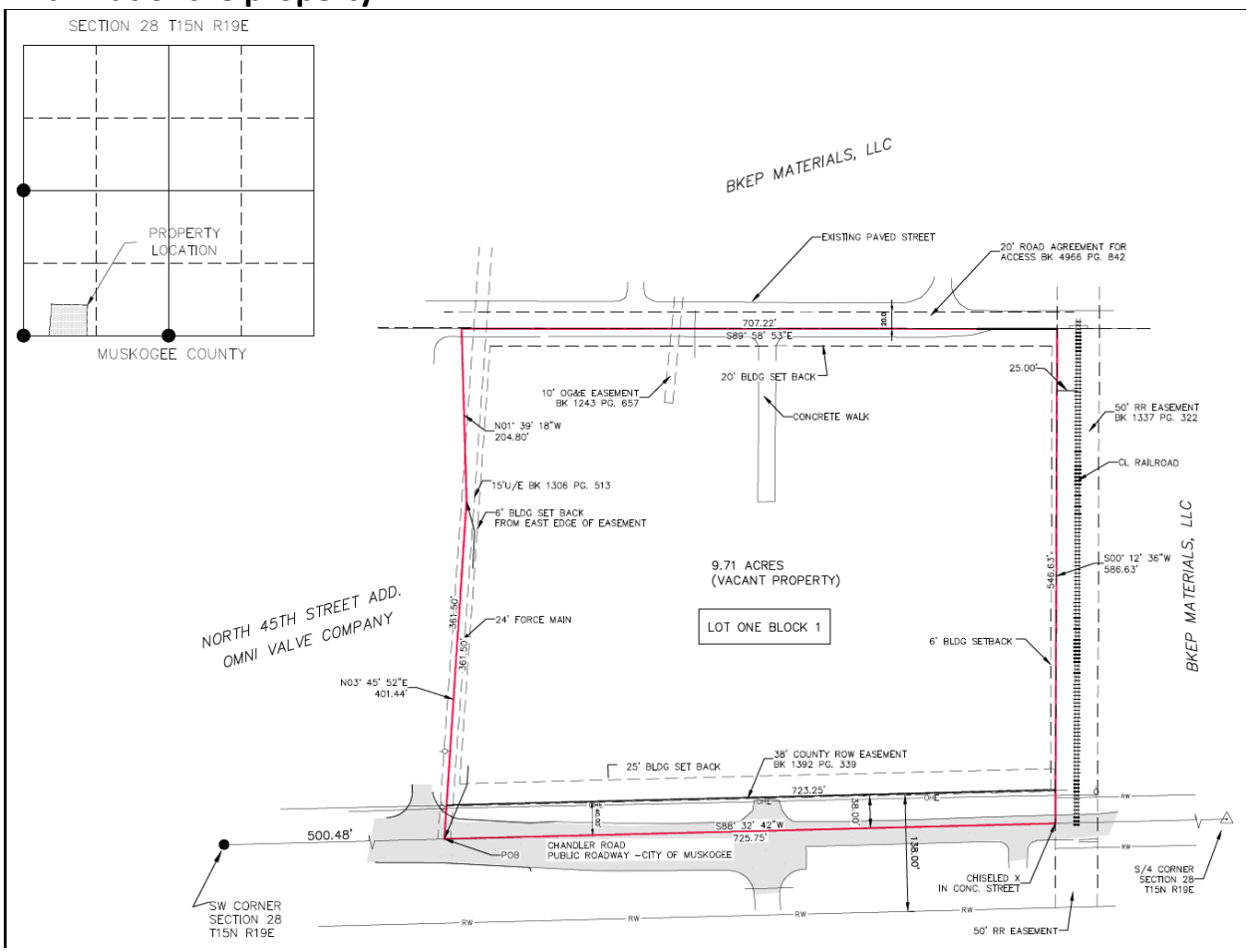
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**Discussion:** The application was submitted by Jeff Underwood on behalf of the Port of Muskogee to Plat the 9.71 acres allowing for use and development by Omni Valve. The final plat will subdivide the 9.71 acre tract from the 128 acre piece of land. The Final Plat went to Subdivision Review Committee on March 24, 2026@ 10:30 a.m. and was approved with the City wanting the 24" forced main with the 15' easement being retained. OG&E recommended a utilities easement on the perimeter but said it was not required for the approval. The Final plat complies with the requirements of the subdivision regulations.

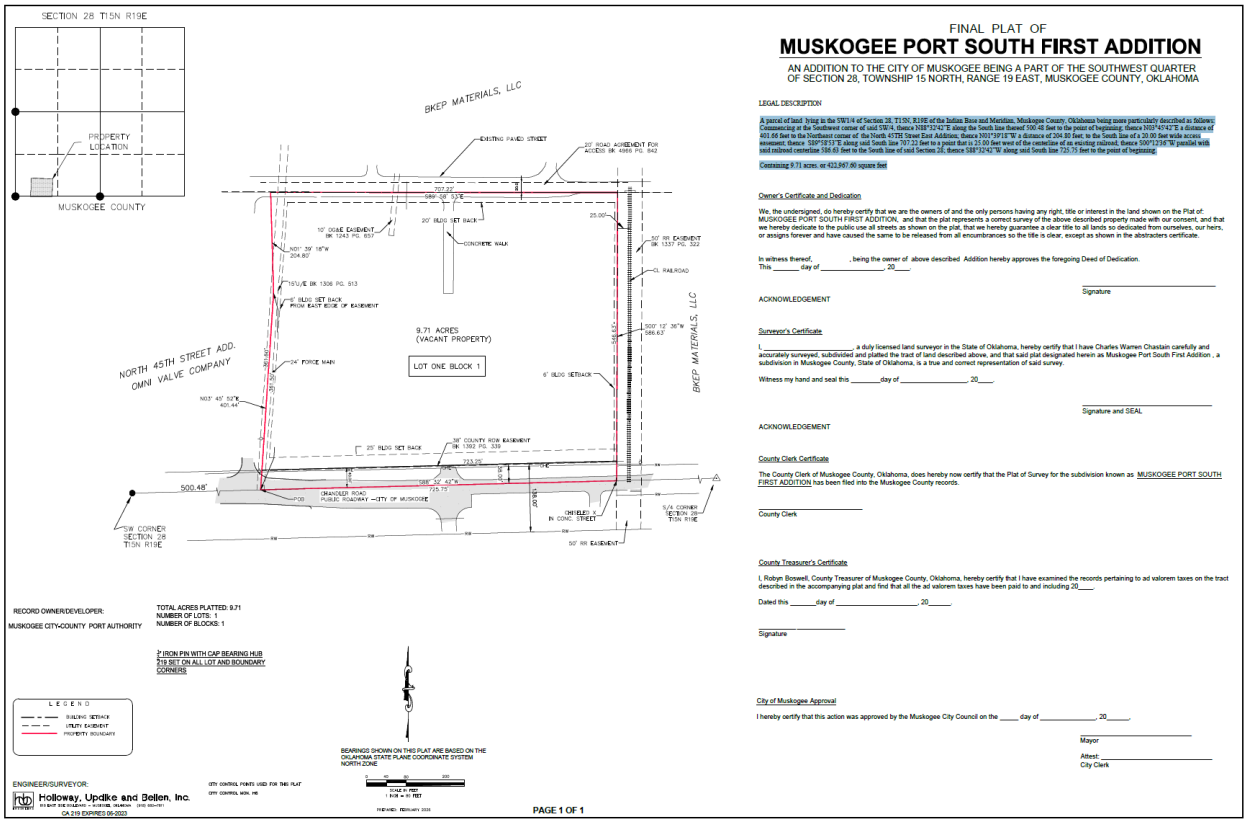
**RECOMMENDATION:** Recommend approval to City Council of the final plat.

**Final Plat of the property:**



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FINAL PLAT OF

**MUSKOGEE PORT SOUTH FIRST ADDITION**

AN ADDITION TO THE CITY OF MUSKOGEE BEING A PART OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 15 NORTH, RANGE 19 EAST, MUSKOGEE COUNTY, OKLAHOMA

SECTION 28 T15N R19E

PROPERTY LOCATION

MUSKOGEE COUNTY

BKEP MATERIALS, LLC

EXISTING PAVED STREET

20' ROAD AGREEMENT FOR ACCESS BK 4966 PG. 842

707.22'

S89° 08' 33"E

20' BLDG SET BACK

25.00'

10' DG&E EASEMENT BK 1243 PG. 657

CONCRETE WALK

50' RR EASEMENT BK 1337 PG. 322

N01° 39' 18"W 204.80'

CL RAILROAD

15'U/E BK 1306 PG. 513

6' BLDG SET BACK FROM EAST EDGE OF EASEMENT

9.71 ACRES (VACANT PROPERTY)

LOT ONE BLOCK 1

NORTH 45TH STREET ADD.

OMNI VALVE COMPANY

24" FORCE MAIN

6' BLDG SETBACK

BKEP MATERIALS, LLC

S00° 12' 36"W 586.63'

N03° 45' 53"E 401.44'

25' BLDG SET BACK

30' COUNTY ROW EASEMENT BK 1392 PG. 339

733.75'

S89° 39' 42"W 725.75'

500.48'

POB

CHANDLER ROAD PUBLIC ROADWAY -CITY OF MUSKOGEE

CHISLEY IN CONC. STREET

S/4 CORNER SECTION 28 T15N R19E

SW CORNER SECTION 28 T15N R19E

50' RR EASEMENT

RECORD OWNER/DEVELOPER:
MUSKOGEE CITY-COUNTY PORT AUTHORITY

TOTAL ACRES PLATTED: 9.71
NUMBER OF LOTS: 1
NUMBER OF BLOCKS: 1

½" IRON PIN WITH CAP BEARING HUB 219 SET ON ALL LOT AND BOUNDARY CORNERS

L E G E N D
BUILDING SETBACK
UTILITY EASEMENT
PROPERTY BOUNDARY

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

ENGINEER/SURVEYOR:
Holloway, Updike and Bellen, Inc.
CA 219 EXPIRES 06-2023

CITY CONTROL POINTS USED FOR THIS PLAT
CITY CONTROL MON. #6

SCALE IN FEET
1 INCH = 80 FEET

PREPARED: FEBRUARY 2022

PAGE 1 OF 1

**Legal Description**

A parcel of land lying in the SW1/4 of Section 28, T15N, R19E of the Indian Base and Meridian, Muskogee County, Oklahoma being more particularly described as follows: Commencing at the Southwest corner of said SW1/4, thence N88°32'42"E along the South line thereof 500.48 feet to the point of beginning; thence N03°45'42"E a distance of 401.66 feet to the Northeast corner of the North 45TH Street East Addition; thence N01°39'18"W a distance of 204.80 feet; to the South line of a 20.00 feet wide access easement; thence S89°58'53"E along said South line 707.22 feet to a point that is 25.00 feet west of the centerline of an existing railroad; thence S00°12'36"W parallel with said railroad centerline 586.63 feet to the South line of said Section 28; thence S88°32'42"W along said South line 725.75 feet to the point of beginning.

Containing 9.71 acres or 422,967.60 square feet

**Owner's Certificate and Dedication**

We, the undersigned, do hereby certify that we are the owners of and the only persons having any right, title or interest in the land shown on the Plat of: MUSKOGEE PORT SOUTH FIRST ADDITION, and that the plat represents a correct survey of the above described property made with our consent, and that we hereby dedicate to the public use all streets as shown on the plat, that we hereby guarantee a clear title to all lands so dedicated from ourselves, our heirs, or assigns forever and have caused the same to be released from all encumbrances so the title is clear, except as shown in the abstracters certificate.

In witness thereof, _____, being the owner of above described Addition hereby approves the foregoing Deed of Dedication.
This _____ day of _____, 20____.

_____
Signature

ACKNOWLEDGEMENT

**Surveyor's Certificate**

I, _____ a duly licensed land surveyor in the State of Oklahoma, hereby certify that I have Charles Warren Chastain carefully and accurately surveyed, subdivided and platted the tract of land described above, and that said plat designated herein as Muskogee Port South First Addition , a subdivision in Muskogee County, State of Oklahoma, is a true and correct representation of said survey.

Witness my hand and seal this _____day of _____, 20____.

_____
Signature and SEAL

ACKNOWLEDGEMENT

**County Clerk Certificate**

The County Clerk of Muskogee County, Oklahoma, does hereby now certify that the Plat of Survey for the subdivision known as MUSKOGEE PORT SOUTH FIRST ADDITION has been filed into the Muskogee County records.

_____
County Clerk

**County Treasurer's Certificate**

I, Robyn Boswell, County Treasurer of Muskogee County, Oklahoma, hereby certify that I have examined the records pertaining to ad valorem taxes on the tract described in the accompanying plat and find that all the ad valorem taxes have been paid to and including 20____.

Dated this _____day of _____, 20_____.

_____
Signature

**City of Muskogee Approval**

I hereby certify that this action was approved by the Muskogee City Council on the _____ day of _____, 20_____.

_____
Mayor

Attest: _____
City Clerk

## Pictures of the property:




www.muskogeeonline.org
planning@muskogeeonline.org

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**Zoning Map:**

City of Muskogee Zoning Map



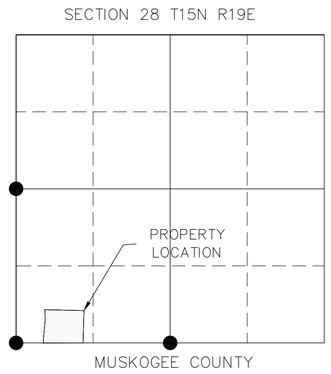

4/2/2026

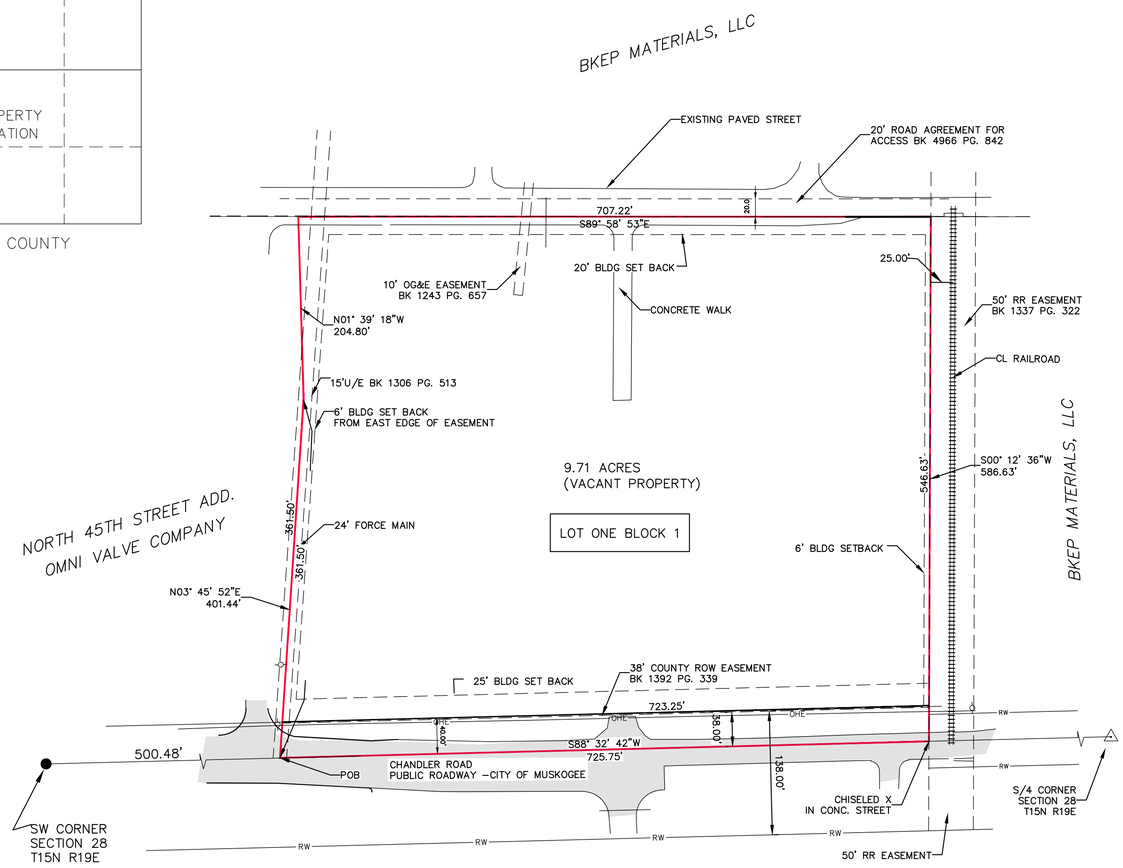
Zoning Districts
P
R-1
R-5
I-1

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

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

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# FINAL PLAT OF
# MUSKOGEE PORT SOUTH FIRST ADDITION

AN ADDITION TO THE CITY OF MUSKOGEE BEING A PART OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 15 NORTH, RANGE 19 EAST, MUSKOGEE COUNTY, OKLAHOMA

LEGAL DESCRIPTION

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Containing 9.71 acres. or 422,967.60 square feet

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In witness thereof, , being the owner of above described Addition hereby approves the foregoing Deed of Dedication.
This _____ day of _____, 20____.

_____
Signature

ACKNOWLEDGEMENT

Surveyor's Certificate

I, _____, a duly licensed land surveyor in the State of Oklahoma, hereby certify that I have Charles Warren Chastain carefully and accurately surveyed, subdivided and platted the tract of land described above, and that said plat designated herein as Muskogee Port South First Addition , a subdivision in Muskogee County, State of Oklahoma, is a true and correct representation of said survey.

Witness my hand and seal this _____day of _____, 20____.

_____
Signature and SEAL

ACKNOWLEDGEMENT

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_____
County Clerk

County Treasurer's Certificate

I, Robyn Boswell, County Treasurer of Muskogee County, Oklahoma, hereby certify that I have examined the records pertaining to ad valorem taxes on the tract described in the accompanying plat and find that all the ad valorem taxes have been paid to and including 20____.

Dated this _____day of _____, 20_____.

_____ _____
Signature

City of Muskogee Approval

I hereby certify that this action was approved by the Muskogee City Council on the _____ day of _____, 20_____,

_____
Mayor

Attest: _____
City Clerk

RECORD OWNER/DEVELOPER:

MUSKOGEE CITY-COUNTY PORT AUTHORITY

TOTAL ACRES PLATTED: 9.71
NUMBER OF LOTS: 1
NUMBER OF BLOCKS: 1

1/2" IRON PIN WITH CAP BEARING HUB 219 SET ON ALL LOT AND BOUNDARY CORNERS

LEGEND

- BUILDING SETBACK
- UTILITY EASEMENT
- PROPERTY BOUNDARY

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

0 40 80 200
SCALE IN FEET
1 INCH = 80 FEET

CITY CONTROL POINTS USED FOR THIS PLAT
CITY CONTROL MON. H6

PREPARED: FEBRUARY 2026

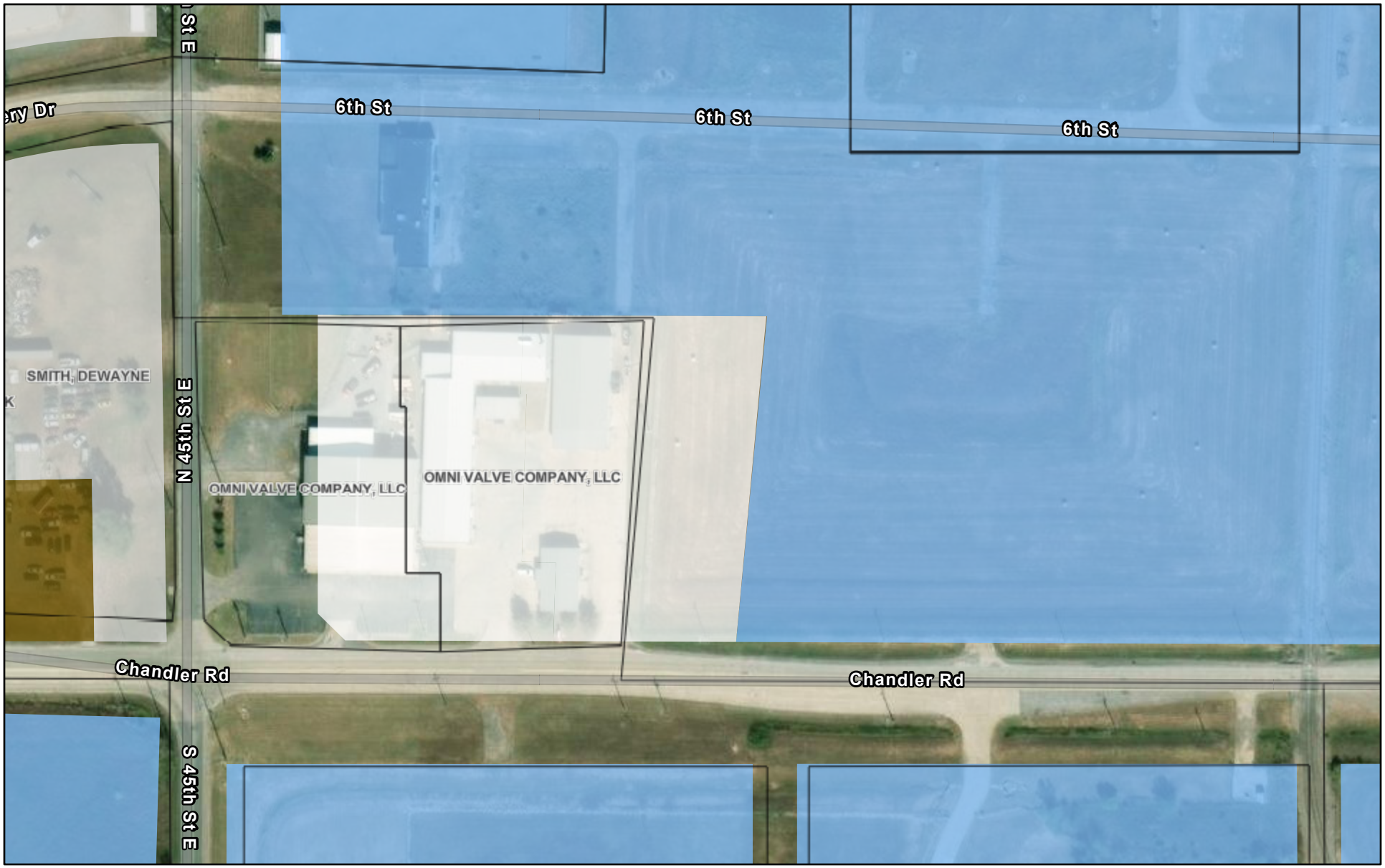
ENGINEER/SURVEYOR:

Holloway, Updike and Bellen, Inc.
818 EAST SIDE BOULEVARD – MUSKOGEE, OKLAHOMA (918) 682–7811
CA 219 EXPIRES 06-2023



G:\2024\24-245\RIVERS\245SURVPORTH OMNI VALVE PARCEL\SURVEY\MUSKOGEE PORT SOUTH FIRST ADD FINAL PLAT.dwg, 3/9/2026 10:45:59 AM

# City of Muskogee Zoning Map




4/2/2026

Zoning Districts
- P
- R-1
- R-5
- I-1

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

1:2,257

0 0.01 0.03 0.06 mi

0 0.03 0.05 0.1 km

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

**Public Works Committee** **11.**

**Meeting Date:** 04/13/2026

**Initiator:** Sarah Winkle, Director of Planning and Community Development

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**Information**

**AGENDA ITEM TITLE:**

Consider approval of the Plat for Tract A, a re-plat of part of the East Muskogee Addition, located in an area adjacent to Port Place Road and north of Harold Scroggins Road, aka Harris Road, consisting of 49.70 acres more or less, or take other necessary action. (Sarah Winkle)

**LEGAL DESCRIPTION:**

A tract of land located in the East ½ of Section 8, and the West ½ of Section 9, Township 15, North, Range 19, East, Muskogee County, Oklahoma being also part of the East Muskogee Addition to the City of Muskogee, more particularly described as follows: Commencing at the South Section Corner between said Sections 8 and 9, thence N89°20'18”E 625.28 ft.; thence N00°39'42”W 1,185.62 feet to the Point of Beginning, said point being on the East Line of Lot 8 Block 49 of said East Muskogee Addition, 132.38 feet North of the South end thereof; thence N01 11'31”W along the East Line of said East Muskogee Addition 1,096.95 feet to a point on the East Line of Lot 23, Block 38 being a point of curve; thence on a curve to the left which has a chord that bears N75 22'25”W 448.66 feet a radius of 403.78 feet and an arc length of 475.70 feet to a point of tangent; thence S69°24'49”W 83.64 feet to a point on the South Line of Block 30, East Muskogee Addition; thence along the South lines of Blocks 30, 31, and 32 S65°30”17”W a distance of 1,416.41 feet to a point 30 feet easterly of the center of Batfish road; thence S22 57'10”E parallel to said Batfish Road 524.241 feet, thence continuing parallel to said Batfish Road S24°06'22”E 372.53 feet, thence S37°23'06"E 63.11 feet, thence S45°38'15"E 438.17 feet to a on point on the Northerly Right of Way line of Harold Scroggins Road, thence along said Right-of-Way N51?21'07”E 65.82 feet, thence on a curve to the right which has a chord that bears N57 37'08”E 330.87 feet a radius of 1,215.92 feet and an arc distance of 331.90 feet to a point; thence N65 26'08”E 104.45 feet to a point on the East line of lot 25 of said block 51, thence N82 °12'42”E 52.18 feet to a point on the West line of Lot 48 of said block 50; thence N65 28'05”E 430.0 feet; thence N54°09'29"E 76.48 feet; thence N65°28'05"E 105.15 feet to a point on the East line of lot 25 of said Block 50; thence N51 07'31”E 51.64 feet to a point on the west line of Lot 8, Block 49; thence N70 05'54”E 52.56 feet to the Point of Beginning. Containing 49.70 acres more or less.

**BACKGROUND:**

The application was submitted by Jeff Underwood on behalf of the Port of Muskogee to re-plat a part of the East Muskogee Addition. The re-plat will combine multiple tracts for future industrial development. This went to the Subdivision Review Committee on March 10, 2026, and was approved with the City retaining the easements for the 30” and 42” water lines, and with OG&E retaining the easements on the north side of the plat that are still active.

The re-plat went to the Planning and Zoning Commission on April 7, 2026, and they did recommend approval. This plat also complies with the requirements of the subdivision regulations.

**Planning Department Analysis**

Current Zoning & Use: R-1; R-5; P

Proposed Zoning & Use: P – Port Industrial Use

Quarter Section, Range, Township: SE08-T15N – R19E & SW09-T15N-R19E

Street Address: N/A: An area adjacent to Port Place Road and North of Harold Scroggins Road aka. Harris Road

**RECOMMENDED STAFF ACTION:**

Approve the re-plat.

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**Fiscal Impact**

**Attachments**

Staff Report

Re-Plat

Zoning Map

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# Planning & Community Development Staff Report

**City of Muskogee Planning & Zoning Commission**

**April 7, 2026 @ 9:00 a.m.**

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

Consider recommending to the City of Muskogee City Council approval of the Re-Plat for the Tract A, a re-plat of part of East Muskogee Addition, located in an area adjacent to Port Place Road and North of Harold Scroggins Road aka. Harris Road, consisting of 49.70 acres more or less, or take other necessary action. (Sarah Winkle)

## Planning Department Analysis

Current Zoning & Use: R-1; R-5; P

Proposed Zoning & Use: P – Port Industrial Use

Quarter Section, Range, Township: SE08-T15N – R19E & SW09-T15N-R19E

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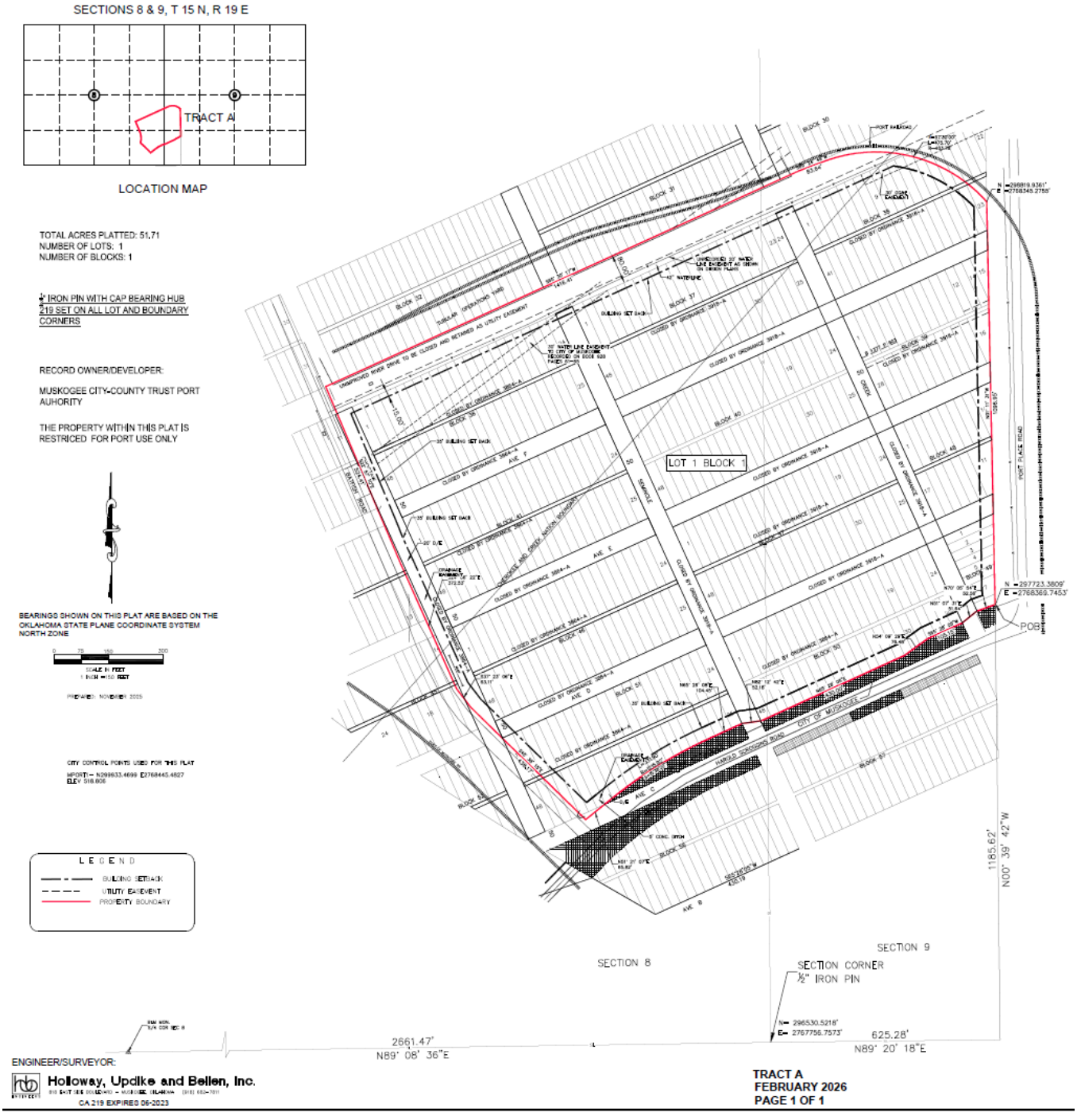
**Discussion:** The application was submitted by Jeff Underwood on behalf of the Port of Muskogee to re-plat a part of East Muskogee Addition. The re-plat will combine multiple tracts for future industrial development. The Re-Plat went to Subdivision Review Committee on March10, 2026 @ 10:30 a.m. and was approved with the City retaining the easements for the 30” and 42” water lines and OG&E retaining the easements on the North side of the plat that are still active. The re-plat complies with the requirements of the subdivision regulations.

**RECOMMENDATION:** Recommend approval to City Council of the re-plat.

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## Re-Plat of the property:



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**Pictures of the property:**

North



West



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East



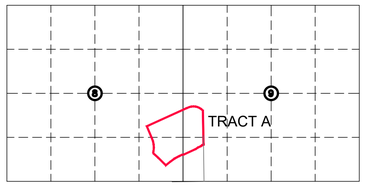
South



# FINAL PLAT OF
# TRACT A

A REPLAT OF PART OF EAST MUSKOGEE ADDITION AS DESCRIBED BELOW

SECTIONS 8 & 9, T 15 N, R 19 E




LOCATION MAP

TOTAL ACRES PLATTED: 51.71
NUMBER OF LOTS: 1
NUMBER OF BLOCKS: 1

½" IRON PIN WITH CAP BEARING HUB 219 SET ON ALL LOT AND BOUNDARY CORNERS

RECORD OWNER/DEVELOPER:

MUSKOGEE CITY-COUNTY TRUST PORT AUHORITY

THE PROPERTY WITHIN THIS PLAT IS RESTRICED FOR PORT USE ONLY

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

0 75 150 300

SCALE IN FEET
1 INCH =150 FEET

PREPARED: NOVEMBER 2025

CITY CONTROL POINTS USED FOR THIS PLAT

MPORT1– N299933.4699 E2768445.4827
ELEV 518.806




LEGEND

- BUILDING SETBACK
- UTILITY EASEMENT
- PROPERTY BOUNDARY

ENGINEER/SURVEYOR:

Holloway, Updike and Bellen, Inc.
818 EAST SIDE BOULEVARD – MUSKOGEE, OKLAHOMA (918) 682-7811
CA 219 EXPIRES 06-2023

**TRACT A**
**FEBRUARY 2026**
**PAGE 1 OF 1**

LEGAL DESCRIPTION

A tract of land located in the East ½ of Section 8, and the West ½ of Section 9, Township 15, North, Range 19, East, Muskogee County, Oklahoma being also part of the East Muskogee Addition to the City of Muskogee, more particularly described as follows: Commencing at the South Section Corner between said Sections 8 and 9, thence N89°20'18"E 625.28 ft.; thence N00°39'42"W 1,185.62 feet to the Point of Beginning, said point being on the East Line of Lot 8 Block 49 of said East Muskogee Addition, 132.38 feet North of the South end thereof; thence N01 11'31"W along the East Line of said East Muskogee Addition 1,096.95 feet to a point on the East Line of Lot 23, Block 38 being a point of curve; thence on a curve to the left which has a chord that bears N75 22'25"W 448.66 feet a radius of 403.78 feet and an arc length of 475.70 feet to a point of tangent; thence S69°24'49"W 83.64 feet to a point on the South Line of Block 30, East Muskogee Addition; thence along the South lines of Blocks 30, 31, and 32 S65°30'17"W a distance of 1,416.41 feet to a point 30 feet easterly of the center of Batfish road; thence S22 5710"E parallel to said Batfish Road 524.241eet , thence continuing parallel to said Batfish Road S24°06'22"E 372.53 feet, thence S37°23'06"E 63.11 feet, thence S45°38'15"E 438.17 feet to a on point on the Northerly Right of Way line of Harold Scroggins Road, thence along said Right-of-Way N51°21'07"E 65.82 feet, thence on a curve to the right which has a chord that bears N57 37'08"E 330.87 feet a radius of 1,215.92 feet and an arc distance of 331.90 feet to a point; thence N65 26'08"E 104.45 feet to a point on the East line of lot 25 of said block 51, thence N82 °12'42"E 52.18 feet to a point on the West line of Lot 48 of said block 50; thence N65 28'05"E 430.0 feet; thence N54°09'29"E 76.48 feet; thence N65°28'05"E 105.15 feet to a point on the East line of lot 25 of said Block 50; thence N51 07'31"E 51.64 feet to a point on the west line of Lot 8, Block 49; thence N70 05'54"E 52.56 feet to the Point of Beginning. Containing 49.70 acres more or less.

Owner's Certificate and Dedication

We, the undersigned, do hereby certify that we are the owners of and the only persons having any right, title or interest in the land shown on the Plat of: TRACT A, and that the plat represents a correct survey of the above described property made with our consent, and that we hereby dedicate to the public use all streets as shown on the plat, that the easements as shown on the plat are created for the installation and maintenance of public utilities; that we hereby guarantee a clear title to all lands so dedicated from ourselves, our heirs, or assigns forever and have caused the same to be released from all encumbrances so the title is clear, except as shown in the abstracters certificate.

RESTRICTIONS (if any)

In witness thereof, , being the owner of TRACT A, hereby approves the foregoing Deed of Dedication.
This _____ day of _____, 20____.

_____
Signature

ACKNOWLEDGEMENT

Surveyor's Certificate

I, _____, a duly licensed land surveyor in the State of Oklahoma, hereby certify that I have Charles Warren Chastain carefully and accurately surveyed, subdivided and platted the tract of land described above, and that said plat designated herein as The Silo at Doering Crossing , a subdivision in Muskogee County, State of Oklahoma, is a true and correct representation of said survey.

Witness my hand and seal this _____day of _____, 20____.

_____
Signature and SEAL

ACKNOWLEDGEMENT

County Clerk Certificate

The County Clerk of Muskogee County, Oklahoma, does hereby now certify that the Plat of Survey for the subdivision known as The Silo at Doering Crossing has been filed into the Muskogee County records.

_____
County Clerk

County Treasurer's Certificate

I, Robyn Boswell, County Treasurer of Muskogee County, Oklahoma, hereby certify that I have examined the records pertaining to ad valorem taxes on the tract described in the accompanying plat and find that all the ad valorem taxes have been paid to and including 20____.

Dated this _____day of _____, 20_____.

_____
Signature

Improvement Assurance

"I, _____, owner, developer, successor, or assignee, hereby agree that no transfer of deeds or building permits will be transacted until all streets and utility improvements have been completed and accepted by the city or appropriate financial guarantees as required by section 70-80(d) have been submitted and accepted."

City of Muskogee Approval

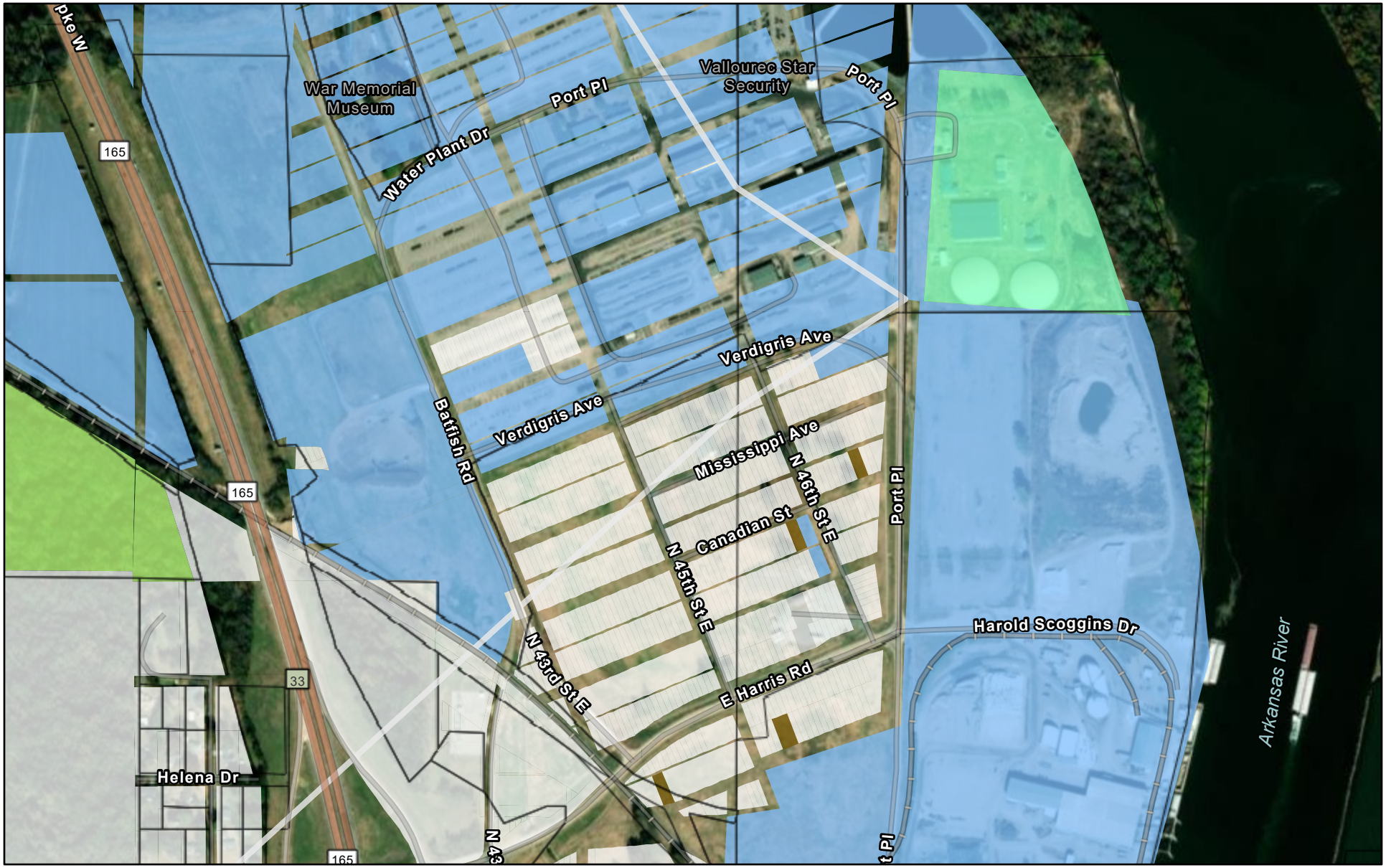
I hereby certify that this action was approved by the Muskogee City Council on the _____ day of _____, 20_____,

_____
Mayor

Attest: _____
City Clerk

G:\2025\J-255\DWG\J255DRVP001-TRACT A PLAT\TRACT A PLAT.dwg, 2/17/2026 10:34:32 AM

# City of Muskogee Zoning Map




2/23/2026

Tribal Boundaries

Zoning Districts

A

R-1

R-5

I-1

P

PP

World Imagery

Low Resolution 15m Imagery

High Resolution 60cm Imagery

High Resolution 30cm Imagery

Citations

2.4m Resolution Metadata

1:9,028

0 0.05 0.1 0.2 mi

0 0.1 0.2 0.4 km

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

**Public Works Committee** **12.**

**Meeting Date:** 04/13/2026

**Initiator:** Sarah Winkle, Director of Planning and Community Development

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**Information**

**AGENDA ITEM TITLE:**

Hold a Public Hearing and consider approval of Ordinance No. 4302-A, a request to rezone the property located in SE Section 08, Township 15, Range 19 E, and SW Section 09, Township 15, Range 19E, of the Indian Base and Meridian, rezoning the property from R-1, Single-Family Residential, to P-Port, Industrial, and if approved, authorize Staff to update the Official Zoning Map of the City, or take other necessary action. (Sarah Winkle)

**LEGAL DESCRIPTION:**

A tract of land located in the East½ of Section 8, and the West½ of Section 9, Township 15, North, Range 19, East, Muskogee County, Oklahoma being also part of the East Muskogee Addition to the City of Muskogee, more particularly described as follows: Commencing at the South Section Corner between said Sections 8 and 9, thence N89°20'18"E 625.28 ft.; thence N00°39142"W 1,185.62 feet to the Point of Beginning, said point being on the East Line of Lot 8 Block 49 of said East Muskogee Addition, 132.38 feet North of the South end thereof; thence N0111'31"W along the East Line of said East Muskogee Addition 1,096.95 feet to a point on the East line of Lot 23, Block 38 being a point of curve; thence on a curve to the left which has a chord that bears N75 22'25"W 448.66 feet a radius of 403.78 feet and an arc length of 475.70 feet to a point of tangent; thence S69°24'49"W 83.64 feet to a point on the South Line of Block 30, East Muskogee Addition; thence along the South lines of Blocks 30, 31, and 32 S65°30"17"W a distance of 1,416.41 feet to a point 30 feet easterly of the center of Batfish road; thence S22 16'00"E parallel to said Batfish Road 524.24 feet, thence continuing parallel to said Batfish Road S25 04'11"E 372.92 feet, thence S37°2310611E 63.11 feet, thence S45°38'15"E 438.17 feet to a on point on the Northerly Right of Way line of Harold Scroggins Road, thence along said Right-of-Way N51 °21’07"E 65.82 feet, thence on a curve to the right which has a chord that bears N57 37'08"E 330.87 feet a radius of 1,215.92 feet and an arc distance of 331.90 feet to a point; thence N65 26108"E 104.45 feet to a point on the East line of lot 25 of said block 51, thence N82 °12'42"E 52.18 feet to a point on the West line of Lot 48 of said block 50; thence N65 28'0S"E 430.0 feet; thence N54°09129°E 76.48 feet; thence N6S0 28'0511E 105.15 feet to a point on the East line of lot 25 of said Block 50; thence N51 07’31"E 51.64 feet to a point on the west line of Lot 8, Block 49; thence N70 05'54"E 52.56 feet to the Point of Beginning. Containing 49. 70 acres more or less.

**BACKGROUND:**

The applicant has requested a rezone of the multiple tracts located adjacent to Port Place Road and North Harold Scroggins Road, aka. Harris Road, to P-Port Industrial to allow for future industrial use and development. The request does conform to the 2025 Muskogee Comprehensive Plan and Future Land use Plan.

**Planning Department Analysis**

- Current Zoning & Use
  - R-1, Single Family Residential
  - Vacant

- Proposed Zoning & Use
  - Port- Port Industrial
  - Industrial
- Street Address: SE Section 08, Township 15, Range 19 E and the SW Section 09, Township 15, Range 19 E of the Indian base and meridian

**RECOMMENDED STAFF ACTION:**

Approve Ordinance 4302-A

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**Fiscal Impact**

**Attachments**

Ordinance 4302-A

Staff Report

Zoning Map

Future Land Use Map

Survey

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ORDINANCE NO. 4302-A

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF MUSKOGEE AS PROVIDED BY CHAPTER 90, SECTION 01-03, OF THE MUSKOGEE CITY CODE, SEPTEMBER 2014, BY RE-ZONING PROPERTY LOCATED ADJACENT TO PORT PLACE ROAD AND NORTH HAROLD SCROGGINS ROAD AKA HARRIS ROAD IN THE CITY OF MUSKOGEE, COUNTY OF MUSKOGEE, STATE OF OKLAHOMA. THE TRACT OF LAND IS IN THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 15 NORTH, RANGE 19 EAST AND SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 15 NORTH, RANGE 19 EAST OF THE INDIAN BASE AND MERIDIAN, MUSKOGEE COUNTY, STATE OF OKLAHOMA. CONTAINING 49.70 ACRES MORE OR LESS, AND PROVIDING FOR SEVERABILITY. THE PROPERTY IS MORE PARTICULARLY DESCRIBED AS:

A tract of land located in the East½ of Section 8, and the West½ of Section 9, Township 15, North, Range 19, East, Muskogee County, Oklahoma being also part of the East Muskogee Addition to the City of Muskogee, more particularly described as follows: Commencing at the South Section Corner between said Sections 8 and 9, thence N89°20'18"E 625.28 ft.; thence N00°39142"W 1,185.62 feet to the Point of Beginning, said point being on the East Line of Lot 8 Block 49 of said East Muskogee Addition, 132.38 feet North of the South end thereof; thence N0111'31"W along the East Line of said East Muskogee Addition 1,096.95 feet to a point on the East line of Lot 23, Block 38 being a point of curve; thence on a curve to the left which has a chord that bears N75 22'25"W 448.66 feet a radius of 403.78 feet and an arc length of 475.70 feet to a point of tangent; thence S69°24'49"W 83.64 feet to a point on the South Line of Block 30, East Muskogee Addition; thence along the South lines of Blocks 30, 31, and 32 S65°30"17"W a distance of 1,416.41 feet to a point 30 feet easterly of the center of Batfish road; thence S22 16'00"E parallel to said Batfish Road 524.24 feet, thence continuing parallel to said Batfish Road S25 04'11"E 372.92 feet, thence S37°2310611E 63.11 feet, thence S45°38'15"E 438.17 feet to a on point on the Northerly Right of Way line of Harold Scroggins Road, thence along said Right-of-Way N51 °21’07"E 65.82 feet, thence on a curve to the right which has a chord that bears N57 37'08"E 330.87 feet a radius of 1,215.92 feet and an arc distance of 331.90 feet to a point; thence N65 26108"E 104.45 feet to a point on the East line of lot 25 of said block 51, thence N82 °12'42"E 52.18 feet to a point on the West line of Lot 48 of said block 50; thence N65 28'0S"E 430.0 feet; thence N54°09129°E 76.48 feet; thence N6S0 28'0511E 105.15 feet to a point on the East line of lot 25 of said Block 50; thence N51 07’31"E 51.64 feet to a point on the west line of Lot 8, Block 49; thence N70 05'54"E 52.56 feet to the Point of Beginning. Containing 49. 70 acres more or less.

(Muskogee City-County Port Authority, Applicant)

FROM R-1 SINGLE FAMILY RESIDENTIAL

TO
P PORT INDUSTRIAL

WHEREAS, the City of Muskogee Planning and Zoning Commission, in a meeting held APRIL 7, 2026, did recommend the approval of the rezoning of the property set out above in the title of the Ordinance, and did authorize the director of the Commission to advise the Council of the City of Muskogee of this recommendation, NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MUSKOGEE, OKLAHOMA,

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

A tract of land located in the East½ of Section 8, and the West½ of Section 9, Township 15, North, Range 19, East, Muskogee County, Oklahoma being also part of the East Muskogee Addition to the City of Muskogee, more particularly described as follows: Commencing at the South Section Corner between said Sections 8 and 9, thence N89°20'18"E 625.28 ft.; thence N00°39142"W 1,185.62 feet to the Point of Beginning, said point being on the East Line of Lot 8 Block 49 of said East Muskogee Addition, 132.38 feet North of the South end thereof; thence N0111'31"W along the East Line of said East Muskogee Addition 1,096.95 feet to a point on the East line of Lot 23, Block 38 being a point of curve; thence on a curve to the left which has a chord that bears N75 22'25"W 448.66 feet a radius of 403.78 feet and an arc length of 475.70 feet to a point of tangent; thence S69°24'49"W 83.64 feet to a point on the South Line of Block 30, East Muskogee Addition; thence along the South lines of Blocks 30, 31, and 32 S65°30"17"W a distance of 1,416.41 feet to a point 30 feet easterly of the center of Batfish road; thence S22 16'00"E parallel to said Batfish Road 524.24 feet, thence continuing parallel to said Batfish Road S25 04'11"E 372.92 feet, thence S37°2310611E 63.11 feet, thence S45°38'15"E 438.17 feet to a on point on the Northerly Right of Way line of Harold Scroggins Road, thence along said Right-of-Way N51 °21’07"E 65.82 feet, thence on a curve to the right which has a chord that bears N57 37'08"E 330.87 feet a radius of 1,215.92 feet and an arc distance of 331.90 feet to a point; thence N65 26108"E 104.45 feet to a point on the East line of lot 25 of said block 51, thence N82 °12'42"E 52.18 feet to a point on the West line of Lot 48 of said block 50; thence N65 28'0S"E 430.0 feet; thence N54°09129°E 76.48 feet; thence N6S0 28'0511E 105.15 feet to a point on the East line of lot 25 of said Block 50; thence N51 07’31"E 51.64 feet to a point on the west line of Lot 8, Block 49; thence N70 05'54"E 52.56 feet to the Point of Beginning. Containing 49. 70 acres more or less.

FROM R-1 SINGLE FAMILY RESIDENTIAL

TO
P PORT INDUSTRIAL

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

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

Section 3. REPEALER. All other ordinances or parts of ordinances in direct conflict

herewith are repealed to the extent of the conflict only.

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MUSKOGEE, OKLAHOMA, THIS _____ DAY OF APRIL, 2026.

_____

**RYAN LOWE, MAYOR**

ATTEST:

_____

**TAMMY L. TRACY, CITY CLERK**

(SEAL)

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

_____

**KATRINA BODENHAMER, CITY ATTORNEY**

MUSKOGEE
Planning Department

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

# Planning & Community Development Staff Report

**Agenda Item Title:**
Hold a public hearing and consider a recommendation to the City Council of the City of Muskogee to approve Ordinance 4302-A, a rezone request, for the property located in the SE Section 08, Township 15, Range 19 E and the SW Section 09, Township 15, Range 19 E of the Indian base and meridian, rezoning the property from R-1 Single Family Residential to P- Port Industrial, and if approved, authorize staff to update the official city map. (Sarah Winkle)

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

1. City of Muskogee Planning & Zoning Commission on April 7, 2026 at 9:00 A.M.
2. City of Muskogee Public Works Meeting on April 13, 2026 at 5:30 P.M.
3. City of Muskogee City Council on April 27, 2026 at 5:30 P.M.

This notice was published in the Muskogee Phoenix for circulation no later than March 18, 2026 and all property owners within a 300 foot radius of the property were noticed.

**Legal Description:**
A tract of land located in the East½ of Section 8, and the West½ of Section 9, Township 15, North, Range 19, East, Muskogee County, Oklahoma being also part of the East Muskogee Addition to the City of Muskogee, more particularly described as follows: Commencing at the South Section Corner between said Sections 8 and 9, thence N89°20'18"E 625.28 ft.; thence N00°39142"W 1,185.62 feet to the Point of Beginning, said point being on the East Line of Lot 8 Block 49 of said East Muskogee Addition, 132.38 feet North of the South end thereof; thence N0111'31"W along the East Line of said East Muskogee Addition 1,096.95 feet to a point on the East line of Lot 23, Block 38 being a point of curve; thence on a curve to the left which has a chord that bears N75 22'25"W 448.66 feet a radius of 403.78 feet and an arc length of 475.70 feet to a point of tangent; thence S69°24'49"W 83.64 feet to a point on the South Line of Block 30, East Muskogee Addition; thence along the South lines of Blocks 30, 31, and 32 S65°30"17"W a

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

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**Background:**

Planning Department Analysis

- Current Zoning & Use
  - R-1, Single Family Residential
  - Vacant
- Proposed Zoning & Use
  - Port- Port Industrial
  - Industrial
- Street Address: SE Section 08, Township 15, Range 19 E and the SW Section 09, Township 15, Range 19 E of the Indian base and meridian

**Discussion:**

The applicant has requested a rezone of the multiple tracts located adjacent to Port Place Road and North Harold Scroggins Road aka. Harris Road, to P-Port Industrial to allow for future industrial use and development. The request does conform to the 2025 Muskogee Comprehensive Plan and Future Land use Plan.

**Recommendation:** Recommend approval to City Council of Ordinance 4302-A, a rezone request.

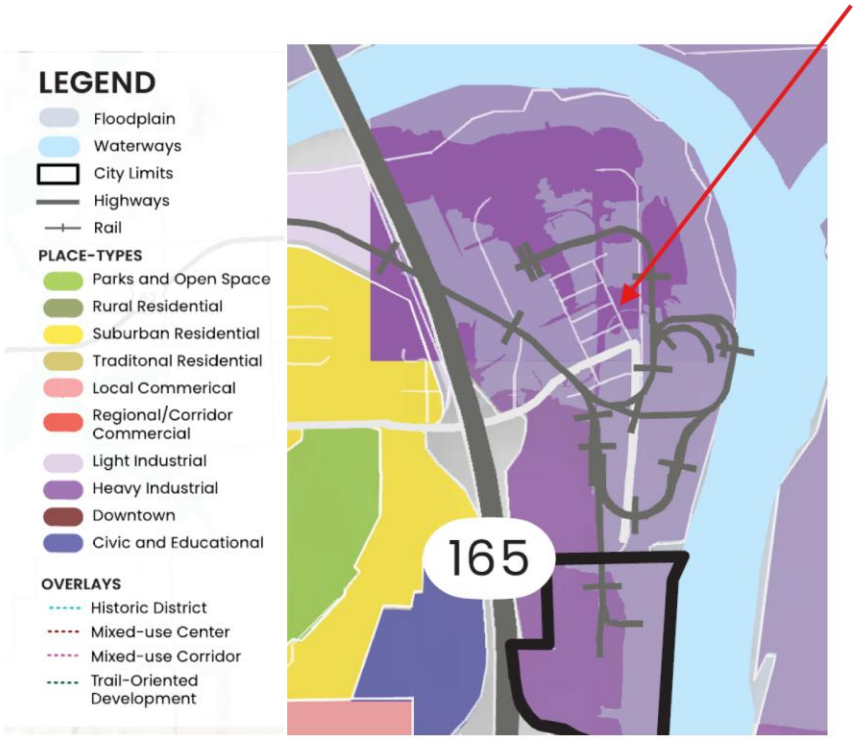
MUSKOGEE
Planning Department

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

## Zoning Map




## Future Land Use Map



# City of Muskogee Zoning Map




3/2/2026

Zoning Districts

- P
- R-1
- R-5
- I-1

World Imagery

Low Resolution 15m Imagery

High Resolution 60cm Imagery

High Resolution 30cm Imagery

Citations

1.2m Resolution Metadata

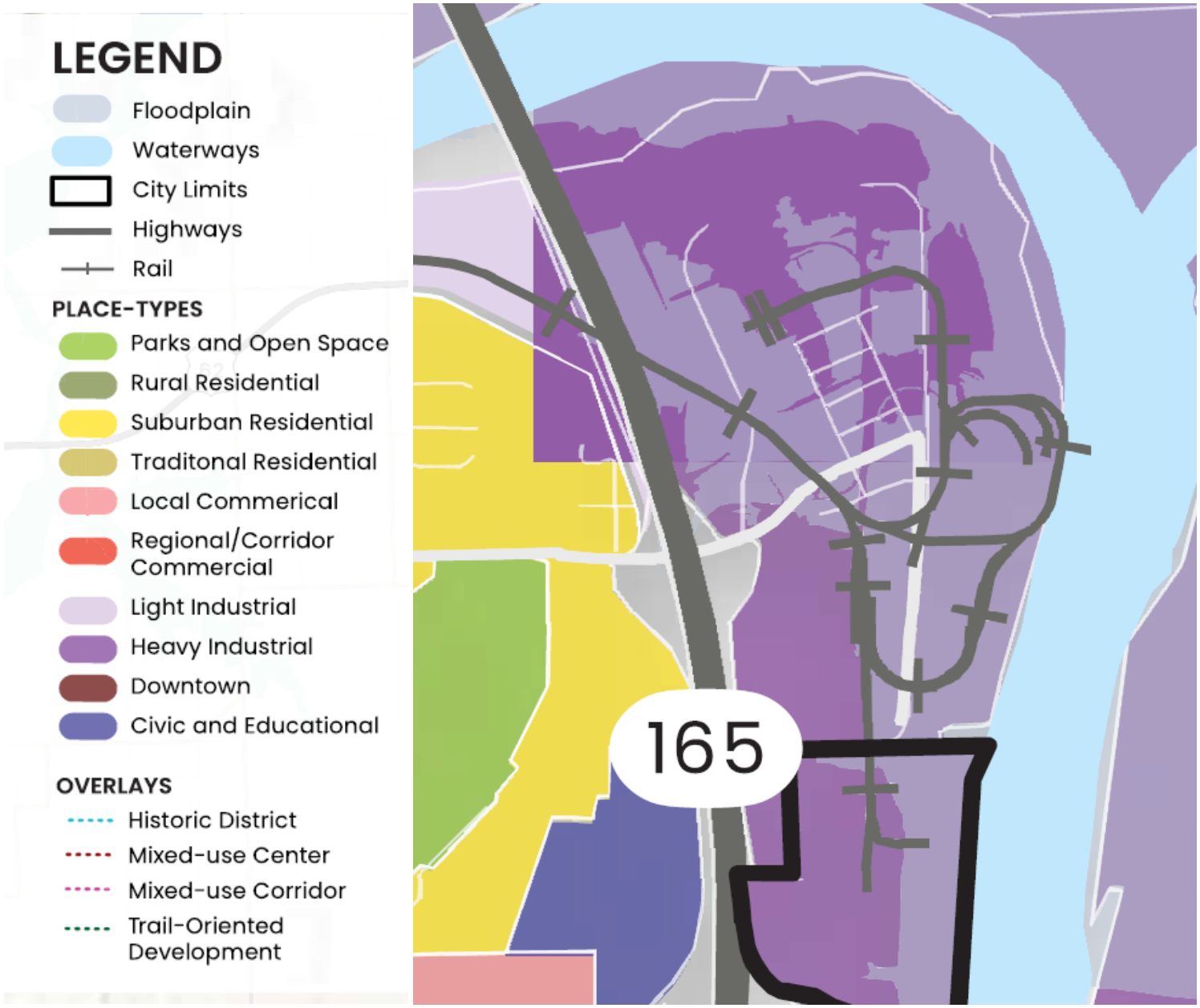
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0 0.05 0.1 0.2 km

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

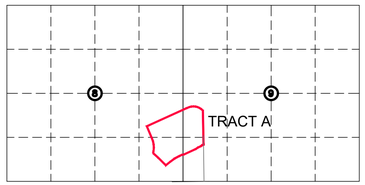
# Future Land Use Map



# FINAL PLAT OF
# TRACT A

A REPLAT OF PART OF EAST MUSKOGEE ADDITION AS DESCRIBED BELOW

SECTIONS 8 & 9, T 15 N, R 19 E




LOCATION MAP

TOTAL ACRES PLATTED: 51.71
NUMBER OF LOTS: 1
NUMBER OF BLOCKS: 1

½" IRON PIN WITH CAP BEARING HUB 219 SET ON ALL LOT AND BOUNDARY CORNERS

RECORD OWNER/DEVELOPER:

MUSKOGEE CITY-COUNTY TRUST PORT AUHORITY

THE PROPERTY WITHIN THIS PLAT IS RESTRICED FOR PORT USE ONLY

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

0 75 150 300

SCALE IN FEET
1 INCH =150 FEET

PREPARED: NOVEMBER 2025

CITY CONTROL POINTS USED FOR THIS PLAT

MPORT1– N299933.4699 E2768445.4827
ELEV 518.806




LEGEND

- BUILDING SETBACK
- UTILITY EASEMENT
- PROPERTY BOUNDARY

ENGINEER/SURVEYOR:

Holloway, Updike and Bellen, Inc.
818 EAST SIDE BOULEVARD – MUSKOGEE, OKLAHOMA (918) 682-7811
CA 219 EXPIRES 06-2023

**TRACT A**
**FEBRUARY 2026**
**PAGE 1 OF 1**

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Owner's Certificate and Dedication

We, the undersigned, do hereby certify that we are the owners of and the only persons having any right, title or interest in the land shown on the Plat of: TRACT A, and that the plat represents a correct survey of the above described property made with our consent, and that we hereby dedicate to the public use all streets as shown on the plat, that the easements as shown on the plat are created for the installation and maintenance of public utilities; that we hereby guarantee a clear title to all lands so dedicated from ourselves, our heirs, or assigns forever and have caused the same to be released from all encumbrances so the title is clear, except as shown in the abstracters certificate.

RESTRICTIONS (if any)

In witness thereof, , being the owner of TRACT A, hereby approves the foregoing Deed of Dedication.
This _____ day of _____, 20____.

_____
Signature

ACKNOWLEDGEMENT

Surveyor's Certificate

I, _____, a duly licensed land surveyor in the State of Oklahoma, hereby certify that I have Charles Warren Chastain carefully and accurately surveyed, subdivided and platted the tract of land described above, and that said plat designated herein as The Silo at Doering Crossing , a subdivision in Muskogee County, State of Oklahoma, is a true and correct representation of said survey.

Witness my hand and seal this _____day of _____, 20____.

_____
Signature and SEAL

ACKNOWLEDGEMENT

County Clerk Certificate

The County Clerk of Muskogee County, Oklahoma, does hereby now certify that the Plat of Survey for the subdivision known as The Silo at Doering Crossing has been filed into the Muskogee County records.

_____
County Clerk

County Treasurer's Certificate

I, Robyn Boswell, County Treasurer of Muskogee County, Oklahoma, hereby certify that I have examined the records pertaining to ad valorem taxes on the tract described in the accompanying plat and find that all the ad valorem taxes have been paid to and including 20____.

Dated this _____day of _____, 20_____.

_____
Signature

Improvement Assurance

"I, _____, owner, developer, successor, or assignee, hereby agree that no transfer of deeds or building permits will be transacted until all streets and utility improvements have been completed and accepted by the city or appropriate financial guarantees as required by section 70-80(d) have been submitted and accepted."

City of Muskogee Approval

I hereby certify that this action was approved by the Muskogee City Council on the _____ day of _____, 20_____,

_____
Mayor

Attest: _____
City Clerk

G:\2025\J-255\DWG\J255DRVP001-TRACT A PLAT\TRACT A PLAT.dwg, 2/17/2026 10:34:32 AM

**Public Works Committee** **13.**

**Meeting Date:** 04/13/2026

**Initiator:** Sarah Winkle, Director of Planning and Community Development

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**Information**

**AGENDA ITEM TITLE:**

Hold a Public Hearing and consider approval of Ordinance No. 4297-A, a request for street closure for the property located at River Drive between North 43rd Street East and North 46th Street East and, if approved, authorize Staff to update the Official Zoning Map of the City, or take other necessary action. (Sarah Winkle)

**LEGAL DESCRIPTION:**

A PART OF RIVER DRIVE OF EAST MUSKOGEE ADDITION, BEING LOCATED IN THE EAST HALF OF SECTION 8, AND THE WEST HALF OF SECTION 9, TOWNSHIP 15 NORTH, RANGE 19 EAST, MUSKOGEE COUNTY, OKLAHOMA. MORE PARTICULARLY DESCRIBED AS COMMENCING AT THE SOUTH CORNER OF SAID SECTION 8 AND 9, THENCE N88°20’18”E 625.28 FEET, THENCE N00°39’42”W 2282.57 FEET TO A POINT ON THE EAST LINE OF LOT 23, BLOCK 38 OF SAID EAST MUSKOGEE ADDITION, THENCE ON A CURVE HAVING A RADIUS OF 403.78 FEET, A CHORD WHICH BEARS N60°13’01”W 257.50 FEET AN ARC DISTANCE OF 262.08 FEET TO THE POINT OF BEGINNIG, SAID POINT BEING ON THE NORTH LINE OF SAID BLOCK 38 AND THE SOUTH LINE OF RIVER DRIVE, THENCE S65°30’17”W ALONG SAID SOUTH LINE OF RIVER DRIVE 1699.75 FEET TO A POINT ON THE EAST LINE OF BATFISH ROAD, THENCE ALONG SAID EAST LINE 22°57’10”W 80.00 FEET TO THE NORTH LINE OF SAID RIVER DRIVE, THENCE N65°30’17”E ALONG SAID NORTH LINE 1416.41 FEET, THENCE N69°24’49”E 83.64 FEET TO A POINT OF CURVE THENCE ON A CURVE HAVING A RADIUS OF 403.78 FEET AND A CHORD WHICH BEARS N86°01’57”E 211.14 FEEET, AN ARC DISTANCE OF 213.62 FEET TO THE POINT OF BEGINNING.

**BACKGROUND:**

The applicant has requested a street closure of the property located at River Drive between North 43rd Street East and North 46th Street East. The street closure will be for property improvement and retention as a utility easement. The area is currently unimproved. This request went to the Subdivision Review Committee on 3/10/26 and was approved with the City retaining the easements for the 30" and 42" water lines. Additionally, OG&E will be retaining the easements on the north side of the plat.

**RECOMMENDED STAFF ACTION:**

Approve Ordinance 4297-A, a street closure request.

---

**Fiscal Impact**

**Attachments**

Staff Report

Ordinance 4297-A

MUSKOGEE
Planning Department

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

# Planning & Community Development Staff Report

Agenda Item Title:
Hold a public hearing and consider a recommendation to the City Council of the City of Muskogee to approve Ordinance 4297-A, a Street Closure request, for the property located at **River Drive between North 43rd Street East and North 46th Street East** and if approved, authorize staff to update the official city map. (Sarah Winkle)

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

1. **City of Muskogee Planning & Zoning Commission on April 7, 2026 at 9:00 A.M.**
2. **City of Muskogee Public Works Meeting on April 13, 2026 at 5:30 P.M.**
3. **City of Muskogee City Council on April 27, 2026 at 5:30 P.M.**

This notice was published in the Muskogee Phoenix for circulation no later than March 18, 2026 and all property owners within a 300 foot radius of the property were noticed.

Legal Description:
A PART OF RIVER DRIVE OF EAST MUSKOGEE ADDITION, BEING LOCATED IN THE EAST HALF OF SECTION 8, AND THE WEST HALF OF SECTION 9, TOWNSHIP 15 NORTH, RANGE 19 EAST, MUSKOGEE COUNTY, OKLAHOMA. MORE PARTICULARLY DESCRIBED AS COMMENCING AT THE SOUTH CORNER OF SAID SECTION 8 AND 9, THENCE N88°20’18”E 625.28 FEET, THENCE N00°39’42”W 2282.57 FEET TO A POINT ON THE EAST LINE OF LOT 23, BLOCK 38 OF SAID EAST MUSKOGEE ADDITION, THENCE ON A CURVE HAVING A RADIUS OF 403.78 FEET, A CHORD WHICH BEARS N60°13’01”W 257.50 FEET AN ARC DISTANCE OF 262.08 FEET TO THE POINT OF BEGINNIG, SAID POINT BEING ON THE NORTH LINE OF SAID BLOCK 38 AND THE SOUTH LINE OF RIVER DRIVE, THENCE S65°30’17”W ALONG SAID SOUTH LINE OF RIVER DRIVE 1699.75 FEET TO A POINT ON THE EAST LINE OF BATFISH ROAD, THENCE ALONG SAID EAST LINE 22°57’10”W 80.00 FEET TO THE NORTH LINE OF SAID RIVER DRIVE, THENCE N65°30’17”E ALONG SAID NORTH LINE 1416.41 FEET, THENCE N69°24’49”E 83.64 FEET TO A POINT OF CURVE THENCE ON A CURVE HAVING A RADIUS OF 403.78 FEET AND A CHORD WHICH BEARS N86°01’57”E 211.14 FEEET, AN ARC DISTANCE OF 213.62 FEET TO THE POINT OF BEGINNING.

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

Background:

## Planning Department Analysis

- Current Zoning & Use
  - R-1, Single Family Residential
  - Vacant
- Proposed Zoning & Use
  - Port- Port Industrial
  - Industrial
- Street Address: River Drive between North 43rd Street East and North 46th Street East

Discussion

The applicant has requested a street closure of the property located at River Drive between North 43rd Street East and North 46th Street East. The street closure will be for property improvement and retaining as utility easement. This request went to Subdivision Review Committee on 3/10/26 and was approved with the City retaining easements. The request does conform to the 2025 Muskogee Comprehensive Plan and Future Land use Plan.

**RECOMMENDATION:** Recommend approval to City Council of Ordinance 4297-A, Street Closure request

MUSKOGEE
Planning Department

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

## City of Muskogee Zoning Map






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

North



West



East



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

South



**ORDINANCE NO. 4297-A**

AN ORDINANCE TO CLOSE RIVER DRIVE BETWEEN NORTH 43RD STREET EAST AND NORTH 46TH STREET EAST. (Muskogee City-County Port Authority and the City of Muskogee, Petitioner)

WHEREAS, a petition has been filed by the property owner requesting said parts of River Drive between North 43rd Street East and North 46th Street East, as stated, be closed and discontinued from public use, and;

WHEREAS, utility easement shall be retained over the aforementioned property in the existing dimensions of the rights-of-way, and;

WHEREAS, the City of Muskogee Planning & Zoning Commission in a meeting held April 7, 2026, did approve the petition and did recommend approval of official action by closing a Public Right of Way as stated;

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

Section 1: A PART OF RIVER DRIVE OF EAST MUSKOGEE ADDITION, BEING LOCATED IN THE EAST HALF OF SECTION 8, AND THE WEST HALF OF SECTION 9, TOWNSHIP 15 NORTH, RANGE 19 EAST, MUSKOGEE COUNTY, OKLAHOMA. MORE PARTICULARLY DESCRIBED AS COMMENCING AT THE SOUTH CORNER OF SAID SECTION 8 AND 9, THENCE N88°20'18"E 625.28 FEET, THENCE N00°39'42"W 2282.57 FEET TO A POINT ON THE EAST LINE OF LOT 23, BLOCK 38 OF SAID EAST MUSKOGEE ADDITION, THENCE ON A CURVE HAVING A RADIUS OF 403.78 FEET, A CHORD WHICH BEARS N60°13'01"W 257.50 FEET AN ARC DISTANCE OF 262.08 FEET TO THE POINT OF BEGINNIG, SAID POINT BEING ON THE NORTH LINE OF SAID BLOCK 38 AND THE SOUTH LINE OF RIVER DRIVE, THENCE S65°30'17"W ALONG SAID SOUTH LINE OF RIVER DRIVE 1699.75 FEET TO A POINT ON THE EAST LINE OF BATFISH ROAD, THENCE ALONG SAID EAST LINE 22°57'10"W 80.00 FEET TO THE NORTH LINE OF SAID RIVER DRIVE, THENCE N65°30'17"E ALONG SAID NORTH LINE 1416.41 FEET, THENCE N69°24'49"E 83.64 FEET TO A POINT OF CURVE THENCE ON A CURVE HAVING A RADIUS OF 403.78 FEET AND A CHORD WHICH BEARS N86°01'57"E 211.14 FEEET, AN ARC DISTANCE OF 213.62 FEET TO THE POINT OF BEGINNING. IN THE CITY OF MUSKOGEE, MUSKOGEE COUNTY, STATE OF OKLAHOMA; AND PROVIDING FOR SEVERABILITY is hereby closed, annulled and discontinued from public use.

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

Section 2: REPEALER. All other ordinances or parts of ordinances in direct conflict herewith are repealed to the extent of the conflict only.

Section 3: SEVERABILITY. Should any part, section, subsection, sentence, provision, clause, or phrase hereof be held invalid, void, or unconstitutional for any reason, such holding shall not render invalid, void, or unconstitutional any other section, subsection, sentence, provision, clause, or phrase of this Ordinance, and the same are deemed severable for this purpose.

Section 4: EFFECTIVE DATE. This ordinance shall take effect thirty (30) days after date of publication.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MUSKOGEE, OKLAHOMA THIS _____ DAY OF APRIL 2026.

_____

**RYAN LOWE, MAYOR**

ATTEST:

_____

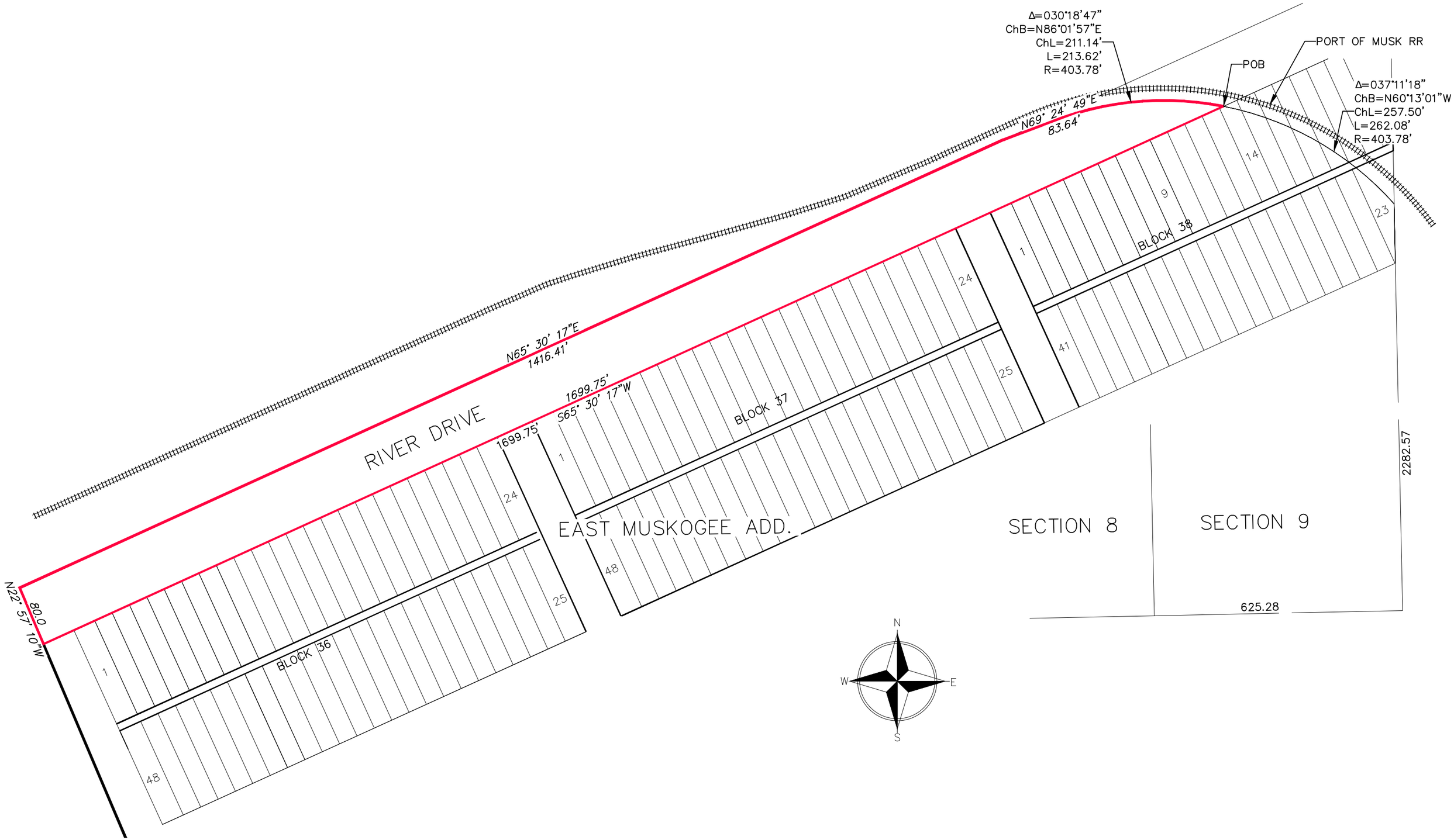
**TAMMY L. TRACY, CITY CLERK**

(SEAL)

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

_____

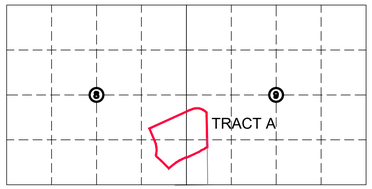
**KATRINA BODENHAMER, CITY ATTORNEY**


Δ=030°18'47"
ChB=N86°01'57"E
ChL=211.14'
L=213.62'
R=403.78'
POB
PORT OF MUSK RR
Δ=037°11'18"
ChB=N60°13'01"W
ChL=257.50'
L=262.08'
R=403.78'
N69° 24' 49"E
83.64'
N65° 30' 17"E
1416.41'
1699.75'
S65° 30' 17"W
1699.75'
RIVER DRIVE
BLOCK 38
BLOCK 37
BLOCK 36
EAST MUSKOGEE ADD.
SECTION 8
SECTION 9
2282.57
625.28
N22° 57' 10"W
80.0
1
9
14
23
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25
41
48
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S

# FINAL PLAT OF
# TRACT A

## A REPLAT OF PART OF EAST MUSKOGEE ADDITION AS DESCRIBED BELOW

SECTIONS 8 & 9, T 15 N, R 19 E




LOCATION MAP

TOTAL ACRES PLATTED: 51.71
NUMBER OF LOTS: 1
NUMBER OF BLOCKS: 1

½" IRON PIN WITH CAP BEARING HUB 219 SET ON ALL LOT AND BOUNDARY CORNERS

RECORD OWNER/DEVELOPER:

MUSKOGEE CITY-COUNTY TRUST PORT AUTHORITY

THE PROPERTY WITHIN THIS PLAT IS RESTRICTED FOR PORT USE ONLY

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

0 75 150 300
SCALE IN FEET
1 INCH =150 FEET

PREPARED: NOVEMBER 2025

CITY CONTROL POINTS USED FOR THIS PLAT

MPORT1– N299933.4699 E2768445.4827
ELEV 518.806

LEGEND

- BUILDING SETBACK
- UTILITY EASEMENT
- PROPERTY BOUNDARY




ENGINEER/SURVEYOR:

Holloway, Updike and Bellen, Inc.
818 EAST SIDE BOULEVARD – MUSKOGEE, OKLAHOMA (918) 682-7811
CA 219 EXPIRES 06-2023

**TRACT A**
**FEBRUARY 2026**
**PAGE 1 OF 1**

LEGAL DESCRIPTION

A tract of land located in the East ½ of Section 8, and the West ½ of Section 9, Township 15, North, Range 19, East, Muskogee County, Oklahoma being also part of the East Muskogee Addition to the City of Muskogee, more particularly described as follows: Commencing at the South Section Corner between said Sections 8 and 9, thence N89°20'18"E 625.28 ft.; thence N00°39'42"W 1,185.62 feet to the Point of Beginning, said point being on the East Line of Lot 8 Block 49 of said East Muskogee Addition, 132.38 feet North of the South end thereof; thence N01 11'31"W along the East Line of said East Muskogee Addition 1,096.95 feet to a point on the East Line of Lot 23, Block 38 being a point of curve; thence on a curve to the left which has a chord that bears N75 22'25"W 448.66 feet a radius of 403.78 feet and an arc length of 475.70 feet to a point of tangent; thence S69°24'49"W 83.64 feet to a point on the South Line of Block 30, East Muskogee Addition; thence along the South lines of Blocks 30, 31, and 32 S65°30'17"W a distance of 1,416.41 feet to a point 30 feet easterly of the center of Batfish road; thence S22 57'10"E parallel to said Batfish Road 524.241feet , thence continuing parallel to said Batfish Road S24°06'22"E 372.53 feet, thence S37°23'06"E 63.11 feet, thence S45°38'15"E 438.17 feet to a on point on the Northerly Right of Way line of Harold Scroggins Road, thence along said Right-of-Way N51°21'07"E 65.82 feet, thence on a curve to the right which has a chord that bears N57 37'08"E 330.87 feet a radius of 1,215.92 feet and an arc distance of 331.90 feet to a point; thence N65 26'08"E 104.45 feet to a point on the East line of lot 25 of said block 51, thence N82 °12'42"E 52.18 feet to a point on the West line of Lot 48 of said block 50; thence N65 28'05"E 430.0 feet; thence N54°09'29"E 76.48 feet; thence N65°28'05"E 105.15 feet to a point on the East line of lot 25 of said Block 50; thence N51 07'31"E 51.64 feet to a point on the west line of Lot 8, Block 49; thence N70 05'54"E 52.56 feet to the Point of Beginning. Containing 49.70 acres more or less.

Owner's Certificate and Dedication

We, the undersigned, do hereby certify that we are the owners of and the only persons having any right, title or interest in the land shown on the Plat of: TRACT A, and that the plat represents a correct survey of the above described property made with our consent, and that we hereby dedicate to the public use all streets as shown on the plat, that the easements as shown on the plat are created for the installation and maintenance of public utilities; that we hereby guarantee a clear title to all lands so dedicated from ourselves, our heirs, or assigns forever and have caused the same to be released from all encumbrances so the title is clear, except as shown in the abstracters certificate.

RESTRICTIONS (if any)

In witness thereof, , being the owner of TRACT A, hereby approves the foregoing Deed of Dedication.
This _____ day of _____, 20____.

_____
Signature

ACKNOWLEDGEMENT

Surveyor's Certificate

I, _____, a duly licensed land surveyor in the State of Oklahoma, hereby certify that I have Charles Warren Chastain carefully and accurately surveyed, subdivided and platted the tract of land described above, and that said plat designated herein as TRACT A , a subdivision in Muskogee County, State of Oklahoma, is a true and correct representation of said survey.

Witness my hand and seal this _____day of _____, 20____.

_____
Signature and SEAL

ACKNOWLEDGEMENT

County Clerk Certificate

The County Clerk of Muskogee County, Oklahoma, does hereby now certify that the Plat of Survey for the subdivision known as TRACT A has been filed into the Muskogee County records.

_____
County Clerk

County Treasurer's Certificate

I, Robyn Boswell, County Treasurer of Muskogee County, Oklahoma, hereby certify that I have examined the records pertaining to ad valorem taxes on the tract described in the accompanying plat and find that all the ad valorem taxes have been paid to and including 20____.

Dated this _____day of _____, 20_____.

_____
Signature

Improvement Assurance

"I, _____, owner, developer, successor, or assignee, hereby agree that no transfer of deeds or building permits will be transacted until all streets and utility improvements have been completed and accepted by the city or appropriate financial guarantees as required by section 70-80(d) have been submitted and accepted."

City of Muskogee Approval

I hereby certify that this action was approved by the Muskogee City Council on the _____ day of _____, 20_____,

_____
Mayor

Attest: _____
City Clerk

G:\2025\U-255\RVET\255RVPORT-TRACT A PLAT\TRACT A PLAT.dwg, 3/3/2026 1:07:58 PM

**Public Works Committee** **14.**

**Meeting Date:** 04/13/2026

**Initiator:** Sarah Winkle, Director of Planning and Community Development

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**Information**

**AGENDA ITEM TITLE:**

Consider approval of Ordinance No. 4298-A, a request for an alley closure located behind 2410 and 2412 Arline Avenue, and running from Arline Avenue to Elgin Street, and if approved, authorize Staff to update the Official Zoning Map of the City, or take other necessary action. (Sarah Winkle)

**LEGAL DESCRIPTION:**

**BACKGROUND:**

The applicant is requesting the closure of the alley located behind 2410 and 2412 Arline Avenue and running from Arline Ave. to Elgin Street in order to provide easier property access to the consolidated lots at 2410 and 2412 Arline Avenue. The alley has never been used. This went to the Subdivision Review Committee on April 6, 2026, and it was recommended that the alley closure be approved, with the City and the utility easements all being retained.

**RECOMMENDED STAFF ACTION:**

Approve Ordinance 4298-A, an alley closure.

---

**Fiscal Impact**

**Attachments**

Ordinance
Staff Report
Alley Closure Picture
Survey

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**ORDINANCE NO. 4298-A**

AN ORDINANCE TO CLOSE THE ALLEY LOCATED BETWEEN ARLINE AVENUE AND ELGIN STREET; AND PROVIDING FOR SEVERABILITY. (Kevin and Elizabeth Green, Petitioner)

WHEREAS, a petition has been filed by the property owners requesting said parts of Arline Avenue., as stated, be closed and discontinued from public use, and;

WHEREAS, utility easements shall be retained over the aforementioned property in the existing dimensions of the rights-of-way, and;

WHEREAS, the City of Muskogee Planning & Zoning Commission in a meeting held April 7, 2026, did approve the petition and did recommend approval of official action by closing an alley as stated;

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

Section 1: ALL THAT PART OF THE ALLEY WAY BETWEEN LOTS 1 THRU 4 AND LOTS 5 THRU 8 IN BLOCK 2 OF JEFFERSON HIGHWAY ADDITION, ACCORDING TO THE OFFICAL PLAT THEREOF, IN THE CITY OF MUSKOGEE, IN MUSKOGEE COUNTY, STATE OF OKLAHOMA; is hereby closed, annulled and discontinued from public use.

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

Section 2: REPEALER. All other ordinances or parts of ordinances in direct conflict herewith are repealed to the extent of the conflict only.

Section 3: SEVERABILITY. Should any part, section, subsection, sentence, provision, clause, or phrase hereof be held invalid, void, or unconstitutional for any reason, such holding shall not render invalid, void, or unconstitutional any other section, subsection, sentence, provision, clause, or phrase of this Ordinance, and the same are deemed severable for this purpose.

Section 4: EFFECTIVE DATE. This ordinance shall take effect thirty (30) days after date of publication.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MUSKOGEE, OKLAHOMA THIS _____ DAY OF APRIL 2026.

_____

**RYAN LOWE, MAYOR**

ATTEST:

_____

**TAMMY L. TRACY, CITY CLERK**

(SEAL)

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

_____

**KATRINA BODENHAMER, CITY ATTORNEY**

MUSKOGEE
Planning Department

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

# Planning & Community Development Staff Report

Consider recommending to the City of Muskogee City Council approval of Ordinance 4298-A, a request for an alley closure located behind 2410 and 2412 Arline Avenue and running from Arline Ave. to Elgin Street, and if approved, authorize city staff to update the official city map, or take other necessary action. (Sarah Winkle)

**Background:**

Planning Department Analysis

- Current Zoning & Use: R-1, Single Family Residential; Residential
- Section, Township, Range: NE 28-15-18

Meeting Information:

- Public Hearing to be conducted at the City of Muskogee Planning & Zoning Commission on April 7, 2026 at 9:00 A.M. in Council Chambers on the Third Floor of City Hall located at 229 West Okmulgee Street, Muskogee, Oklahoma 74401;
- Public Hearing to be conducted at the City of Muskogee Public Works Meeting on Monday, April 13, 2026 at 5:30 P.M. and at the City of Muskogee City Council Meeting Monday, April 27, 2026 at 5:30 P.M. in Council Chambers on the Third Floor of City Hall located at 229 West Okmulgee Street, Muskogee, Oklahoma 74401.

**Legal Description:**

ALL THAT PART OF THE ALLEY WAY BETWEEN LOTS 1 THRU 4 AND LOTS 5 THRU 8 IN BLOCK 2 OF JEFFERSON HIGHWAY ADDITION, ACCORDING TO THE OFFICAL PLAT THEREOF, IN THE CITY OF MUSKOGEE, IN MUSKOGEE COUNTY, STATE OF OKLAHOMA.

**Discussion:**

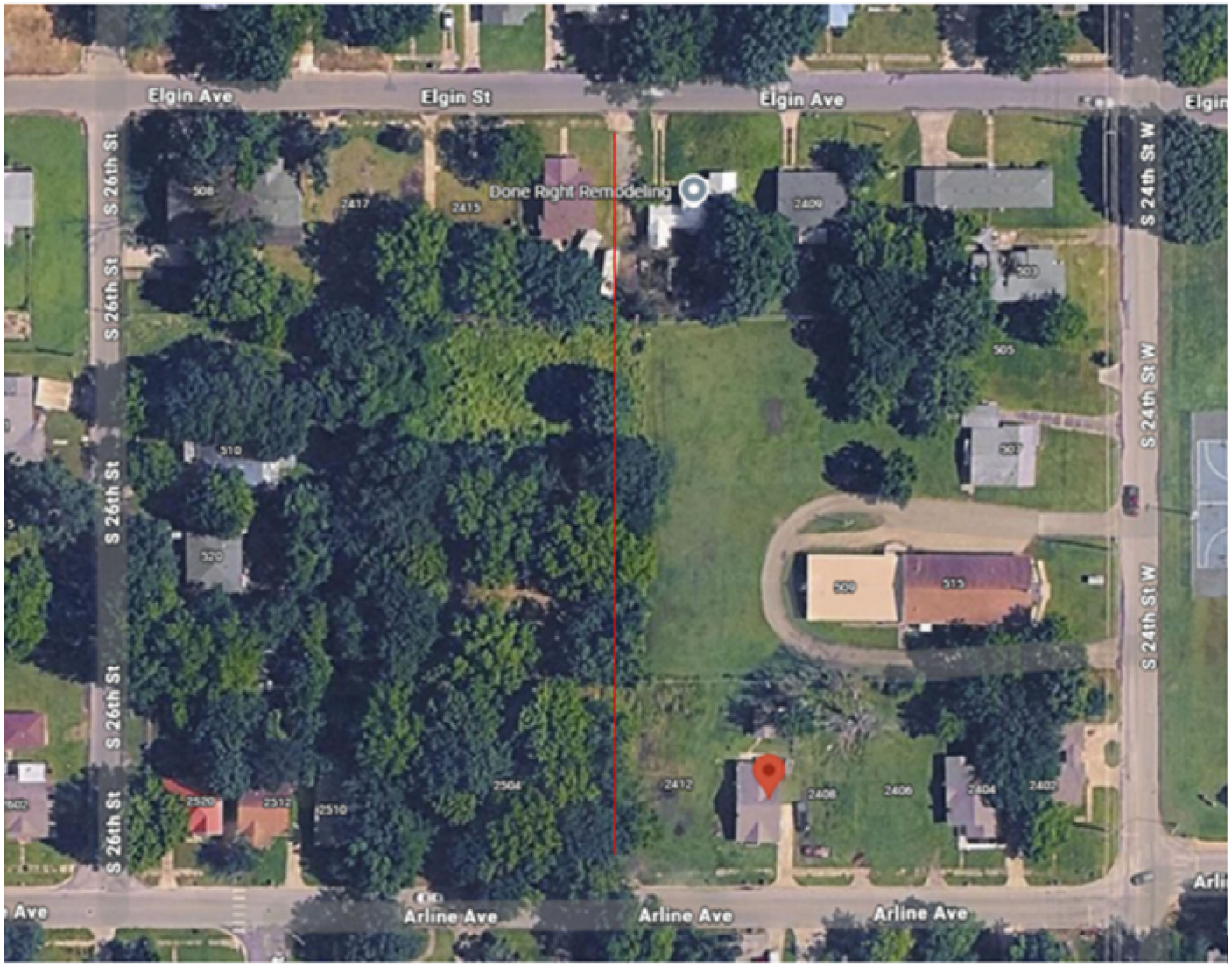
The applicant is requesting the closure of the alley located behind 2410 and 2412 Arline Avenue and running from Arline Ave. to Elgin Street in order to provide easier property access to the consolidated lots at 2410 and 2412 Arline Avenue.

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

A public notice was published in the Muskogee Daily Phoenix and all property owners within a 300 foot radius were notified of this closure request. Also noticed were all potential easement holders within a period that was at least 230 days prior to potential adoption of this ordinance on April 27, 2026. A formal public hearing will be held at the following meetings:

- Planning & Zoning Commission, April 7, 2026.
- Public Works, April 13, 2026
- City Council, April 27, 2026.

**Recommendation:** Recommend approval to City Council of Ordinance 4298-A, an Alley Closure.


Elgin Ave
Elgin St
Elgin Ave
S 26th St
S 26th St
S 26th St
S 26th St
S 26th St
S 24th St W
S 24th St W
S 24th St W
Done Right Remodeling
508
2417
2415
2409
503
505
507
510
320
500
515
2504
2412
2408
2406
2404
2402
2520
2512
2510
Arline Ave
Arline Ave
Arline Ave

# PLOT PLAN

LEGEND

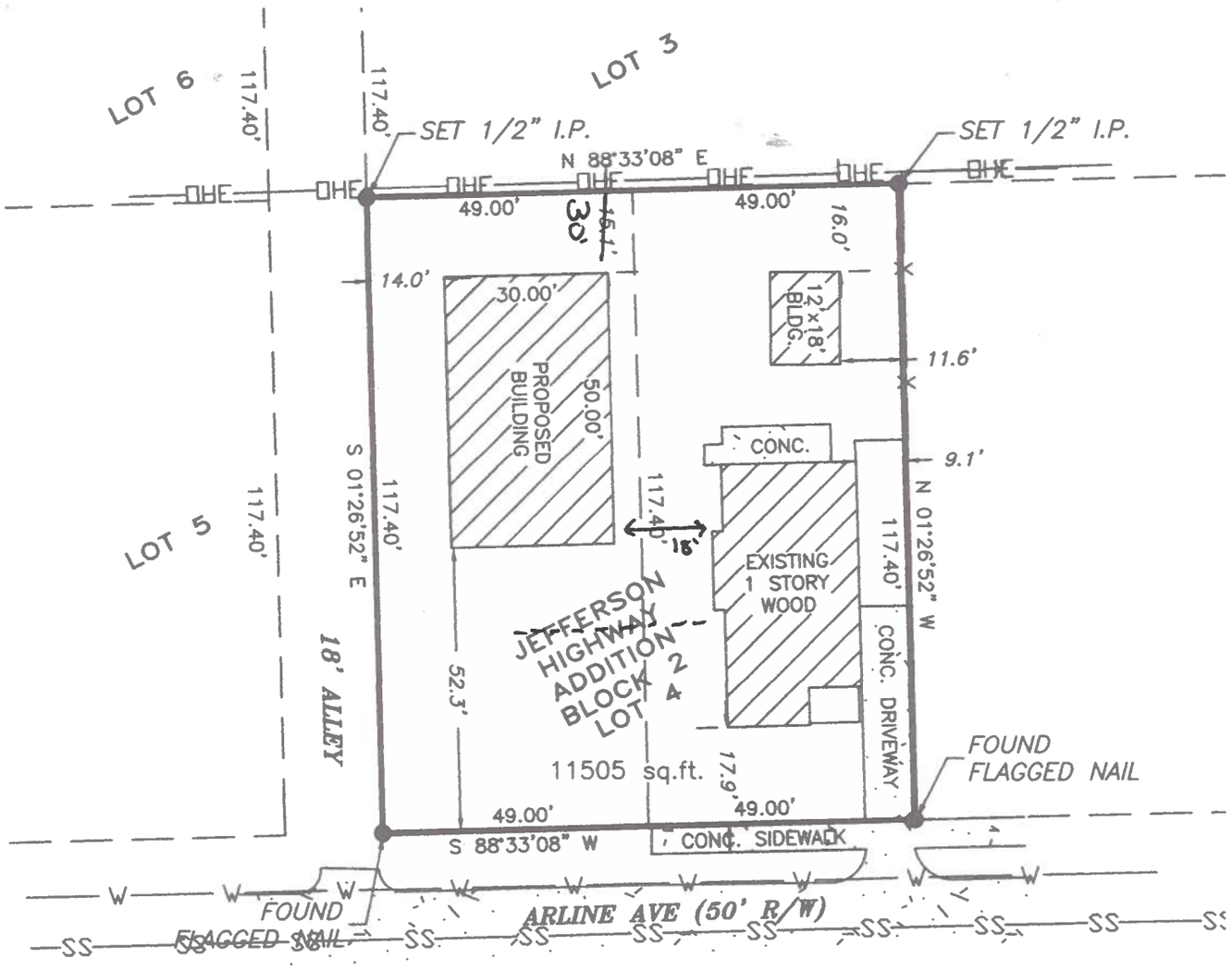
IRON PIN
FENCE
ELEVATION 100
SECTION LINE
EASEMENT LINE
ELECTRIC LINE E
WATER LINE W
TELEPHONE LINE T
GAS LINE G
SANITARY SEWER SS

SCALE 1"=30'

**BASIS OF BEARING**
SOUTH LINE OF BLOCK 2
BEING S 88°33'08" W

R E
T
N

SECTION
COUNTY MUSKOGEE




**LEGAL DESCRIPTION**
THE WEST 98 FEET IN LOT 4 IN BLOCK 2 OF JEFFERSON HIGHWAY ADDITION TO THE CITY OF MUSKOGEE, ACCORDING TO THE OFFICIAL PLAT THEREOF, MUSKOGEE COUNTY, STATE OF OKLAHOMA.

REGISTERED LAND SURVEYOR
LYNN COFFMAN
L.S. 1121
2-17-26
OKLAHOMA

THIS PLAT OF SURVEY MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

REGISTERED PROFESSIONAL LAND SURVEYOR LS#1121

DATE OF LAST SITE VISIT 2-17-2026 W.O.# 26-003

Client: Kevin Green
Address: 2410 Arline Ave
Muskogee, OK 74401


**COFFMAN SURVEYING**
218 EASTSIDE BLVD.
MUSKOGEE, OK 74403
(918)-682-6144
L.S.# 1121 C.A. #2100

**Public Works Committee** **15.**

**Meeting Date:** 04/13/2026

**Submitted For:** Katrina Bodenhamer, City Attorney

**Initiator:** Keri Spencer, Deputy City Attorney

**Department:** City Attorney

**Staff Information Source:**

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**Information**

**AGENDA ITEM TITLE:**

Consider approval of Ordinance No. 4299-A, an ordinance of the City of Muskogee amending the Muskogee City Code of Ordinances by amending Chapter 22, Business Regulations; Article XIII, Wrecker and Towing Service; Section 22-586, Procedure For Determining Wrecker Service To Be Called; amending Paragraph 22-586(a); adding Paragraph 22-586(b), Establishing Time Requirements for Responding To Scene; adding Paragraph 22-586(c), Keeping Rotation Spot When Performing Non-reimbursable Pick-ups; and adding Paragraph 22-586(d), Requiring State Certified Wreckers To Be Called to Hazardous Material Spills; adding Repealer, Severability, and Setting an Effective Date, or take other necessary action. (Katrina Bodenhamer)

**BACKGROUND:**

The updates to this ordinance add language that clarifies both the Police Department and the Fire Departments' call for wrecker services at incident scenes. In addition, the ordinance outlines the procedure for the dispatching of wreckers, including time requirements for wreckers to respond, instances when a wrecker service will maintain its spot on the rotation list and requiring that only those wrecker services who are state certified for hazardous material incidents be used.

**RECOMMENDED ACTION:**

Approve Ordinance No. 4299-A.

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**Fiscal Impact**

**Attachments**

4299A Wrecker Procedure

Ordinance 4299A Wrecker Procedure

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**ORDINANCE NO. 4299-A**

**AN ORDINANCE OF THE CITY OF MUSKOGEE AMENDING THE MUSKOGEE CODE OF ORDINANCES BY AMENDING CHAPTER 22, BUSINESS REGULATIONS; ARTICLE XIII, WRECKER AND TOWING SERVICE; SECTION 22-586, PROCEDURE FOR DETERMINING WRECKER SERVICE TO BE CALLED; AMENDING PARAGRAPH 22-586(A); ADDING PARAGRAPH 22-586(B) ESTABLISHING TIME REQUIREMENTS FOR RESPONDING TO SCENE; ADDING PARAGRAPH 22-586(C) KEEPING ROTATION SPOT WHEN PERFORMING NON-REIMBURSABLE PICK-UPS; AND ADDING PARAGRAPH 22-586(D) REQUIRING STATE CERTIFIED WRECKERS TO BE CALLED TO HAZARDOUS MATERIAL SPILLS; ADDING REPEALER, SEVERABILITY, AND SETTING AN EFFECTIVE DATE.**

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

Section 1. MUSKOGEE CODE OF ORDINANCES AMENDING CHAPTER 22, BUSINESS REGULATIONS; ARTICLE XIII, WRECKER AND TOWING SERVICE; SECTION 22-586, PROCEDURE FOR DETERMINING WRECKER SERVICE TO BE CALLED, IS HEREBY AMENDED TO READ AS FOLLOWS:

**22-586, PROCEDURE FOR DETERMINING WRECKER SERVICE TO BE CALLED**

(a) The Muskogee Police Department shall maintain an official list of all authorized wrecker service businesses to be called to the scene of an accident or other scene requiring wrecker service. Whichever agency is in charge of the accident investigation, whether the Muskogee Police Department or Muskogee Fire Department, shall inquire of the owner or operator of a disabled vehicle as to the owner or operator's preference with regard to which authorized wrecker service business will be employed to remove the disabled vehicle from the place where the accident or incident occurred. The officer shall call the wrecker service business requested by the owner or operator of the disabled vehicle. In the event the owner or operator of the disabled vehicle has no preference as to a wrecker service business, the officer shall call the wrecker service business next on the official list of authorized wrecker service businesses at the Muskogee Police Department. The official list of authorized wrecker service businesses shall be used in a rotating manner with due care being used to avoid any partiality to any wrecker service business. The Muskogee Police Department will provide the 911 Emergency Center with the most current, updated list of authorized wrecker services.

(b) In the event a wrecker service business cannot provide the services requested by the Muskogee Police Department or Muskogee Fire Department within thirty (30) minutes, but no more than forty-five (45) minutes of receiving the request from the dispatcher of the 911 Emergency Center, or in the event the wrecker service business dispatched arrives to the dispatched location and does not have the necessary equipment to complete the services requested, the wrecker service business is to immediately notify the dispatcher of the 911 Emergency Center to have the next authorized wrecker service business in the rotation dispatched to the required location.

(c) In the event a wrecker service performs a non-reimbursable pick-up at the request of City, that wrecker service will maintain its spot then current on the rotation list. Should a wrecker service refuse such a request, the wrecker service will lose its spot in the rotation list. Non-reimbursable pick-ups include, but are not limited to, such things as bicycles or debris in the roadway too large to be cleared by a Police Officer in their Police vehicle.

(d) In the event a situation involves hazardous material clean-up, the Muskogee Fire Department will be called to the scene to assess and determine what, if any, additional hazardous material services are needed. Upon determination that a hazardous material certified wrecker service is necessary, the Muskogee Fire Department will have a qualified wrecker service dispatched to the scene. Only those wrecker services who are certified by the State of Oklahoma to do such hazardous material clean-up will be called to the scene with due care being used to ensure only local wrecker services with the proper certifications are called prior to using a service located outside of the Muskogee city limits. If the wrecker service next on the rotation list is not certified to do hazardous material clean-up and is skipped, the non-certified wrecker service will not lose its spot on the rotation list for non-hazardous material spill situations.

State Law Reference: Oklahoma Highway Remediation and Cleanup Services Act, 27A O.S. § 2-7-401, et. seq.

(Prior Code, § 15-193; Code 1993, § 7-1305; Ord. No. 1175-A, 4-14-1975; Ord. No. 1854-A, 6-28-1982; § 22-586 December 19, 2025)

Section 2. REPEALER. All other ordinances or parts of ordinances in direct conflict herewith are repealed to the extent of the conflict only.

Section 3. SEVERABILITY. Should any part section subsection, sentence, provision, clause or phrase hereof be held invalid, void or unconstitutional for any reason, such holding shall not render invalid, void or unconstitutional any other section, subsection, sentence, provision, clause or phrase of these ordinances and the same are deemed severable for this purpose.

Section 4. EFFECTIVE DATE. This ordinance shall take effect thirty (30) days after its publication as provided by law.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MUSKOGEE, OKLAHOMA, THIS _____ DAY OF _____, 2026.

CITY OF MUSKOGEE

_____

RYAN LOWE, MAYOR

ATTEST:

(seal)

_____
TAMMY L. TRACY, CITY CLERK

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

_____
KATRINA BODENHAMER, CITY ATTORNEY

**ORDINANCE NO. 4299-A**

**AN ORDINANCE OF THE CITY OF MUSKOGEE AMENDING THE MUSKOGEE CODE OF ORDINANCES BY AMENDING CHAPTER 22, BUSINESS REGULATIONS; ARTICLE XIII, WRECKER AND TOWING SERVICE; SECTION 22-586, PROCEDURE FOR DETERMINING WRECKER SERVICE TO BE CALLED; AMENDING PARAGRAPH 22-586(A); ADDING PARAGRAPH 22-586(B) ESTABLISHING TIME REQUIREMENTS FOR RESPONDING TO SCENE; ADDING PARAGRAPH 22-586(C) KEEPING ROTATION SPOT WHEN PERFORMING NON-REIMBURSABLE PICK-UPS; AND ADDING PARAGRAPH 22-586(D) REQUIRING STATE CERTIFIED WRECKERS TO BE CALLED TO HAZARDOUS MATERIAL SPILLS; ADDING REPEALER, SEVERABILITY, AND SETTING AN EFFECTIVE DATE.**

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

Section 1. MUSKOGEE CODE OF ORDINANCES AMENDING CHAPTER 22, BUSINESS REGULATIONS; ARTICLE XIII, WRECKER AND TOWING SERVICE; SECTION 22-586, PROCEDURE FOR DETERMINING WRECKER SERVICE TO BE CALLED, IS HEREBY AMENDED TO READ AS FOLLOWS:

**22-586, PROCEDURE FOR DETERMINING WRECKER SERVICE TO BE CALLED**

(a) The Muskogee Police ~~division of the~~ Department ~~of public safety~~ shall maintain an official list of all authorized wrecker service businesses to be called to the scene of an accident or other scene requiring wrecker service. ~~The~~ Whichever ~~office~~ agency is in charge of the accident investigation, whether the Muskogee Police Department or Muskogee Fire Department, shall inquire of the owner or operator of a disabled vehicle as to the owner or operator's preference with regard to which authorized wrecker service business will be employed to remove the disabled vehicle from the place where the accident or incident occurred. The officer shall call the wrecker service business requested by the owner or operator of the disabled vehicle. In the event the owner or operator of the disabled vehicle has no preference as to a wrecker service business, the officer shall call the wrecker service business next on the official list of authorized wrecker service businesses at the Muskogee Police ~~division of the~~ Department ~~of public safety~~. The official list of authorized wrecker service businesses shall be used in a rotating manner with due care being used to avoid any partiality to any wrecker service business. The Muskogee Police Department will provide the 911 Emergency Center with the most current, updated list of authorized wrecker services.

(b) In the event a wrecker service business cannot provide the services requested by the Muskogee Police Department or Muskogee Fire Department within thirty (30) minutes, but no more than forty-five (45) minutes of receiving the request from the dispatcher of the 911 Emergency Center, or in the event the wrecker service business dispatched arrives to the dispatched location and does not have the necessary equipment to complete the services requested, the wrecker service business is to immediately notify the dispatcher of the 911 Emergency Center to have the next authorized wrecker service business in the rotation dispatched to the required location.

(c) In the event a wrecker service performs a non-reimbursable pick-up at the request of City, that wrecker service will maintain its spot then current on the rotation list. Should a wrecker service refuse such a request, the wrecker service will lose its spot in the rotation list. Non-reimbursable pick-ups include, but are not limited to, such things as bicycles or debris in the roadway too large to be cleared by a Police Officer in their Police vehicle.

(d) In the event a situation involves hazardous material clean-up, the Muskogee Fire Department will be called to the scene to assess and determine what, if any, additional hazardous material services are needed. Upon determination that a hazardous material certified wrecker service is necessary, the Muskogee Fire Department will have a qualified wrecker service dispatched to the scene. Only those wrecker services who are certified by the State of Oklahoma to do such hazardous material clean-up will be called to the scene with due care being used to ensure only local wrecker services with the proper certifications are called prior to using a service located outside of the Muskogee city limits. If the wrecker service next on the rotation list is not certified to do hazardous material clean-up and is skipped, the non-certified wrecker service will not lose its spot on the rotation list for non-hazardous material spill situations.

State Law Reference: Oklahoma Highway Remediation and Cleanup Services Act, 27A O.S. § 2-7-401, et. seq.

(Prior Code, § 15-193; Code 1993, § 7-1305; Ord. No. 1175-A, 4-14-1975; Ord. No. 1854-A, 6-28-1982; § 22-586 December 19, 2025)

Section 2. REPEALER. All other ordinances or parts of ordinances in direct conflict herewith are repealed to the extent of the conflict only.

Section 3. SEVERABILITY. Should any part section subsection, sentence, provision, clause or phrase hereof be held invalid, void or unconstitutional for any reason, such holding shall not render invalid, void or unconstitutional any other section, subsection, sentence, provision, clause or phrase of these ordinances and the same are deemed severable for this purpose.

Section 4. EFFECTIVE DATE. This ordinance shall take effect thirty (30) days after its publication as provided by law.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MUSKOGEE, OKLAHOMA, THIS _____ DAY OF _____, 2026.

CITY OF MUSKOGEE

_____
RYAN LOWE, MAYOR

ATTEST:

(seal)

_____
TAMMY L. TRACY, CITY CLERK

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

_____
KATRINA BODENHAMER, CITY ATTORNEY

**Public Works Committee** **16.**

**Meeting Date:** 04/13/2026

**Submitted For:** Katrina Bodenhamer, City Attorney

**Initiator:** Keri Spencer, Deputy City Attorney

**Department:** City Attorney

**Staff Information Source:**

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**Information**

**AGENDA ITEM TITLE:**

Consider approval of Ordinance No. 4300-A, an ordinance of the City of Muskogee amending the Muskogee Code of Ordinances by amending Chapter 22, Business Regulations; Article XIII, Wrecker and Towing Service; Section 22-585, Dispatching Wrecker to Scene of Accident Prohibited Without Being Called; adding Repealer, Severability, and Setting an Effective Date, or take other necessary action. (Katrina Bodenhamer)

**BACKGROUND:**

The updates to this ordinance add language that clarifies both the Police Department and the Fire Department call for wrecker services at incident scenes. The amendment prohibits a wrecker service or its designee from contacting a different wrecker service directly when the service called is unable to respond or doesn't have the appropriate equipment to respond as dispatched. The amended ordinance requires the wrecker service to notify the PD or Fire Department, so dispatch will call the next wrekcer service in rotation.

**RECOMMENDED ACTION:**

Approve Ordinance No. 4300-A.

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**Fiscal Impact**

**Attachments**

4300A Dispatching Wrecker to Scene Prohibited

Ordinance 4300A Wrecker Dispatch

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**ORDINANCE NO. 4300-A**

**AN ORDINANCE OF THE CITY OF MUSKOGEE AMENDING THE MUSKOGEE CODE OF ORDINANCES BY AMENDING CHAPTER 22, BUSINESS REGULATIONS; ARTICLE XIII, WRECKER AND TOWING SERVICE; SECTION 22-585, DISPATCHING WRECKER TO SCENE OF ACCIDENT PROHIBITED WITHOUT BEING CALLED; ADDING REPEALER, SEVERABILITY, AND SETTING AN EFFECTIVE DATE.**

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

Section 1. MUSKOGEE CODE OF ORDINANCES AMENDING CHAPTER 22, BUSINESS REGULATIONS; ARTICLE XIII, WRECKER AND TOWING SERVICE; SECTION 22-585, DISPATCHING WRECKER TO SCENE OF ACCIDENT PROHIBITED WITHOUT BEING CALLED, IS HEREBY AMENDED TO READ AS FOLLOWS:

**22-585, DISPATCHING WRECKER TO SCENE OF ACCIDENT PROHIBITED WITHOUT BEING CALLED**

No person required to obtain a permit under this article shall dispatch or permit the dispatch of any wrecker the person owns or controls to the scene of an accident or incident being investigated by the Muskogee Police Department or the Muskogee Fire Department without first being called by the Muskogee Police Department or its designee or the Muskogee Fire Department or its designee and instructed to dispatch such wrecker. No wrecker service company, wrecker driver or other representative of a wrecker service company is authorized to dispatch an alternate wrecker service to the scene of an accident or other scene where a wrecker is necessary. All dispatches to scenes where a wrecker is necessary are required to be made by the Muskogee Police Department or its designee or the Muskogee Fire Department or its designee. If a wrecker service is called to the scene of an accident or incident and cannot provide the necessary services, the wrecker service is to immediately notify the original dispatching entity in order for the next wrecker service in rotation to be dispatched, pursuant to City of Muskogee Ordinance Section 22-586(b).

(Prior Code, § 15-193; Code 1993, § 7-1304; Ord. No. 1175-A, 4-14-1975; Ord. No. 1854-A, 6-28-1982; § 22-585 December 19, 2025)

**State Law reference—** Towing of vehicle from roadway, grounds, 47 O.S. § 955(C); independent employment of wrecker or towing services, 47 O.S. § 957.

Section 2. REPEALER. All other ordinances or parts of ordinances in direct conflict herewith are repealed to the extent of the conflict only.

Section 3. SEVERABILITY. Should any part section subsection, sentence, provision, clause or phrase hereof be held invalid, void or unconstitutional for any reason, such holding shall not render invalid, void or unconstitutional any other section, subsection, sentence, provision, clause or phrase of these ordinances and the same are deemed severable for this purpose.

Section 4. EFFECTIVE DATE. This ordinance shall take effect thirty (30) days after its publication as provided by law.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MUSKOGEE, OKLAHOMA, THIS _____ DAY OF _____, 2026.

CITY OF MUSKOGEE

_____
RYAN LOWE, MAYOR

ATTEST:

(seal)

_____
TAMMY L. TRACY, CITY CLERK

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

_____
KATRINA BODENHAMER, CITY ATTORNEY

**ORDINANCE NO. 4300-A**

**AN ORDINANCE OF THE CITY OF MUSKOGEE AMENDING THE MUSKOGEE CODE OF ORDINANCES BY AMENDING CHAPTER 22, BUSINESS REGULATIONS; ARTICLE XIII, WRECKER AND TOWING SERVICE; SECTION 22-585, DISPATCHING WRECKER TO SCEN OF ACCIDENT PROHIBITED WITHOUT BEING CALLED; ADDING REPEALER, SEVERABILITY, AND SETTING AN EFFECTIVE DATE.**

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

Section 1. MUSKOGEE CODE OF ORDINANCES AMENDING CHAPTER 22, BUSINESS REGULATIONS; ARTICLE XIII, WRECKER AND TOWING SERVICE; SECTION 22-585, DISPATCHING WRECKER TO SCENE OF ACCIDENT PROHIBITED WITHOUT BEING CALLED, IS HEREBY AMENDED TO READ AS FOLLOWS:

**22-585, DISPATCHING WRECKER TO SCENE OF ACCIDENT PROHIBITED WITHOUT BEING CALLED**

No person required to obtain a permit under this article shall dispatch or permit the dispatch of any wrecker the person owns or controls to the scene of an accident or incident being investigated by the Muskogee Police ~~division of the~~ Department or the Muskogee Fire Department without first being called by the Muskogee Police ~~division of the~~ Department ~~of public safety~~ or its designee or the Muskogee Fire Department or its designee and instructed to dispatch such wrecker. No wrecker service company, wrecker driver or other representative of a wrecker service company is authorized to dispatch an alternate wrecker service to the scene of an accident or other scene where a wrecker is necessary. All dispatches to scenes where a wrecker is necessary are required to be made by the Muskogee Police Department or its designee or the Muskogee Fire Department or its designee. If a wrecker service is called to the scene of an accident or incident and cannot provide the necessary services, the wrecker service is to immediately notify the original dispatching entity in order for the next wrecker service in rotation to be dispatched, pursuant to City of Muskogee Ordinance Section 22-586(b).

(Prior Code, § 15-193; Code 1993, § 7-1304; Ord. No. 1175-A, 4-14-1975; Ord. No. 1854-A, 6-28-1982; § 22-585 December 19, 2025)

**State Law reference—** Towing of vehicle from roadway, grounds, 47 O.S. § 955(C); independent employment of wrecker or towing services, 47 O.S. § 957.

Section 2. REPEALER. All other ordinances or parts of ordinances in direct conflict herewith are repealed to the extent of the conflict only.

Section 3. SEVERABILITY. Should any part section subsection, sentence, provision, clause or phrase hereof be held invalid, void or unconstitutional for any reason, such holding shall not render invalid, void or unconstitutional any other section, subsection, sentence, provision, clause or phrase of these ordinances and the same are deemed severable for this purpose.

Section 4. EFFECTIVE DATE. This ordinance shall take effect thirty (30) days after its publication as provided by law.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MUSKOGEE, OKLAHOMA, THIS _____ DAY OF _____, 2026.

CITY OF MUSKOGEE

_____
RYAN LOWE, MAYOR

ATTEST:

(seal)

_____
TAMMY L. TRACY, CITY CLERK

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

_____
KATRINA BODENHAMER, CITY ATTORNEY

**Public Works Committee** **17.**

**Meeting Date:** 04/13/2026

**Submitted For:** Katrina Bodenhamer, City Attorney

**Initiator:** Keri Spencer, Deputy City Attorney

**Department:** City Attorney

**Staff Information Source:**

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**Information**

**AGENDA ITEM TITLE:**

Consider approval of Ordinance No. 4301-A, an ordinance of the City of Muskogee amending the Muskogee Code of Ordinances by amending Chapter 22, Business Regulations; Article XIII, Wrecker and Towing Service; Section 22-583, Application for Wrecker Permit; Inspection; adding Repealer, Severability, and Setting an Effective Date, or take other necessary action. (Katrina Bodenhamer)

**BACKGROUND:**

The updates to this ordinance specify information required to be on our City application form, defines the types of wrecker services utilized on the Muskogee Police Department rotation lists, and adds the requirement of an application to be included on the rotation lists.

**RECOMMENDED ACTION:**

Approve Ordinance 4301A.

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**Fiscal Impact**

**Attachments**

4301A Application for Wrecker Permit

Ordinance 4301A Wrecker Permit Application

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**ORDINANCE NO. 4301-A**

**AN ORDINANCE OF THE CITY OF MUSKOGEE AMENDING THE MUSKOGEE CODE OF ORDINANCES BY AMENDING CHAPTER 22, BUSINESS REGULATIONS; ARTICLE XIII, WRECKER AND TOWING SERVICE; SECTION 22-583, APPLICATION FOR WRECKER PERMIT; INSPECTION; ADDING REPEALER, SEVERABILITY, AND SETTING AN EFFECTIVE DATE.**

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

Section 1. MUSKOGEE CODE OF ORDINANCES AMENDING CHAPTER 22, BUSINESS REGULATIONS; ARTICLE XIII, WRECKER AND TOWING SERVICE; SECTION 22-583, APPLICATION FOR WRECKER PERMIT; INSPECTION, IS HEREBY AMENDED TO READ AS FOLLOWS:

**22-583, APPLICATION FOR WRECKER PERMIT; INSPECTION**

(a) Any person desiring to engage in a wrecker service business shall make a written application for a permit, on the form provided by the City of Muskogee, to the Office of the City Clerk. The application shall be submitted to and approved by the Chief of the Muskogee Police Department or his designee.

(b) The City of Muskogee's application form shall include, but not be limited to the following information:

(1) The name, telephone number, home address and proposed business address of the applicant;

(2) Whether the applicant has available, with an attendant on duty at all times, adequate enclosed space for properly accommodating and protecting all disabled vehicles that are to be towed or removed by the wrecker service. Adequate space shall be deemed to be an area that can safely accommodate at least 20 vehicles;

(3) The location, number, description and hourly availability of the tow trucks owned or operated by the applicant;

(4) The financial status of the applicant, including the amount of all unpaid judgments against the applicant and the nature of the transaction or actions giving rise to the judgment;

(5) The experience of the applicant in the wrecker business; and

(6) Any further information as deemed advisable by the chief of police as listed on the City's application form.

(7) Type(s) of wrecker vehicles used by wrecker business

(c) The Chief of Police shall act upon the application within 30 days after receiving same. If the Chief of Police approves the application, a permit shall be issued to the successful applicant upon providing proof of valid, current State permit and the payment of all State and City of Muskogee permit fee according to a schedule of fees, as shall be modified from time to time by the council, and made available for public viewing in the City Clerk's office. If the Chief of Police disapproves or denies the application, he shall notify the applicant in writing within ten days thereafter, giving specific reasons for the disapproval or denial.

City of Muskogee Wrecker/Towing Business permits are required to be renewed each year before December 31 with payment of the City of Muskogee permit fee. Renewals are subject to approval by the Chief of Police.

(d) Any wrecker service desiring to be on the City of Muskogee authorized wrecker service rotation lists used by the Muskogee Police Department and the Muskogee Fire Department shall make a separate written application, on the form provided by the City of Muskogee, to be included on the rotation lists in the Office of the City Clerk.

(e) The applicant wrecker service shall only apply for inclusion on those rotations lists for which the wrecker service has the proper equipment, legal certifications and insurance coverage to perform the services required of the rotation list. The rotation lists will include the following defined classifications:

(1) Large wrecker services. These wreckers are classified as AA-TL by the Oklahoma Department of Public Safety and have a gross vehicle weight rating of at least 44,000 pounds. These wreckers are designed to tow and recover large commercial vehicles such as semi-trucks, tractor-trailers, buses, dump trucks, cement mixers and box trucks. These wreckers are capable of recovering overturned or wrecked heavy vehicles.

(2) General wrecker services. These wreckers are classified as AA, AA-TS or AA-TM by the Oklahoma Department of Public Safety and have gross vehicle weight rating of at least 9,000 pounds for Class AA/AA-TS and a gross vehicle weight rating of at least 24,000 pounds. Rollback wreckers have a minimum 12,000 pound deck rating. Rollback wreckers are those vehicles with hydraulic beds that are lowered to the ground to allow other vehicles to be driven or winched onto the flatbed. General wrecker services are used to tow and recover passenger vehicles, trucks and trailers. Class AA-TM and rollback wreckers are used to tow and recover medium-duty trucks, trailers, small buses, cube vans, flatbed and similar commercial duty vehicles that fit within their weight capabilities.

(3) Forfeiture wrecker services. These wrecker services are specialized towing companies that handle the impoundment, storage and transport of vehicles seized by law enforcement due to involvement in illegal activities.

(4) Hazardous material certified wrecker services.

(5) Non-impound wrecker services. This is also called consensual towing where the vehicle owner or authorized agent specifically requests a wrecker service to move a vehicle and the move is not required by law enforcement. This includes services such as roadside assistance and accident towing where the owner chooses the wrecker service. Non-impound wrecker services are those services where impounding of a vehicle is not required or forced, such as when no criminal act has been committed by the owner or driver of the vehicle, the vehicle is not part of an ongoing investigation or being taken into possession by a property agent, such as in a repossession. If the vehicle owner designates a specific wrecker service for towing the vehicle for non-impound services, the wrecker service called will not lose their place on the rotation list.

(f) Upon completion of the rotation list application by a wrecker service, the Chief of the Muskogee Police Department will determine which classification the wrecker service qualifies for, determine the wrecker service's classification designation, rotation(s) list placement and approval. The Chief of Police will make the final list placement(s) and final approval within 30 days after receiving same. If the Chief of Police approves the application, the wrecker service will be notified of its classification designation(s) and rotation list placement(s). If the Chief of Police disapproves or denies the application, he shall notify the applicant in writing within ten days thereafter, giving specific reasons for the disapproval or denial.

(g) No wrecker service will be included on any City of Muskogee rotation list without having a completed and approved City of Muskogee Wrecker Permit and completed Wrecker/Towing Rotation Assignment Application on file with the Office of the City Clerk. No wrecker service may apply for inclusion on the City of Muskogee rotation list(s) until all State and City permitting fees have been paid in in the Office of the City Clerk according to a schedule of fees, as shall be modified from time to time by the council, and made available for public viewing in the City Clerk's office.

**State Law reference—** Towing of vehicle from roadway, grounds, 47 O.S. § 951, et seq.

(Prior Code, § 15-192; Code 1993, § 7-1302; Ord. No. 1175-A, 4-14-1975; December 19, 2025)

Section 2. REPEALER. All other ordinances or parts of ordinances in direct conflict herewith are repealed to the extent of the conflict only.

Section 3. SEVERABILITY. Should any part section subsection, sentence, provision, clause or phrase hereof be held invalid, void or unconstitutional for any reason, such holding shall not render invalid, void or unconstitutional any other section, subsection, sentence, provision, clause or phrase of these ordinances and the same are deemed severable for this purpose.

Section 4. EFFECTIVE DATE. This ordinance shall take effect thirty (30) days after its publication as provided by law.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MUSKOGEE, OKLAHOMA, THIS _____ DAY OF _____, 2026.

CITY OF MUSKOGEE

_____
RYAN LOWE, MAYOR

ATTEST:

(seal)

_____
TAMMY L. TRACY, CITY CLERK

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

_____
KATRINA BODENHAMER, CITY ATTORNEY

**ORDINANCE NO. 4301-A**

**AN ORDINANCE OF THE CITY OF MUSKOGEE AMENDING THE MUSKOGEE CODE OF ORDINANCES BY AMENDING CHAPTER 22, BUSINESS REGULATIONS; ARTICLE XIII, WRECKER AND TOWING SERVICE; SECTION 22-583, APPLICATION FOR WRECKER PERMIT; INSPECTION; ADDING REPEALER, SEVERABILITY, AND SETTING AN EFFECTIVE DATE.**

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

Section 1. MUSKOGEE CODE OF ORDINANCES AMENDING CHAPTER 22, BUSINESS REGULATIONS; ARTICLE XIII, WRECKER AND TOWING SERVICE; SECTION 22-583, APPLICATION FOR WRECKER PERMIT; INSPECTION, IS HEREBY AMENDED TO READ AS FOLLOWS:

**22-583, APPLICATION FOR WRECKER PERMIT; INSPECTION**

(a) Any person desiring to engage in a wrecker service business shall make a written application for a permit, on the form provided by the City of Muskogee, to the Office of the City Clerk. The application shall be submitted to and approved by the Chief of the Muskogee Police Department or his designee.

(b) The City of Muskogee's application form shall include, but not be limited to the following information:

(1) The name, telephone number, home address and proposed business address of the applicant;

(2) Whether the applicant has available, with an attendant on duty at all times, adequate enclosed space for properly accommodating and protecting all disabled vehicles that are to be towed or removed by the wrecker service. Adequate space shall be deemed to be an area that can safely accommodate at least 20 vehicles;

(3) The location, number, description and hourly availability of the tow trucks owned or operated by the applicant;

(4) The financial status of the applicant, including the amount of all unpaid judgments against the applicant and the nature of the transaction or actions giving rise to the judgment;

(5) The experience of the applicant in the wrecker business; and

(6) Any further information as deemed advisable by the chief of police as listed on the City's application form.

(7) Type(s) of wrecker vehicles used by wrecker business

(c) The ~~City Manager~~ Chief of Police shall act upon the application within 30 days after receiving same. If the ~~City Manager~~ Chief of Police approves the application, a permit shall be issued to the successful applicant upon providing proof of valid, current State permit and the payment of all State and City of Muskogee permit fee according to a schedule of fees, as shall be modified from time to time by the council, and made available for public viewing in the City Clerk's office. If the ~~city manager~~ Chief of

Police disapproves or denies the application, he shall notify the applicant in writing within ten days thereafter, giving specific reasons for the disapproval or denial.

City of Muskogee Wrecker/Towing Business permits are required to be renewed each year before December 31 with payment of the City of Muskogee permit fee. Renewals are subject to approval by the Chief of Police.

(d) Any wrecker service desiring to be on the City of Muskogee authorized wrecker service rotation lists used by the Muskogee Police Department and the Muskogee Fire Department shall make a separate written application, on the form provided by the City of Muskogee, to be included on the rotation lists in the Office of the City Clerk.

(e) The applicant wrecker service shall only apply for inclusion on those rotations lists for which the wrecker service has the proper equipment, legal certifications and insurance coverage to perform the services required of the rotation list. The rotation lists will include the following defined classifications:

(1) Large wrecker services. These wreckers are classified as AA-TL by the Oklahoma Department of Public Safety and have a gross vehicle weight rating of at least 44,000 pounds. These wreckers are designed to tow and recover large commercial vehicles such as semi-trucks, tractor-trailers, buses, dump trucks, cement mixers and box trucks. These wreckers are capable of recovering overturned or wrecked heavy vehicles.

(2) General wrecker services. These wreckers are classified as AA, AA-TS or AA-TM by the Oklahoma Department of Public Safety and have gross vehicle weight rating of at least 9,000 pounds for Class AA/AA-TS and a gross vehicle weight rating of at least 24,000 pounds. Rollback wreckers have a minimum 12,000 pound deck rating. Rollback wreckers are those vehicles with hydraulic beds that are lowered to the ground to allow other vehicles to be driven or winched onto the flatbed. General wrecker services are used to tow and recover passenger vehicles, trucks and trailers. Class AA-TM and rollback wreckers are used to tow and recover medium-duty trucks, trailers, small buses, cube vans, flatbed and similar commercial duty vehicles that fit within their weight capabilities.

(3) Forfeiture wrecker services. These wrecker services are specialized towing companies that handle the impoundment, storage and transport of vehicles seized by law enforcement due to involvement in illegal activities.

(4) Hazardous material certified wrecker services.

(5) Non-impound wrecker services. This is also called consensual towing where the vehicle owner or authorized agent specifically requests a wrecker service to move a vehicle and the move is not required by law enforcement. This includes services such as roadside assistance and accident towing where the owner chooses the wrecker service. Non-impound wrecker services are those services where impounding of a vehicle is not required or forced, such as when no criminal act has been committed by the owner or driver of the vehicle, the vehicle is not part of an ongoing investigation or being taken into possession by a property agent, such as in a repossession. If the vehicle owner designates a specific wrecker service for towing the

vehicle for non-impound services, the wrecker service called will not lose their place on the rotation list.

(f) Upon completion of the rotation list application by a wrecker service, the Chief of the Muskogee Police Department will determine which classification the wrecker service qualifies for, determine the wrecker service's classification designation, rotation(s) list placement and approval. The Chief of Police will make the final list placement(s) and final approval within 30 days after receiving same. If the Chief of Police approves the application, the wrecker service will be notified of its classification designation(s) and rotation list placement(s). If the Chief of Police disapproves or denies the application, he shall notify the applicant in writing within ten days thereafter, giving specific reasons for the disapproval or denial.

(g) No wrecker service will be included on any City of Muskogee rotation list without having a completed and approved City of Muskogee Wrecker Permit and completed Wrecker/Towing Rotation Assignment Application on file with the Office of the City Clerk. No wrecker service may apply for inclusion on the City of Muskogee rotation list(s) until all State and City permitting fees have been paid in in the Office of the City Clerk according to a schedule of fees, as shall be modified from time to time by the council, and made available for public viewing in the City Clerk's office.

**State Law reference—** Towing of vehicle from roadway, grounds, 47 O.S. § 951, et seq.

(Prior Code, § 15-192; Code 1993, § 7-1302; Ord. No. 1175-A, 4-14-1975; December 19, 2025)

Section 2. REPEALER. All other ordinances or parts of ordinances in direct conflict herewith are repealed to the extent of the conflict only.

Section 3. SEVERABILITY. Should any part section subsection, sentence, provision, clause or phrase hereof be held invalid, void or unconstitutional for any reason, such holding shall not render invalid, void or unconstitutional any other section, subsection, sentence, provision, clause or phrase of these ordinances and the same are deemed severable for this purpose.

Section 4. EFFECTIVE DATE. This ordinance shall take effect thirty (30) days after its publication as provided by law.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MUSKOGEE, OKLAHOMA, THIS _____ DAY OF _____, 2026.

CITY OF MUSKOGEE

_____

RYAN LOWE, MAYOR

ATTEST:

(seal)

_____
TAMMY L. TRACY, CITY CLERK

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

_____
KATRINA BODENHAMER, CITY ATTORNEY

**Public Works Committee** **18.**

**Meeting Date:** 04/13/2026
**Submitted For:** Katrina Bodenhamer, City Attorney
**Initiator:** Keri Spencer, Deputy City Attorney
**Department:** City Attorney
**Staff Information Source:**

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**Information**

**AGENDA ITEM TITLE:**

Consider approval of Ordinance No. 4304-A, an ordinance of the City of Muskogee amending the Muskogee Code of Ordinances by amending Chapter 22, Business Regulations; Article XIII, Wrecker and Towing Service; Section 22-582, Definitions, or take other necessary action. (Katrina Bodenhamer)

**BACKGROUND:**

The amendment to this ordinance adds the fire department as being an agency that responds to incidents and accidents and that may call for a wrecker service to be dispatched to the scene.

**RECOMMENDED ACTION:**

Approve Ordinance No. 4304-A.

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**Fiscal Impact**

**Attachments**

4304 Definitions (Wrecker)
Ordinance 4304A Definitions (Wreckers)

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**ORDINANCE NO. 4304-A**

**AN ORDINANCE OF THE CITY OF MUSKOGEE AMENDING THE MUSKOGEE CODE OF ORDINANCES BY AMENDING CHAPTER 22, BUSINESS REGULATIONS; ARTICLE XIII, WRECKER AND TOWING SERVICE; SECTION 22-582, DEFINITIONS; ADDING REPEALER, SEVERABILITY, AND SETTING AN EFFECTIVE DATE.**

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

Section 1. MUSKOGEE CODE OF ORDINANCES AMENDING CHAPTER 22, BUSINESS REGULATIONS; ARTICLE XIII, WRECKER AND TOWING SERVICE; SECTION 22-582, DEFINITIONS, IS HEREBY AMENDED TO READ AS FOLLOWS:

**22-582, DEFINITIONS**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Wrecker service business* means a person engaged in the business of offering the service of a vehicle wrecker or towing service for the purpose of answering official police or fire department incident or accident calls, whereby a wrecker tows or otherwise removes disabled vehicles from the place where they are disabled by use of a wrecker or by a truck, automobile or other vehicle so adapted to that purpose.

(Prior Code, § 15-191; Code 1993, § 7-1301; Ord. No. 1175-A, 4-14-1975; December 19, 2025)

**State Law reference—** Wrecker services, state licenses and rules, 47 O.S. § 951 et seq.

Section 2. REPEALER. All other ordinances or parts of ordinances in direct conflict herewith are repealed to the extent of the conflict only.

Section 3. SEVERABILITY. Should any part section subsection, sentence, provision, clause or phrase hereof be held invalid, void or unconstitutional for any reason, such holding shall not render invalid, void or unconstitutional any other section, subsection, sentence, provision, clause or phrase of these ordinances and the same are deemed severable for this purpose.

Section 4. EFFECTIVE DATE. This ordinance shall take effect thirty (30) days after its publication as provided by law.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MUSKOGEE, OKLAHOMA, THIS _____ DAY OF _____, 2026.

CITY OF MUSKOGEE

_____
RYAN LOWE, MAYOR

ATTEST:

(seal)

_____
TAMMY L. TRACY, CITY CLERK

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

_____
KATRINA BODENHAMER, CITY ATTORNEY

**ORDINANCE NO. 4304-A**

**AN ORDINANCE OF THE CITY OF MUSKOGEE AMENDING THE MUSKOGEE CODE OF ORDINANCES BY AMENDING CHAPTER 22, BUSINESS REGULATIONS; ARTICLE XIII, WRECKER AND TOWING SERVICE; SECTION 22-582, DEFINITIONS; ADDING REPEALER, SEVERABILITY, AND SETTING AN EFFECTIVE DATE.**

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

Section 1. MUSKOGEE CODE OF ORDINANCES AMENDING CHAPTER 22, BUSINESS REGULATIONS; ARTICLE XIII, WRECKER AND TOWING SERVICE; SECTION 22-582, DEFINITIONS, IS HEREBY AMENDED TO READ AS FOLLOWS:

**22-582, DEFINITIONS**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Wrecker service business* means a person engaged in the business of offering the service of a vehicle wrecker or towing service for the purpose of answering official police or fire department incident or accident calls, whereby a wrecker tows or otherwise removes disabled vehicles from the place where they are disabled by use of a wrecker or by a truck, automobile or other vehicle so adapted to that purpose.

(Prior Code, § 15-191; Code 1993, § 7-1301; Ord. No. 1175-A, 4-14-1975; December 19, 2025)

**State Law reference—** Wrecker services, state licenses and rules, 47 O.S. § 951 et seq.

Section 2. REPEALER. All other ordinances or parts of ordinances in direct conflict herewith are repealed to the extent of the conflict only.

Section 3. SEVERABILITY. Should any part section subsection, sentence, provision, clause or phrase hereof be held invalid, void or unconstitutional for any reason, such holding shall not render invalid, void or unconstitutional any other section, subsection, sentence, provision, clause or phrase of these ordinances and the same are deemed severable for this purpose.

Section 4. EFFECTIVE DATE. This ordinance shall take effect thirty (30) days after its publication as provided by law.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MUSKOGEE, OKLAHOMA, THIS _____ DAY OF _____, 2026.

CITY OF MUSKOGEE

_____

RYAN LOWE, MAYOR

ATTEST:

(seal)

_____
TAMMY L. TRACY, CITY CLERK

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

_____
KATRINA BODENHAMER, CITY ATTORNEY

**Public Works Committee** **19.**

**Meeting Date:** 04/13/2026
**Submitted For:** Katrina Bodenhamer, City Attorney
**Initiator:** Keri Spencer, Deputy City Attorney
**Department:** City Attorney
**Staff Information Source:**

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**Information**

**AGENDA ITEM TITLE:**

Consider approval of Resolution No. 3082, amending Appendix A of the Muskogee City Code, amending Section 22-583, Wrecker and Towing Service, or take other necessary action. (Katrina Bodenhamer)

**BACKGROUND:**

This proposed amendment to Appendix A updates the annual wrecker permit fee from $25.00 to $100.00 and adds an annual wrecker rotation list fee of $50.00.

**RECOMMENDED ACTION:**

Approve Resolution 3082.

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**Fiscal Impact**

**Attachments**

Resolution 3082 Wrecker Fees
Resolution 3082 Wrecker Fees

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**RESOLUTION NO. 3082**

**A RESOLUTION ADOPTING AN AMENDMENT TO APPENDIX A OF THE MUSKOGEE CITY CODE PERTAINING TO SCHEDULES OF FEES AND CHARGES PER ATTACHED LIST; AMENDING SECTION 22-583 APPENDIX A FOR FEES ASSOCIATED WITH WRECKER AND TOWING SERVICE PERMIT.**

**WHEREAS,** the City of Muskogee has prepared the City's Code of Ordinances containing all ordinances adopted by the City and

**WHEREAS,** the City of Muskogee has prepared an Amendment to Appendix A to the City Code pertaining to fees and charges as per attached;

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

**THAT** Amendment to Appendix A of the Muskogee City code pertaining to schedule of City fees and charges, as per attached list, is hereby approved and adopted; and

**THAT** the public is hereby notified of the adoption of the amended fee schedule, and that copies of the amended fee schedule are available for review in the office of the City Clerk; and

**THAT** the City Clerk shall cause to be filed one copy of this resolution with the office of the County Clerk of Muskogee County; and

**THAT** the City Clerk shall cause one copy of this resolution to be filed with the Law Library of Muskogee County; and

**THAT** the City Clerk shall keep at least one (1) copy of the amended fee schedule to the Code of Ordinances in the Office of the City Clerk for public use, inspection, and examination; and

**THAT** this Resolution shall take effect immediately.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF MUSKOGEE ON THIS **DAY OF APRIL, 2026**.

CITY OF MUSKOGEE

_____
W. PATRICK CALE, MAYOR

ATTEST:

_____
TAMMY L. TRACY, CITY CLERK

Approved as to form and legality this **_____ DAY OF April, 2026**.

_____
KATRINA BODENHAMER, CITY ATTORNEY

| Wrecker and towing service | | | |
|---|---|---|---|
| 22-583, 22-584 | Wrecker permit to be paid by December 31 annually | $100.00 | |
| | Wrecker rotation list to be paid by December 31 annually | $50.00 | |

**RESOLUTION NO. 3082**

**A RESOLUTION ADOPTING AN AMENDMENT TO APPENDIX A OF THE MUSKOGEE CITY CODE PERTAINING TO SCHEDULES OF FEES AND CHARGES PER ATTACHED LIST; AMENDING SECTION 22-583 APPENDIX A FOR FEES ASSOCIATED WITH WRECKER AND TOWING SERVICE PERMIT.**

**WHEREAS,** the City of Muskogee has prepared the City's Code of Ordinances containing all ordinances adopted by the City and

**WHEREAS,** the City of Muskogee has prepared an Amendment to Appendix A to the City Code pertaining to fees and charges as per attached;

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

**THAT** Amendment to Appendix A of the Muskogee City code pertaining to schedule of City fees and charges, as per attached list, is hereby approved and adopted; and

**THAT** the public is hereby notified of the adoption of the amended fee schedule, and that copies of the amended fee schedule are available for review in the office of the City Clerk; and

**THAT** the City Clerk shall cause to be filed one copy of this resolution with the office of the County Clerk of Muskogee County; and

**THAT** the City Clerk shall cause one copy of this resolution to be filed with the Law Library of Muskogee County; and

**THAT** the City Clerk shall keep at least one (1) copy of the amended fee schedule to the Code of Ordinances in the Office of the City Clerk for public use, inspection, and examination; and

**THAT** this Resolution shall take effect immediately.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF MUSKOGEE ON THIS **DAY OF APRIL, 2026**.

CITY OF MUSKOGEE

_____
W. PATRICK CALE, MAYOR

ATTEST:

_____
TAMMY L. TRACY, CITY CLERK

Approved as to form and legality this **_____ DAY OF April, 2026**.

_____
KATRINA BODENHAMER, CITY ATTORNEY

| Wrecker and towing service | | | |
|---|---|---|---|
| 22-583, 22-584 | Wrecker permit to be paid by December 31 annually | $100.00 | |
| | Wrecker rotation list to be paid by December 31 annually | $50.00 | |

**Public Works Committee** **20.**

Meeting Date: 04/13/2026
Submitted For: Kendal Francis, City Manager
Initiator: Katrina Bodenhamer, City Attorney
Department: City Manager
Staff Information Source:

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Information

AGENDA ITEM TITLE:

Discuss declaring the former Teen Center property located at 322 Callahan Street, as described further herein, as surplus to the needs of the City, authorizing and appointing a committee to finalize, review, score, and recommend transfer of said property through a Request for Proposal process, or take other necessary action. (Kendal Francis)

BACKGROUND:

The City formerly operated a teen center in the old armory building located at 322 Callahan. This teen center was closed and relocated to 600 Altamont in the City of Muskogee, and it is better suited to meet the needs of the young people in the City.

At this time, a change in course would be for the City to declare the property surplus and initiate an RFP process to determine the best future use of the building and the best outside entity to carry out that function. The RFP committee would develop scoring criteria for the proposal, including, but not limited to, factors such as the economic benefit to the city from the transfer (including a sales price paid to the city); value of proposed future use to the citizens of Muskogee (including identifying a public need to be met); and an organization history and references/case studies (including examples of the organization performing the proposed work); and overall responsiveness to the RFP.

The end result of the committee's work would be making a recommendation to the City Council to transfer title of the property to the entity outside city government which submits the best proposal. The transfer may occur by sale or other considerations.

It falls within the authority of the City Council to declare property surplus and determine what happens to surplus property. As such, the Council can designate an ad hoc subcommittee of no more than four councilors to serve as the RFP committee or designate the city manager to populate an RFP committee made up of staff members.

If the Council chooses to designate a subcommittee of no more than four councilors, it would be appropriate to nominate, discuss and approve members of the committee under this agenda item.

RECOMMENDED ACTION:

Approve the item

Fiscal Impact

Attachments

322 Callahan

322 Callahan St

Muskogee, Oklahoma
Google Street View
Sep 2024 See more dates




Image capture: Sep 2024 © 2026 Google

**Public Works Committee** **21.**

Meeting Date: 04/13/2026
Submitted For: Avery Rigney, Public Works
Initiator: Benita Hotema, Assistant Financial Analyst
Department: Finance
Staff Information Source:

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Information

AGENDA ITEM TITLE:

Consider approval to authorize the City Manager to negotiate and execute an agreement with Clean Earth, in the budgeted amount of $35,000.00 per event, for conducting the Household Hazardous Waste Pollutant Collection, Transportation, and Disposal Event for the City of Muskogee, or take other necessary action. (Mike Stewart)

BACKGROUND:

The City of Muskogee advertised, solicited for, and received three (3) proposals from: Clean Earth Environmental Solutions Inc., Arcwood Environmental, and Rose Rock Environmental for the 2026 Household Pollutant Event.

The selection committee, consisting of public works staff, reviewed the proposals from all 3 parties. Staff chose to compare costs based on actual numbers from the previous Household Pollutant Event. Clean Earth has the lowest overall cost and excellent references. Clean Earth's proposal was complete, responsive, and met the requirements of the City.

Staff and selection committee recommend approval.

RECOMMENDED ACTION:

Approve the item

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Fiscal Impact

FUNDING SOURCE:

504-6010-430.39-90

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Attachments

Clean Earth Proposal

Cost Proposal

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CleanEarth™

# PROPOSAL

## HOUSEHOLD & HAZARDOUS WASTE SOLUTIONS



Created for:

**City of Muskogee, OK**

RFP for Household Hazardous Waste Collection

Closing Date:
March 2, 2026 | 2:00 PM

Submitted by:
Kelby Neal
Regional Account Manager
e kneal@cleanearthinc.com
m 318.557.7739

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## COVER LETTER

3/2/2026

Mike Stewart, Director of Public Works
City of Muskogee
301 S. Cherokee
Muskogee, OK 74403

**Re: 2026 Household Hazardous Waste Collection**

Dear Mr. Stewart,

As one of the largest providers of Household Hazardous Waste (HHW) services in the country, Clean Earth Environmental Solutions, Inc. (Clean Earth) stands ready provide the highly experienced personnel, innovative problem-solving solutions and exceptional customer service necessary to skillfully manage the Household Hazardous Waste Collection for the City of Muskogee (City). A successful HHW collection program requires an environmental services partner that can provide trust, confidence, and collaboration while maintaining a high level of service to the City. Our proven team of experts, expansive infrastructure and decades of HHW experience positions Clean Earth to exceed the service requirements and deliver results. We are confident Clean Earth has both the specific experience and corporate qualifications necessary to successfully service your HHW program.

The request for proposal has been received and understood. Our proposal will remain valid for a period of 90 days after submittal. The City may contact the following who is authorized to conduct negotiations on behalf of Clean Earth.

**Kelby Neal, Regional Account Manager**
**402 Webster Chapel R, Glencoe, AL 35905**
**(318) 557-7739**

The enclosed proposal response is submitted in accordance with stated requirements. Clean Earth agrees to furnish the City with any additional information as to our technical, financial and production ability to perform any contract or contracts resulting from this RFP. Clean Earth is willing to enter into a contract with the City. The submission of this proposal is being presented with the understanding we will negotiate mutually agreeable contract terms and conditions. We reserve the right to decline to enter into an agreement without penalty or prejudice if an agreement cannot be reached. We appreciate your consideration of Clean Earth as a partner and service provider.

Sincerely,

Kelby Neal

Kelby Neal, Regional Account Manager
Clean Earth Environmental Solutions, Inc.

## WORK STATEMENT

For 37 years Clean Earth (including related companies) has delivered reliable, safe, and cost-effective waste management services to solid waste districts, school systems, municipalities, and businesses throughout the United States. Clean Earth provides service to over 10,000 unique clients in all 50 states. The scope of services for individual clients ranges from simple transportation and disposal to full turnkey management of waste. We customize our service offering to the requirements specified.




As the cornerstone of our shared culture, our Core Values reflect our overarching purpose as a business and guide employee behaviors and decisions.

The primary focus of Clean Earth after source reduction is beneficial reuse and recycling, with a wide range of options designed to maximize value while protecting valuable resources. Clean Earth works with each of its clients to provide the most effective solutions for their waste disposal requirements while remaining focused upon overall cost reduction.

Clean Earth has the expertise and properly trained and qualified staff to manage hazardous materials to final disposal in accordance with all local, state, and federal regulations. Clean Earth employees are trained per the requirements of OSHA 1910.120 Hazardous Waste Operations and Emergency Response. They are also trained in accordance with Federal DOT requirements for the preparation and transportation of hazardous materials, and in EPA Hazardous Waste Management requirements.




Clean Earth is consistently recognized as one of the largest specialty waste companies in the United States through well-known industry publication Top Lists. The breadth and depth of our experienced team, technology, and customized solutions enables us to safely manage, recycle, and properly dispose of millions of tons of waste every year to keep our customers compliant and our planet clean.

Our vast portfolio of technologies and services touches nearly every industry that generates waste including energy, infrastructure, commercial, industrial, retail, and healthcare markets. With the largest TSDF network in the country, it is our unique capability of providing a one-source, full-service solution to handle multiple waste streams from a single customer. Our processes are detailed, our due diligence is tireless, and our results provide unmatched recycling and disposal solutions for our customers with the utmost in customer service.

## *Permitted Facilities*

Clean Earth operates one of the largest and most comprehensive networks of TSDFs supporting the critical operational logistics required to service clients such as the City. Our TSDFs are specifically designed to help clients reduce short- and long-term risk through effective treatment, recycling, and minimization of waste. This allows Clean Earth clients to use the most suitable treatment/disposal solution for each type of waste they generate.



Clean Earth provides turnkey services for the recycling, treatment, incineration, landfill, or energy-recovery from every Clean Earth TSDF facility through internal processes or a managed third-party disposal process. Our company-owned TSDFs are EPA certified and hold all applicable licenses and permits.

The primary focus of Clean Earth after source reduction is beneficial reuse and recycling, with a wide range of options designed to maximize value while protecting valuable resources. Clean Earth works with each of its clients to provide the most effective solutions for their waste disposal requirements while remaining focused upon overall cost reduction.

## *Permitted Fleet*

Clean Earth owns and operates a fleet of over 800 specialized, permitted trucks to help customers handle any waste disposal need. Our broad range of truck sizes and configurations allows for compliant, efficient, and safe transport and disposal of any quantity of hazardous or non-hazardous waste. The fleet also includes box trucks, vans, semi- trailers, vacuum tankers, stake bed trucks, railcars and intermodal (road and rail) vehicles, sprinter vans, and roll-offs.

## *Relevant Experience*

Our HHW Services Group is a distinct business line within Clean Earth Environmental Solutions and is responsible for all HHW, VSQG, and agricultural pesticide management programs throughout the United States. This service group strives to provide superior management services of HHW collection programs. We provide the following to our HHW-related clients:

- Dedicated staff with minimal turnover
- Waste management hierarchy that strives for the highest level of sustainability
- Consultation and on-site services that teach and demonstrate regulatory compliance and environmental health, and safety
- Technical and account management services available 24 hours a day, seven days a week (24/7)

With Clean Earth you have an HHW team that provides knowledgeable, safe, and effective program management which will ensure seamless, efficient, and effective services to the City's Household Hazardous Waste Program. Clean Earth has the experience and track record to manage large, multifaceted HHW programs generating more than a half-million pounds annually by employing a variety of collection methods. We also have experience and expertise to support multiple clients' load check, door-to-door, recycling events, and permanent collection facility operations. Along with this experience, Clean Earth offers an in-house transportation fleet consisting of a wide range of trucks to handle materials in bulk or packaged and designed to transport small to large quantities.

Our history of managing HHW Programs dates back to 1988, when it was owned by a predecessor entity. Since our original program designs, we have grown to be a premier HHW contractor in North America by developing a team of professionals with unmatched industry experience.

Our experience includes full management of HHW, Very Small Quantity Generator (VSQG) and agricultural pesticide management programs throughout the United States. Our HHW program capabilities include the following:

| | |
|---|---|
| Permanent Facility Operations | Waste Management |
| CESQG Programs | Electronics Collection and Recycling |
| Mobile Collection Events | Hotline and Appointment System |
| Door-to-Door Collections | Program Planning |
| Sharps Program | Community Education/Outreach |
| Transportation | Training |

Clean Earth supports the efforts of the City to divert waste to recycling and reuse by reviewing alternate local resources, Take Back partnerships and product stewardship programs. Our network of TSDFs focuses on sustainable waste management emphasizing recycling, reuse, treatment, and risk reduction.

Clean Earth has been awarded numerous HHW contracts by delivering excellent customer service at a competitive price. Nationwide, Clean Earth has operated thousands of HHW drop-off events and our HHW business has serviced as many as 300 customers with estimated annual revenue in excess of $30M.

### *Labor*

Clean Earth will provide the required staff for the City's collection events. All Clean Earth employees have at minimum the forty (40) hour Hazardous Waste Operations Emergency Response training in accordance with the OSHA standards, 29 CFR 1910.120. Additionally, they will meet the training requirements of 49 CFR 172.700. Clean Earth's training program ensures that all staff provided to the City's program are trained in the safe and proper handling of hazardous wastes and capable of emergency response and clean-up of hazardous spills and containing and securing of wastes during disasters.

### *Equipment and Supplies*

Clean Earth shall provide all necessary materials required for the proper separation, containerization, handling, storage, transport and disposal of collected materials. Clean Earth shall provide an adequate number of containers, packaging materials and absorbent for on-site bulking of certain materials. Clean Earth will also provide all necessary personal protective equipment, supplies, and administrative materials which includes, but is not limited to, protective clothing, goggles, respirators, tools, visqueen, forms, manifests, labels, markings, placards and any other materials/supplies required to independently conduct household hazardous waste collection. All equipment must meet the requirements of the H&SC Chapter 6.5; Department of Transportation HM-181 regulations; Occupational Safety and Health Act and any and all other applicable federal, state, and local codes and regulations.

**PPE**

Level D personal protective equipment (PPE) is worn by all employees while present in the hot zone of any HHW operation. Based upon service activities and training, Clean Earth chemists will don properly selected chemical protective clothing which can minimize risk of exposure to chemical substances. Eye and face protection are given by goggles or impact resistant lenses in safety glasses or face shields and foot protection by impact resistant and chemically resistant steel-toed boots. Poly-Tyvek suits are worn to protect against splash and skin absorption. Hard hats, broad rim hats or caps are available if needed. All personal protective equipment complies with Federal, State, and local regulations.

Personal Protective Equipment will be specified to meet or exceed the level of protection necessary to maintain the workers safety as required by state and federal regulations. All personnel inside the identified hazardous section will wear Tyvek suits or approved coveralls, safety glasses with fixed side shields, safety toe boots or footwear, and appropriate respirator,

when required. Rubber or nitrile gloves will be worn (latex lab gloves are acceptable for inventory purposes).

Personnel consolidating flammable liquids (solvents, oil-based paint, paint-related material) or in a ten (10) foot radius of this operation, will wear splash goggles or splash shield and a half face negative pressure respirator equipped with organic vapor cartridges or a full face negative pressure respirator with the same cartridges or equivalent. Situations such as implementation of secondary containment for open containers or spill clean ups will be evaluated to determine the proper level of PPE. If determined necessary, Level C PPE will be used.

### *Unloading and Screening Material*

Clean Earth personnel will be responsible for the unloading of all waste. All personnel unloading materials, prior to its removal from the vehicle, will visually screen all waste for unidentified or unacceptable items.

### *Waste Sorting*

Once the waste is brought into the receiving areas they will immediately be segregated and sorted by trained and experienced Environmental Technicians and directed to the appropriate areas for packaging. Chemists will oversee the packaging of all the collected materials and will perform on-site "fingerprint" tests to determine the classification of an item if the waste item is unlabeled.

### *Unknowns*

Clean Earth personnel have the knowledge and experience to characterize unknown materials using HazCat techniques. Care will be taken while running these tests to ensure that incompatible materials are not mixed, and that the testing apparatus is not creating additional hazards. Persons working in this area will pay close attention to the materials being tested to avoid hazardous reactions. Once identified, the materials will be packaged per DOT classification and RCRA requirements. It is the responsibility of the Project Manager and Chemist to communicate to the Technicians that are off-loading and sorting the waste items, the hazardous nature of the materials being accepted.

### *Non-Conforming Waste*

In the event any unacceptable waste materials are inadvertently accepted, Clean Earth will manage accordingly in accordance with the contract requirements.

Clean Earth treatment facilities are permitted by the federal and state government to accept most types and hazard classes of waste including dangerous waste, extremely hazardous waste, liquid, solid and compressed gases. The following are not accepted HHW waste streams:

- Explosives or explosive waste
- Ammunition
- Biological or medical waste

- Radioactive waste
- Large compressed gas cylinders (over 5 gal or 20lbs.)
- Solid Waste (household garbage)

Clean Earth has the ability to subcontract and manage the above waste streams if they are inadvertently accepted at the event. Disposal pricing for the above unacceptable wastes will be on a case-by- case basis.

### *Packaging*

All waste shall be packaged, labeled, and sorted in accordance with DOT requirements pursuant to Title 49, Code of Federal Regulation, Subchapter C. Clean Earth has developed a unique set of profiles specifically for our household hazardous waste clients with the goal of reducing the total number of waste streams shipped by your program. Clean Earth packaging protocols focus on consolidation of material by hazard classification and final disposition. By reducing the number of waste streams shipped, Clean Earth will consolidate the waste material to the fullest possible extent and utilize the most efficient shipping container.

### *Profiling and Labeling*

Clean Earth provides the City with a set of profiles for each waste stream. The appropriate profile number is placed on each waste label. Clean Earth prepares all manifests, Bills of Lading (BOLs), and profiles. The City will be named as generator of all HHW collected through this program.

Clean Earth will provide the proper labeling for all shipments. All labels will comply with all applicable local, state, and federal regulations including US EPA and US DOT as well as those specific requirements of the receiving facilities. Each drum generated requires the following:

- Hazard class label
- Hazardous waste label (these labels are for descriptive purposes only)
- Up arrows as required

Each label is properly marked with the following:

- Proper shipping name
- Hazard class
- UN or NA number if applicable
- Applicable EPA and OK state codes
- Constituents (two constituents required for all drums that have a proper shipping name ending in N.O.S.)
- Manifest Document Number
- Date of accumulation
- Reportable quantity ("RQ") if applicable
- Generator will be the City of Muskogee
- EPA ID #

## *Manifesting*

Clean Earth will provide the proper shipping papers including manifests, bills of lading (BOL), land disposal restriction forms (LDRs), if applicable, and labels. Shipping papers will comply with all applicable local, state, and federal regulations including US EPA and US DOT, as well as those specific requirements of the receiving facilities. Clean Earth will provide pre-printed shipping documents available for review by the City prior to shipment.

Clean Earth will prepare hazardous waste profiles for each individual waste stream. As generator, the City will review and sign all profiles and shipping documents, or as appropriate can designate Clean Earth to sign on their behalf.

### ***E-Manifest Compliance***

Clean Earth complies with all data submission requirements related to E-manifest. Clean Earth's approach to compliance with these regulations are as follows:

- The current provisional fee structure ranges per manifest depending on how the data is submitted to EPA by the TSDF.
- All hazardous waste shipments continue to be documented on paper manifests, and Clean Earth will submit the required data to EPA for those manifests received at our TSDFs.
- DOT will continue to require paper shipping documents until/unless the hazmat regulations in 49 CFR are amended to more closely align with EPA.
- Clean Earth has assembled a working project team to manage communication, training and documentation related to the new E-manifest requirements.
- Clean Earth is monitoring the EPA's E-manifest communications for new developments and will share these with our customers as they become available.

Manifests not registered in the e-Manifest systems will be processed in accordance with all federal, state, and local requirements, and any disposal/recycling facility requirements. The generator retains one copy of the manifest for three years and marries it to the signed copy that is received from the destination facility. Clean Earth is able to track the location, condition, and status of each item being managed at any given time.

Clean Earth continues to evaluate options for transitioning to a fully electronic manifest, as this is one of the goals of our future plans for digital transformation. We have teams who are working to update our systems so they will be ready to accommodate electronic manifests when the time comes.

## *Event Operations*

The following are Clean Earth's standard procedures for HHW Collection Events and can be adjusted to fit the needs of the City.

### ***Site Set Up***

The Clean Earth HHW team, equipment and supplies will arrive at the event location at least 2 hours prior to scheduled event start time and will be prepared to accept materials no later than one hour before event begins. The project staff will prepare the site according to the approved site plan.

The Clean Earth Project Manager is responsible for the following check lists regarding HHW Collection events. These processes can be modified to better accommodate individual events:

- ✓ Map to hospital and evacuation map posted.
- ✓ Check event work areas for proper signs: "Danger, Unauthorized Persons Keep Out" bilingual sign needed to mark the receiving, handling, and storage areas, "No smoking, food or beverage" needed at entry to receiving, handling and storage areas, "No smoking" needed at vehicle stop area.
- ✓ Fire Extinguishers, mounted in readily accessible locations, charged w/ a current date.
- ✓ First Aid Kit stocked and easily accessible to the work area.
- ✓ Emergency Shower and/or Eyewash are operational, accessible, and water flow tested.
- ✓ Person Protective Equipment (PPE) properly stocked and readily available. (Gloves, Safety glasses, Face Shields and Tyvek suits).
- ✓ Set up Traffic Patter, Confirm Entrance & Exit, designate one-way traffic w/ cones.
- ✓ Worktables set up, covered with visqueen.
- ✓ Used Oil Area - Line the area with visqueen. Set up bulking tools, open and label drums or receptacles.
- ✓ Bulking Area - Line the area with visqueen and prepare the drums with grates, set up bulking tools, absorbent pads and floor dry.
- ✓ Identify Waste Drums. Confirm that drums are labeled properly and ready for use.
- ✓ Auto Battery Pallets set up and identified. Cardboard and shrink wrap nearby.
- ✓ Electronic waste pallets and boxes set up.
- ✓ Decontamination area set up, hand washing station, soap, paper towels, receptacle for used PPE.
- ✓ Perform Site Safety Meeting 30 minutes prior to event opening.
- ✓ Set up and identify emergency and spill equipment stations.

***Work Zone Compliance/Site Management Events***

- ✓ Hot Zone Inspection, all drums properly labeled and marked. Containment areas intact and kept clean and orderly.
- ✓ Hot Zone Secure: Are unauthorized people prohibited from entering?
- ✓ Health and Safety: Are employees prohibited from eating in any area where contaminates are present? Is public access to the work areas clearly marked?
- ✓ All staff putting on appropriate PPE. Check safety glasses, clean Tyvek/apron, appropriate gloves, headgear on bulking staff.

- ✓ Complete watch cards and Job Safety Analysis.

***Site Clean-up***

Demobilization time may vary depending on participation and waste volumes. Clean Earth understands the City's requirement that all waste must be offsite within four (4) hours following the end of a collection event. Our service team strives to demobilize and have the site cleaned up within two (2) hours after the event closes. Clean Earth's ability to ship waste and demobilize event locations quickly helps to control labor costs. Collected waste is shipped from the sites on the date of collection unless specified by the City representative. While waste is being loaded for shipment, the site is torn down and returned to its original condition before Clean Earth leaves the site that afternoon or evening.

**Post Event Clean-Up Demobilization**

- ✓ All waste properly packaged and labeled.
- ✓ Load Waste per DOT segregation requirements.
- ✓ Prepare and provide all shipping documents for customer review and signature.
- ✓ Provide appropriate placards to driver, ensure properly displayed on vehicle.
- ✓ Review and obtain driver signature on all shipping papers.
- ✓ Pull generator copies of shipping documents and provide to customer.
- ✓ Provide driver with appropriate shipping papers and DOT special permits.
- ✓ Load all equipment and supplies
- ✓ Pick up all trash and sweep area
- ✓ Sign out employees
- ✓ Remove all waste form sites and secure site

### *Hazardous Waste Transportation*

Clean Earth proposes to use our company, Clean Earth Specialty Waste Solutions, Inc. (CESWSI) as the primary transporter for the City's Program.

| Transporter Operating Name | License/DOT Number | EPA ID Number |
|---|---|---|
| Clean Earth Specialty Waste Solutions, Inc. | 1348411 | MNS 000 110 924 |

Clean Earth is one of this country's safest hazardous waste transportation companies and is licensed in all 50 United States. Waste types that the City currently plans to accept are transportable by Clean Earth. Clean Earth will primarily utilize its own transportation fleet of bobtail trucks, full sized tractor/trailers, and roll-off bins. Clean Earth will use the most efficient vehicle available based on the type of containers shipped and the total volume of waste. The primary means of waste transportation is a full sized (48 – 53 foot trailer and tractor). This unit will transport waste from the HHW facility to a Clean Earth ten (10) day transfer station or the designated primary TSDF.

All waste will be loaded on properly registered and licensed transport vehicles and provisions will be made to ensure adequate space is available on the transport vehicles. Clean Earth drivers ensure accurate labeling, marking, and placarding is in place prior to transportation. Clean Earth understands that all waste must be off the site within four (4) hours after termination of a collection event. In the event that Clean Earth is unable to utilize our internal transportation resources, we have long-standing relationships with reliable and permitted hazardous waste transportation companies, to ensure seamless prompt response to the City.

## *Hazardous Waste Recycling, Treatment, and Disposal*

**Disposal Facilities**

Clean Earth possesses extensive in-house capabilities for the consolidation, processing, treatment and recycling of hazardous waste. Waste will be recycled, treated or rendered non-hazardous within one of our own treatment facilities. This will ensure that the City's waste receives the highest feasible management method associated with the federal and state waste management hierarchy. If waste requires final processing or disposal, Clean Earth has contracts and relationships with all major firms and a number of specialty waste disposal firms throughout the United States.

### *Primary Receiving Facility*

The primary facility for the City waste streams is our company owned TSDF located in Avalon, TX. The extensive treatment and storage capacity at our Avalon facility ensures that, once shipped, the waste is accepted off the transportation vehicle.

Additionally, the broad in-house capabilities for consolidating, processing, treatment and recycling of hazardous waste ensures the waste collected and shipped from the City's collection events is processed in accordance with the approved waste management methods.

| Facility Name | Contact | Capabilities |
|---|---|---|
| Chemical Reclamation Services, LLC<br>405 Powell St.<br>Avalon, TX 76623<br>EPA ID: TXD 046 844 700 | Johnny Busby,<br>Facility Manager<br>T: 972-627-3224 | RCRA Part B Facility, CERCLA approved; Storage capacity of 180,000 gallons; 3,500 drums and 60 cubic yards of solids; Solvent recovery; Fuel blending |

### *Secondary Receiving Facilities*

Once accepted into a Clean Earth facility, waste is processed as soon as possible utilizing waste management hierarchy (Reduce, Reuse, Recycle, Fuel Blend, Treatment, Incinerate, Landfill) by treating and recycling as much waste as possible in the plant. If the materials cannot be managed in-house, such as those items requiring incineration or hazardous waste landfilling, they are sent on to companies with which Clean Earth has had long standing relationships and who have met our stringent external audit requirements.

The following table depicts the End-Disposal Facilities proposed by Clean Earth.

| CLEAN EARTH PROPOSED END-DISPOSAL FACILITIES | | | | |
|---|---|---|---|---|
| Facility | EPA I.D. # | Phone # | Type of Facility | Waste Types |
| **Clean Earth – Calvert City**<br>1689 Shar-Cal Rd.<br>Calvert City, KY 42029 | KYD985073196 | 270-395-0504 | Part B TSDF | Flammable Solids |
| **Clean Earth – Morgantown**<br>85 Olin St.<br>Morgantown, WV 26501 | WVD981107600 | 304-292-0659 | Part B TSDF | Haz and Non-haz waste |
| **AERC (a Clean Earth company)**<br>2591 Mitchell<br>Allentown, PA 18103 | PAD987367216 | 610-797-7608 | Recycling | Universal Waste and Electronics |
| **Bluesky Solutions LLC**<br>8310 Eastpoint Dr.<br>Dallas, TX 75227 | EXE | 919-771-0744 | Recycling | Lithium-Ion Batteries |
| **Clean Harbors – El Dorado**<br>309 American Circle<br>El Dorado, AR 71730 | ARD069748192 | 619-514-7095 | Destructive Incineration | Poisons, Pesticides |
| **Clean Harbors – Lone Mountain**<br>40355 S. County Rd.<br>Waynoka, OK 73860 | OKD065438376 | 580-697-3500 | RCRA Landfill | Hypochlorite's, Bleach, Perchlorates, Hydrogen Peroxide |
| **Effective Environmental**<br>945 E. Pleasant Run Road<br>Lancaster, TX 75146 | TXD980811046 | 972-227-1258 | Recycle | Batteries, Oil, E-waste |
| **Elemental Environmental**<br>500 East Reynolds Rd.<br>Arkadelphia, AR 71923 | ARD006354161 | 870-254-2720 | Haz Waste Landfill | Toxic Solids |
| **GDB**<br>600 Straus Lane<br>Harlingen, TX 78550 | EXE | 618-478-2002 | Recycle | Latex Paint |
| **Integrated Environmental Services**<br>1445 Marietta Blvd.<br>Atlanta, GA 30318 | GAR000036897 | 404-352-2001 | Recycling | Cylinders |
| **Lighting Resources**<br>101 E. Bowie St.<br>Fort Worth, TX 76106 | TXD008029191 | 817-291-1440 | Recycling | Fluorescent Lamps |
| **Republic-Itasca**<br>2559 F. M. 66<br>Itasca, TX 76055 | TXD986048418 | 254-687-2456 | Landfill | Non-Haz Solids |
| **Rineco**<br>819 Vulcan Rd.<br>Benton, AR 72015 | ARD981157870 | 800-377-4692 | Haz Waste Cement Kiln RCRA/Aerosol Crusher | Paint related material, oil paints, flammable liquids/solids/ aerosols |
| **Ross Incinerators**<br>394 Giles Road<br>Grafton, OH 44044 | OHD048415665 | 440-748-5847 | Destructive Incineration | Poisons, pesticides, herbicides, oxidizers, corrosives |
| **URT (Universal Recycling Technologies)**<br>2645 Sylvania Cross Dr. | TXR000086069 | 682-385-5726 | Recycling | Bulbs |

| CLEAN EARTH PROPOSED END-DISPOSAL FACILITIES | | | | |
|---|---|---|---|---|
| Facility | EPA I.D. # | Phone # | Type of Facility | Waste Types |
| Fort Worth, TX 76137 | | | | |
| **Veolia – Port Arthur**<br>Hwy 73 (3.5 miles West of Taylor's Bayou)<br>Port Arthur, TX 77640 | TXD000838896 | 281-425-7138 | Incineration | Flammable Liquids, Used Oil |

**Auditing Procedures**

Clean Earth is here to protect you and lift the burden of compliance. We perform audits of all our facilities, third-party facilities, and vendors to ensure compliance and environmental stewardship for our customers. From the largest to the smallest business, we provide all our customers with guidance when needed on regulatory changes and common disposal issues.

For most projects, Clean Earth has the personnel, equipment and facilities to perform the scope of the work without the use of subcontractors. We do, however, use subcontractors when necessary. Clean Earth maintains long-term strategic alliances and partnerships with strategically located, fully audited support facilities and specialty providers. These alliances allow Clean Earth to provide the most compliant and environmentally conscious RCRA program currently available to the hazardous waste industry. Leveraging these synergies also significantly improves operational efficiency, sustainability, and overall cost control.

All waste facilities and transporters utilized by Clean Earth are fully permitted and licensed to perform services by all applicable local, state and federal agencies. Clean Earth performs regular audits of subcontractors to ensure the highest quality service and compliance for our customers.

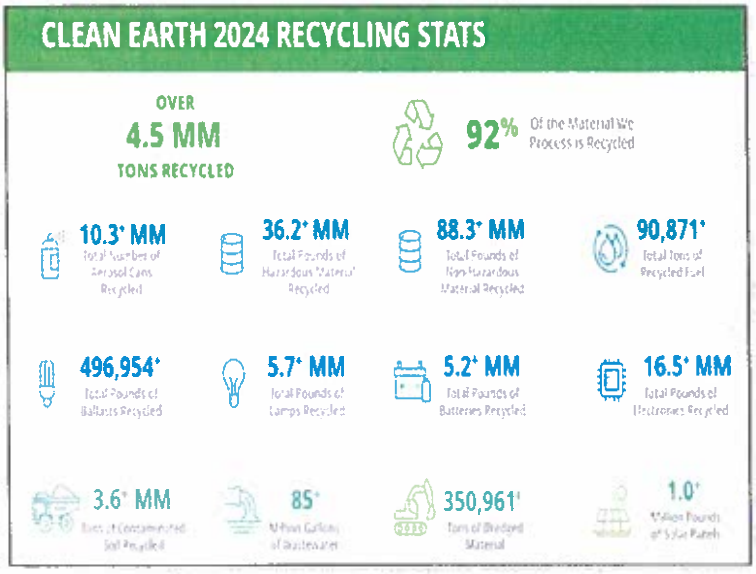
The Field Service Operations group utilizes third-party disposal facilities under the requirements stipulated by a third-party audit policy. This policy requires all disposal contractors to be identified on an approved list, vetted prior to use, and periodically audited to ensure continued compliance. Disposal vendors are managed within Clean Earth's internal Vendor Management Database. The database is maintained by the Safety, Health, and Compliance (SHC) department. Only disposal facilities meeting Clean Earth's approval process are transitioned into the waste management operating system for use. If a vendor is not active within the management system, orders and paperwork cannot be created. This ensures that only approved vendors are utilized. Clean Earth's disposal vendor program is designed to ensure that a consistent auditing and approval process is utilized. SHC coordinates with the Materials Management Department to minimize the number of disposal vendors as much as possible. Only appropriately permitted, compliant and financially stable vendors are utilized. Disposal vendors receive an initial audit prior to approval. All inspection documentation and permits are managed within the Disposal Vendor "module" of the SHC management system database. The disposal vendor program uses

a cross-functional approach that includes team members from materials management, operations, compliance, and internal controls.

Our third-party audit program consists of a series of policies, assessment tools, evaluations, inspections and on-site audits. All third-party transporters are subject to a pre-qualification process involving a review of safety fitness ratings, employee screening and hiring practices, and shipping paper verification and review.

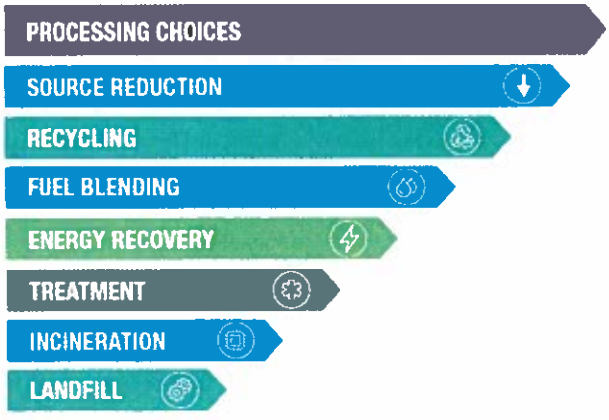
### *Waste Management Methods*

Clean Earth manages all waste in accordance with federal, state and local requirements. Clean Earth recognizes the City's commitment to the waste management hierarchy that promotes source reduction, reuse, and recycling above other management methods such as incineration and landfill. Clean Earth is committed to these priorities and has a sustainability program within our corporate structure to further our growth in source reduction.




Clean Earth can offer recycling through reuse, raw materials or energy to fuels for the majority of the waste streams generated by the City. Clean Earth will work closely with the City to develop other disposal or reuse options that will increase the percentage of materials recycled.

Clean Earth will ensure that the most appropriate waste disposal methods are available for the household waste collected. Clean Earth will evaluate each waste stream received on an ongoing basis.We will continually determine the available technologies and our current capacity for managing waste according to the following hierarchy of waste management practices.




Clean Earth is committed to these priorities in waste management. We consider all available waste management options in order to manage waste through reduction recycling, or reuse when feasible. When not feasible, Clean Earth additionally offers fuels blending of flammable materials to recover their fossil fuel energy

content, and treatment and discharge of corrosive materials to render them non-hazardous. Both of these offerings allow the City to avoid the liability associated with the least preferred management methods of incineration or landfilling whenever possible. Materials that can be managed as non-hazardous waste will not be lab packed but recycled or disposed of as non-hazardous waste.

### *Health and Safety Plan*

Clean Earth realizes that HHW collection events pose a potential hazard to employees, City property and the community residents. In an effort to minimize these potential hazards, Clean Earth has developed a comprehensive HHW Site Operations, Health, Safety and Contingency Plan.

We provide a site-specific plan for one day collection events and permanent facilities we operate. The plan addresses routine site operations as well as contingency actions to respond to hazardous material release, spill or other type of emergency.

A copy of this plan is kept onsite. The plan includes safety references, emergency phone numbers, hospital information, poison control center, police department and Clean Earth contact information. The Site Supervisor evaluates any and all spills to determine appropriate action and clean up required. Clean Earth's Project Manager will provide a copy of the plan for the City's review and approval upon contract award

### *Service Location*

Clean Earth will utilize our service centers in Tulsa, OK and Lancaster, TX.

Our service center in Lancaster, TX will create orders and print shipping documents. Files will be maintained at this location, as well as at the primary receiving TSDF in Avalon, TX.

| | |
|---|---|
| **Legal Name:** | Clean Earth Environmental Solutions |
| **Address:** | 945 E. Pleasant Run Road |
| | Lancaster, TX 75146 |
| **Phone Number:** | (214) 635-1432 |
| **Hours:** | Monday – Friday; 8am – 5pm |
| **Legal Name:** | Clean Earth Environmental Solutions |
| **Address:** | 2120 Southwest Blvd. |
| | Tulsa, OK 74107 |
| **Phone Number:** | (214) 601-2513 |
| **Hours:** | Monday – Friday; 8am – 5pm |

### *References*

As a services company we distinguish ourselves from our competitors by providing unparalleled service quality, which we use as the primary indicator of a program's success and efficiency.

While many of our competitors in the hazardous waste disposal industry are comparable in the technology that is available and the cost to provide disposal, it is service that distinguishes providers.

Clean Earth is dedicated to forming long-term partnerships with our clients, which requires a level of communication and dependability that is only found in premier service providers.

We are confident Clean Earth has both the specific experience and corporate qualifications necessary to successfully service the program. Clean Earth has many references that can confirm the level of service we provide in the planning, implementation, and efficient operation of all aspects of HHW collections event service and operation, including mobile events, permanent collections centers, and conditionally exempt small quantity generator programs.

Clean Earth has extensive experience operating permanent HHW collection facilities, as well as temporary collection events. Clean Earth has the necessary equipment onsite and will seamlessly transition our services if awarded this contract.

We are confident that our contract references will provide relevant examples/past performance of where we have provided more than outstanding service. Clean Earth has provided three (3) references for whom we currently provide services to.

*City of Oklahoma City*

| | |
|---|---|
| **Contact:** | Lyndel Gibson |
| **Address:** | 1621 S. Portland Ave, Oklahoma City, OK 73108 |
| **Phone:** | (405) 682-7038 |
| **Email:** | lyndel.gibson@okc.gov |
| **Type of Service:** | Provide supplies, transportation and disposal for permanent HHW collection facility |
| **Performance Period:** | 2022 – Present |
| **Contract Amount:** | $200,000 annually |

*City of Norman*

| | |
|---|---|
| **Contact:** | Faith Haynes |
| **Address:** | 3803 Chautauqua, Norman, OK 73072 |
| **Phone:** | (405) 366-5463 |
| **Email:** | faith.haynes@normanok.gov |
| **Type of Service:** | Clean Earth provides supplies, transportation and disposal for the HHW permanent collection center. |
| **Performance Period:** | 2019 – Present |
| **Contract Amount:** | $50,000 annually |

*Midwest City*

| | |
|---|---|
| **Contact:** | Robert Bettes |
| **Address:** | 8726 S.E. 15th Street, Midwest City OK 73110 |
| **Phone:** | (405) 739-1042 |
| **Email:** | rbettes@midwestcityok.org |
| **Type of Service:** | Provide supplies, transportation and disposal of hazardous waste from a permanent HHW collection facility; and provide supplies, transportation and disposal for one-day BOPA collection events, as requested. |
| **Performance Period:** | 2013 – Present |
| **Contract Amount:** | $42,000 annually |

## KEY PERSONNEL

The Clean Earth key staff that will be assigned to the City of Muskogee have in-depth experience in household hazardous waste, hazardous waste management, and emergency response coordination. A brief description of the key personnel (and their role) that will be assigned to the City's account (if awarded) is below. Resumes of key individuals have been provided in *Appendix A*.

**Account Management**

The responsibilities and qualifications of personnel providing account management services to the City are as follows:

***HHW Account Manager – Kelby Neal***

**Mr. Neal** has over 29 years of experience in the hazardous waste industry and is an active member of professional organizations such as the North American Hazardous Materials Management Association (NAHMMA) and the Pesticides Stewardship Alliance (TPSA). He is a board member of NAHMMA and former board member of TPSA. Kelby is a Primary Point of Contact (PPOC) for all issues and concerns relating to the HHW program's daily account management regarding contract questions and invoice/billing. All service requests may be directed to Mr. Neal via email and cell phone. Supporting Mr. Neal and the City's needs will be Clean Earth's service team as described below. The PPOC structure provides a communication point for the City with Clean Earth, someone that is thoroughly knowledgeable of the City's program and can provide support to Clean Earth's Project Manager.

***HHW Manager – Richard Creed***

**Mr. Creed** has over 15 years of experience in hazardous waste operations and serves as the HHW Manager in coordination with the Regional Account Manager, Project Manager and Client Services, as well as with the City Project/Program Manager. The HHW Manager will coordinate collection event logistics (supplies, event staffing, waste transportation, equipment logistics, operations planning) and event implementation. The HHW Manager will also implement emergency services, as needed.

***Project Manager – Shawn Davis***

**Mr Davis** has 13 years of experience. Oversees technicians, segregation and bulking of hazardous and non-hazardous waste. Identify, segregate, package and ship hazardous and non-hazardous waste, universal waste, and products. Unknown hazcat and identification of various waste that is unloaded at the HHW events.

***Chemists – Andrew Romero and Brian Romero***

These chemists have 13 years of experience. Responsible for screening, segregating, packaging and shipping of collected materials. Chemists will also evaluate and field screen any unknown materials, as well as consolidate solvents, oils and antifreeze.

***Environmental Technicians – Seth Clark, Hunter McCauley and Cody Dillard***

These technicians have 3-6 years of experience. Technicians will be responsible for screening, segregating, and packaging of all collected materials. Will assist in labeling, marking and loading of containerized waste.

***Client Services – Jonathan Sauceda-Straley***

**Mr. Sauceda-Straley** will serve as the Client Services Representative for coordination with the Account Manager, Operations Project Manager, assisting with coordinating services, coordinating all documentation and reporting for City of Muskogee. Jonathan will also assist with preparing and entering orders and shipping paperwork, reconciling waste shipments with the contract pricing and billing/invoicing department.

## CONTRACT FOR SERVICES

The submission of this proposal is being presented with the understanding we will negotiate mutually agreeable contract terms and conditions. We reserve the right to decline to enter into an agreement without penalty or prejudice if an agreement cannot be reached.

**Warranties, Representations, and Standard of Care:** Clean Earth warrants and represents that (i) it possesses the business, professional, and technical expertise to perform the Services, (ii) it possesses the necessary equipment, facilities, and employees to perform the Services as set forth herein, (iii) it shall perform the Services, within the limits prescribed by Customer, in a safe and workmanlike manner consistent with the care and skill ordinarily exercised for such services by other companies providing similar services under similar circumstances and conditions at the same time and in the same locality, (iv) it shall perform the Services in material compliance with all valid and applicable laws and regulations, and (v) Clean Earth has all material permits, licenses, certificates, or approvals required by applicable statutes, ordinances, orders, rules and regulations necessary to perform the Services. CLEAN EARTH MAKES NO OTHER WARRANTIES OF ANY KIND, WHETHER WRITTEN, ORAL, EXPRESS, STATUTORY, OR IMPLIED (WHETHER ARISING UNDER LAW OR EQUITY OR CUSTOM OF USAGE), INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE.

## PROPOSAL FORM

Clean Earth has provided the Proposal Form directly behind this page.

**PROPOSAL FORM:**
The attached Proposal Form shall be used to submit the price quotes for this event.

**Proposal Form**
**City of Muskogee, Oklahoma**
**2026 Household Hazardous Waste Collection**

Date: 2/26/2026

**To: Mike Stewart**
**Director of Public Works**
**301 S. Cherokee**
**Muskogee, OK 74403**

From:

| | |
|---|---|
| Firm Name: | Clean Earth Environmental Solutions, Inc. |
| Address: | 933 First Ave, Ste. 200 |
| | King of Prussia, PA 19406 |
| Phone Number: | (318) 557-7739 |
| Fax Number: | (717) 763-6424 |

**CONTRACTOR AVAILABILITY: May 01, 2026**

**ATTACHMENTS:**

(Submit attachments per RFP specifications including Project Client References and TSD`s)

**COST PROPOSAL:**

**Complete and return cost sheets Part #1 and Part #2**

**SUBMITTAL:**

Signed by: Kelby Neal

Date: 2/26/2026

Print Name & Title: Kelby Neal, Regional Account Manager

## COST PROPOSAL – PART #1

1. List all applicable costs (e.g., set up charges, transport charges, training, etc.) **Other disposal costs** (see Part #2) pertaining to the proposed collection event.

| | DESCRIPTION | $ COST |
|---|---|---|
| A. | Mobilization | $4,500 / Each |
| B. | Forklift Rental | $500 / Each |
| C. | Labor - Flat Fee | $4,500 / Each |
| D. | Manifest Fee | $25.00 / Each |
| E. | | |

2. Disposal cost per material unit. Complete attached form indicating disposal method and disposal cost per unit identified.

   **Important Note: The City of Muskogee strongly prefers unit costs to be expressed as cost per pound. If proposer requires alternate unit of measure, strike through "lb." and clearly indicate alternate unit of measure.**

## COST PROPOSAL PART #2: MATERIALS DISPOSAL COSTS

| Description | Disposal Method(s) | Unit of Measure | Cost Per Unit | Process Code |
|---|---|---|---|---|
| Auto, Anti-Freeze | R | LB | $0.42 | REC08 |
| Auto, Motor / Gear Oils | R | LB | $0.42 | REC07 |
| Auto, Grease | FB | LB | $0.58 | AF05 |
| Auto, Oil Filters | LF | LB | $0.37 | LF01 |
| Aerosols, Incineration | I | LB | $3.18 | INC02 |
| Batteries, Alkaline | R | LB | $1.70 | REC24 |
| Batteries, Lithium | R | LB | $3.45 | REC09 |
| Batteries, Lead-acid | R | LB | $1.05 | REC05 |
| Batteries, NiCad/NiMH | R | LB | $1.59 | REC11 |
| Cleaners, Water based | Stabilization | LB | $0.52 | STAB01 |
| Cleaners, Ammonia-based | Water Treatment | LB | $1.54 | WAT16-B |
| Corrosives, Liquid | Water Treatment | LB | $1.54 | WAT16-B |
| Corrosives, Solid | Water Treatment | LB | $1.54 | WAT16-B |
| Compressed or Liquefied Gas Cylinders | I | LB | $3.18 | INC01 |
| Flammables, Liquid | FB | LB | $0.48 | AF01 |
| Flammables, Solids | FB | LB | $1.43 | AF06-1 |
| Foaming Aerosols | I | LB | $3.18 | INC02 |
| Gas (Propane) Cylinder | R | Each | $35.00 | REC61 |
| Isocyanates, Incineration | I | DR5 | $190.00 | INC14-I |
| Lights, Florescent | R | LB | $1.96 | REC06 |
| Lights, Florescent ballasts | R | LB | $1.59 | REC45 |
| Mercury, Mercury-containing items | R | LB | $21.20 | REC14 |
| Organic bases, Incineration | I | DR5 | $140.00 | INC14-B |
| Oxidizers, Liquid | Stabilization | LB | $7.42 | STAB06-6 |
| Oxidizers, Solids | Stabilization | LB | $7.42 | STAB06-6 |
| Oxidizers, Incineration | I | LB | $3.79 | INC11 |
| Paint, Aerosols | FB | LB | $1.70 | AF08 |
| Paint, Latex | R | LB | $0.90 | REC49 |
| Paint, Oil based | FB | LB | $1.22 | AF06 |
| Paint, Lead based | FB | LB | $1.22 | AF06 |
| Pesticides, Liquid | I | LB | $1.80 | INC14-F |
| Pesticides, Solids | I | LB | $1.80 | INC25 |
| Pesticides, Banned | I | LB | $1.80 | INC14-F |
| Peroxides, Incineration | I | DR5 | $195.00 | INC15-E2 |
| Water reactives, Incineration | I | DR5 | $195.00 | INC15-W |
| Electronics (Computer & monitor, T.V.) | R | LB | $0.95 | REC55 |
| Batteries, NiMH | R | LB | $1.91 | REC11-1 |
| Corrosives, Liquid, Acidic | Water Treatment | LB | $1.54 | WAT16-A |
| Corrosives, Solid, Acidic | Water Treatment | LB | $1.54 | WAT16-A |
| Organic Chlorinating Solids | I | LB | $7.42 | INC14-E |
| Lithium-Ion Batteries | R | LB | $1.43 | REC09-1 |

**Disposal Codes: RE=Reuse, R=Recycle, NT=Neutralization Treatment, FB=Fuel Blending, I-Incineration, LF=Landfill**

*Minimums apply per Minimums & Conversions Tab

**Standard Pricing Conditions:**

- Pricing is based on the information provided and will be confirmed following receipt of a completed waste profile. All pricing is pending profile approval and/or waste sample analysis.
- Pricing is based on the volume assumptions provided. Clean Earth reserves the right to adjust pricing if waste quantity differs from what was provided.
- Pricing is based on most favorable solutions. Clean Earth reserves the right to adjust pricing if solutions change.
- Local, state, and federal fees/taxes including sales tax are not included in the pricing provided and will be added to each invoice.
- All 3rd Party ancillary fees are not included in the pricing provided and will be added to each invoice at Cost+20%.
- The pricing proposal is valid for 90 days.
- A minimum charge of $350 applies to all invoices.
- Transportation, labor and equipment is portal to portal, and requires a four hour minimum unless otherwise specified.
- Unless otherwise specified, transportation rates include one hour of loading at the customer facility. Demurrage rates of $145/Hour will apply after one hour and will be billed in 15 minute increments.
- E-Manifest Fee's will be applied at $25/Each.
- In order to offer the safest and most complete services, we may need to apply price adjustments as necessary to cover costs that are beyond our control such as extraordinary or unexpected increases in disposal costs, regulatory changes, economic changes, war, etc.

**Waste Specific Conditions:**

- Disposal prices for gas cylinders are for those with original label, operable valve and in acceptable DOT shipping condition.
  - Unknown identification fee of $350 may be charged for each unknown gas that is sampled and analyzed
  - A confirmation fee of $200 may be charged for each suspected gas that requires confirmation due to lack of original label. If results do not match suspected contents, then unknown ID rate will apply along with additional disposal costs if applicable.
  - Inoperable valve fee: No charge for Category A cylinders. For Categories B thru E, a tapping fee of $350 per cylinder will apply regardless of size of cylinder. For categories F & G, inoperable valve fee will be Case-by-Case.
- Batteries not in original manufacturer's packaging must have both ends taped to avoid arc. Additional fees may apply if Clean Earth personnel must tape the battery ends.

**General Disposal Terms and Conditions:**

- Bulk waste is typically defined as tanker or roll-off loads.
- Non-bulk waste means drums, boxes, totes, pails, bags, and cubic yard boxes and other containerized waste.
- Electronic profiling is included in the price. Paper profiles will be charged at $50 each.
- Unless otherwise specified, prices quoted do not include the following:
  - Radioactive Waste
  - Biohazard or Infectious Waste
  - Explosives of any type
  - Liquid or free mercury
  - Isocyanates
  - Reactive materials (metals, solids, liquids)

| Non-Specified Container Conversions | |
|---|---|
| **Container Size** | **Conversion** |
| 1 – 5 gallons | 35% |
| 6 – 15 gallons | 50% |
| 16 – 30 gallons | 75% |
| 31 – 55 gallons | 1x |
| 56 - 85 gallons | 1.5x |
| 86 - 110 gallons | 2x |
| CYB/Supersack/Pallet | 4x |
| ≤ 300 gallons | 5x |
| 301 - 350 gallons | 6x |
| 351 - 550 gallons | 10x |

**Conversion Table Notes**

1. These conversions will apply to all disposal and transportation items priced per container unless quoted separately
2. Numbers are expressed as a factor of a 55-gallon drum (e.g. 55-gallon price x 35% = sell price)
3. The greater of the conversion factor or location container minimum of $40 will be applied unless quoted a different rate.
4. Some waste may have a different typically lower, minimum which is reflected on the Non-Standard Minimum table below.

| Per Pound Standard Minimums | | | |
|---|---|---|---|
| | Common Containers[1] | Lab Pack Containers[2] | Light Weight Containers[3] |
| **Container (Gal)** | ←Minimums→ | | |
| 5 or less | 50 lbs | 20 lbs | 30 lbs |
| 6 - 15 | 125 lbs | 50 lbs | 75 lbs |
| 16 - 30 | 175 lbs | 85 lbs | 100 lbs |
| 31 - 55 | 250 lbs | 150 lbs | 150 lbs |
| 56 - 85 | 400 lbs | 275 lbs | 275 lbs |
| Cubic box | 525 lbs | 500 lbs | 500 lbs |
| Tote (<300 gal) | 1950 lbs | -- | -- |

1. Exclude Lab Pack and Light Weight items
2. Includes: LF06, STAB06-6, series of codes for INC14, INC15 & WAT16
3. Includes: AF17, INC01, INC02, INC16
4. All other container sizes are case by case (CBC)

| Non-Standard Minimums | |
|---|---|
| Container Min. | Process Code |
| $10 | REC05 |
| $15 | REC06 |
| $25 | REC11, REC11-1, REC12, REC16, REC19, REC24, REC42, REC44, REC50, REC55, REC51-3 |
| $50 | REC09, REC09-1 |
| $100 | REC09-2, REC09-2H |

**Please note:** The greater of the disposal minimum or $40 per container will be charged unless quoted otherwise

| Ancillary Charges | Item Code | UOM | Price |
|---|---|---|---|
| Profiling Fees | | | |
| <24 Hour URGENT Profile Fee | ADMPRORU | Each | $171.00 |
| Off Spec & Discrepancy Fees | | | |
| Rejection Fee | ADMREJECT | Each | $85.00 |
| Manifest Discrepancy/Paperwork Error | ADMMAN | Each | $85.00 |
| Off Spec/Discrepant – Storage Fee | ADMSTOR | Day | $29.00 |
| Transportation, Labor, and Other Fees | | | |
| e-Manifest Administration Fee (per manifest) | ADMANFEE | Each | $25.00 |
| Minimum Invoice Amount | -- | Per Invoice | $350.00 |
| Demurrage, after 1-hour loading | TRADDEM | Hour | $145.00 |
| Scheduled Pickup Cancellation | ADMCAN | Each | $171.00 |
| Repacking/Overpacking Fee | ADMREPK | Each | $171.00 |
| Overpacking Handling Fee | ADMOVPK | Each | $57.00 |

**For a complete list of process code specifications, visit:**

https://www.cleanearthinc.com/sites/default/files/Process-Specifications.pdf

## STANDARD CERTIFICATE OF INSURANCE

ACORD

### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/30/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Marsh USA LLC
30 South 17th Street
Philadelphia, PA 19103

CN103174087-CEES-GAWUX-25-

INSURED
Clean Earth Environmental Solutions, Inc
933 First Avenue, Ste. 200
King of Prussia PA 19406

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : National Union Fire Insurance Company of Pittsburgh, | 19445 |
| INSURER B : AIU Insurance Co | 19399 |
| INSURER C : Zurich American Insurance Company | 16535 |
| INSURER D : Lexington Insurance Company | 19437 |
| INSURER E : | |
| INSURER F : | |

**COVERAGES** **CERTIFICATE NUMBER:** CLE-006828426-32 **REVISION NUMBER:** 11

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | | |
|---|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER<br>X POLICY X PRO-JECT LOC<br>OTHER | | | 6547157 | 06/30/2025 | 06/30/2026 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $<br>$<br>$<br>$<br>$<br>$ | 5,000,000<br>5,000,000<br>100,000<br>5,000,000<br>5,000,000<br>5,000,000 |
| A | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>OWNED AUTOS ONLY<br>HIRED AUTOS ONLY<br>SCHEDULED AUTOS<br>NON-OWNED AUTOS ONLY | | | 7030964 | 06/30/2025 | 06/30/2026 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $<br>$<br>$<br>$ | 5,000,000 |
| C | X UMBRELLA LIAB X OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED RETENTIONS | | | AUC7364403-07 | 06/30/2025 | 06/30/2026 | EACH OCCURRENCE<br>AGGREGATE | $<br>$ | 10,000,000<br>10,000,000 |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | WC020396160 (AOS) SIR $750k | 06/30/2025 | 06/30/2026 | X PER STATUTE OTH-ER | | |
| B | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N N/A | | | WC020396180 (WI) | 06/30/2025 | 06/30/2026 | E.L. EACH ACCIDENT | $ | 3,000,000 |
| A | If yes, describe under DESCRIPTION OF OPERATIONS below | | | XWC3332324 (OH, PA, WA) | 06/30/2025 | 06/30/2026 | E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $<br>$ | 3,000,000<br>3,000,000 |
| D | Excess Liability | | | 62785758 | 06/30/2025 | 06/30/2026 | Limit<br>Excess of | | 15,000,000<br>10,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Coverage

**CERTIFICATE HOLDER**

Clean Earth Environmental Solutions, Inc
933 First Avenue Ste 200
King of Prussia, PA 19406

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA LLC

Marsh USA LLC

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ACORD 25 (2016/03)

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**Additional Named Insureds**

Clean Earth Environmental Solutions, Inc.
Haztech Corporation
PSC Environmental Services LLC
Clean Earth Specialty Waste Solutions, Inc.

Lintz Acquisition (Delaware), LLC
21st Century Environmental Management of Nevada, LLC
21st Century Environmental Management, LLC of Rhode Island
Chemical Pollution Control of Florida, LLC
Chemical Pollution Control, LLC of New York
Northland Environmental, LLC
General Environmental Management of Rancho Cordova LLC
Burlington Environmental, LLC
Solvent Recovery, LLC
PSC Recovery Systems, LLC
Republic Environmental Systems (Pennsylvania), LLC
Republic Environmental Systems (Transportation Group), LLC
Republic Environmental Recycling (New Jersey), Inc.
Nortru, LLC
Allworth, LLC
Bon Chemi, LLC
Chemical Reclamation Services, LLC

Philip Reclamation Services, Houston, LLC

## APPENDIX A: RESUMES OF KEY PERSONNEL

# Kelby Neal

***Sales Manager***

***29 Years Household Hazardous Waste and Agricultural Waste Experience***

### *Qualification Summary*

- 29 years of Household Hazardous Waste experience
- 29 years of experience assisting local governmental entities with HHW and waste management strategic planning and HHW Account Management
- In his 29 years managing HHW projects he has been involved with programs from coast to coast

### *Education / Credentials*

- Bachelor of Science in Toxicology with a Minor in Chemistry
- Certified Hazardous Materials Manager (CHMM) since 2004
- North American Hazardous Materials Management Association (NAHMMA) member since 2002
- NAHMMA Board of Directors since 2006 and current Vice President
- The Pesticide Stewardship Alliance member
- 40-hour OSHA Training, 29 CFR 1910.120
- RCRA/DOT Training
- Class B CDL

### *Past Relevant Experience*

- Mr. Neal has managed collection programs from Friday Harbor off the coast of Washington to Bridgeport, CT. He has managed projects in the following states: CA, WA, ID, SD, ND, CO, NE, KS, MO, OK, TX, NM, AR, LA, MS, TN, AL, FL, GA, TN, IL, WV, PA, NY, CT

### *Responsibilities*

- Business Development
- Sales and Marketing for Household Hazardous Waste Collection Programs and Ag/Chem Collection Programs Nationwide
- Contract manager for HHW and Ag/Chem clients in newly developed territories
- Project Management for newly developed territories

## Richard Creed

***HHW/Pesticide Program Manager***
***18 Years with Clean Earth and previous companies.***

### *Qualification Summary*

- 18 years of hazardous waste experience
- Provide lab pack services to customers. Identify, segregate, package and ship hazardous and non-hazardous waste.
- Prepare manifests, land disposal restrictions and associated paperwork for proper transportation of waste materials over the road.
- Sampling and testing onsite of materials for categorization and lab testing

### *Education / Credentials*

- 40-Hour OSHA HAZWOPER
- Annual 8-Hour OSHA refresher
- Forklift Operator certified
- Confined Space Certified
- DEA registered
- CPR and First Aid Certified

### *Past Relevant Experience*

- 18 years' experience with collecting, packaging and Transportation of Hazardous waste for clients ranging from HHW, Pesticide Collections Education, Retail, Industrial and Healthcare
- Segregation/ chemical compatibility to ensure proper disposal consolidation and treatment of waste
- Proper handling of chemicals to maintain a safe working environment
- On-site chemical sampling/identification of unknowns

## Shawn Davis

***Project Manager***
***15 years of experience with Clean Earth and previous companies***

### *Qualification Summary*

- Oversees technicians, segregation and bulking of hazardous and non-hazardous waste
- Identify, segregate, package and ship hazardous and non-hazardous waste, universal waste and products.
- Unknown hazcat and identification of various wastes that is unloaded at HHWs

### *Education / Credentials*

- Associates of Arts, Welding and Drafting
- 40-hour Hazwoper certificate, plus current refresher
- Confined Space and Forklift Certified
- Hi-Haz trained
- DOT, RCRA and OSHA certified training
- DEA registered
- Forklift certified

## Andrew Romero

***Chemist***
***12 Years with Clean Earth***

### *Qualification Summary*

- 12 years of hazardous waste experience
- Provide lab pack services to customers. Identify, segregate, package and ship hazardous and non-hazardous waste.
- Prepare manifests, land disposal restrictions and associated paperwork for proper transportation of waste materials over the road
- Sampling and testing onsite of materials for categorization and lab testing.

### *Education / Credentials*

- 40-Hour OSHA HAZWOPER
- Annual 8-Hour OSHA refresher
- Forklift Operator certified
- DEA registered

### *Past Relevant Experience*

- 12 years' experience with collecting, packaging and Transportation of Hazardous waste for clients ranging from HHW, Pesticide Collections Education, Retail, Industrial and Healthcare
- Segregation/ chemical compatibility to ensure proper disposal consolidation and treatment of waste
- Proper handling of chemicals to maintain a safe working environment
- On-site chemical sampling/identification of unknowns

## Brian Romero

***Chemist***

***12 years with Clean Earth and previous companies***

### *Qualification Summary*

- Processes hazardous materials including receiving, logging, labeling, segregating, classifying known and unknown materials, waste sampling and profiling, and packaging in accordance with lab pack policies, procedures and practices and all applicable regulations;
- Properly manifests including land disposal restrictions (LDRs) and labels waste materials in accordance with appropriate regulations and procedures,
- Transports personnel and waste to and from customers job locations
- Follows, understands, and promotes by example, all health and safety/job safety analysis (JSAs) procedures as outlined in the CE lab pack policies and procedures, including development of on-site health and safety plans/JSAs; performs consolidation of hazardous materials/waste

### *Education / Credentials*

- Associates Degree from Navarro College in Environmental Science
- Bachelor's degree from Texas Tech in History with minor in Environmental Science
- DOT, RCRA and OSHA certified training
- DEA registered
- Forty hour/ Eight hour annual HAZWOPER training
- Forklift certified

### *Past Relevant Experience*

- Identification, packaging, and transportation of lab pack chemicals to meet proper DOT and EPA regulations for transportation and disposal
- Segregation/ chemical compatibility to ensure proper disposal consolidation and treatment of waste
- Proper handling of chemicals to maintain a safe working environment
- Problem solving and maintenance through-out the project at hand
- On-site chemical sampling/identification of unknowns

## Seth Clark

***Environmental Technician II***
***3 Years with Clean Earth***

### *Qualification Summary*

- 3 years of hazardous waste experience
- Provide lab pack services to customers. Identify, segregate, package and ship hazardous and non-hazardous waste
- Prepare manifests, land disposal restrictions and associated paperwork for proper transportation of waste materials over the road.
- Sampling and testing onsite of materials for categorization and lab testing

### *Education / Credentials*

- 40-Hour OSHA HAZWOPER
- Annual 8-Hour OSHA refresher
- Forklift Operator certified
- DEA registered

### *Past Relevant Experience*

- 3 years' experience with collecting, packaging and Transportation of Hazardous waste for clients ranging from HHW, Pesticide Collections Education, Retail, Industrial and Healthcare
- Segregation/ chemical compatibility to ensure proper disposal consolidation and treatment of waste
- Proper handling of chemicals to maintain a safe working environment
- On-site chemical sampling/identification of unknowns

## Hunter McCauley

***Chemist***

***7 Years with Clean Earth and previous companies.***

### *Qualification Summary*

- 7 years of hazardous waste experience
- Provide lab pack services to customers. Identify, segregate, package and ship hazardous and non-hazardous waste.
- Prepare manifests, land disposal restrictions and associated paperwork for proper transportation of waste materials over the road.
- Sampling and testing onsite of materials for categorization and lab testing

### *Education / Credentials*

- 40-Hour OSHA HAZWOPER
- Annual 8-Hour OSHA refresher
- Forklift Operator certified
- DEA registered

### *Past Relevant Experience*

- 7 years' experience with collecting, packaging and Transportation of Hazardous waste for clients ranging from HHW, Pesticide Collections Education, Retail, Industrial and Healthcare
- Segregation/ chemical compatibility to ensure proper disposal consolidation and treatment of waste
- Proper handling of chemicals to maintain a safe working environment
- On-site chemical sampling/identification of unknowns

## Cody Dillard

***Environmental Technician II***
***4 Years with Clean Earth***

### *Qualification Summary*

- 4 years of hazardous waste experience
- Provide lab pack services to customers. Identify, segregate, package and ship hazardous and non-hazardous waste.
- Prepare manifests, land disposal restrictions and associated paperwork for proper transportation of waste materials over the road
- Sampling and testing onsite of materials for categorization and lab testing

### *Education / Credentials*

- 40-Hour OSHA HAZWOPER
- Annual 8-Hour OSHA refresher
- Forklift Operator certified
- DEA registered

### *Past Relevant Experience*

- 4 years' experience with collecting, packaging and Transportation of Hazardous waste for clients ranging from HHW, Pesticide Collections Education, Retail, Industrial and Healthcare
- Segregation/ chemical compatibility to ensure proper disposal consolidation and treatment of waste
- Proper handling of chemicals to maintain a safe working environment
- On-site chemical sampling/identification of unknowns

Hazardous Waste Permit No. 50084
EPA ID No. TXD046844700
ISWR No. 50084
Original Date of Issuance: September 15, 1987
Renewal Dates: May 30, 2002 and September 17, 2013

**Texas Commission on Environmental Quality**
**Austin, Texas**
**Permit for Industrial Solid Waste Management Site issued under provisions of Texas Health and Safety Code ANN. Chapter 361 and Chapter 26 of the Texas Water Code**

| | |
|---|---|
| Name of Permittee: | Chemical Reclamation Services, LLC<br>405 Powell Street<br>Avalon, Texas 76623 |
| Site Owner: | Chemical Reclamation Services, LLC<br>405 Powell Street<br>Avalon, Texas 76623 |
| Registered Agent for Service: | Corporation Services Company d/b/a<br>CSC-Lawyers Incorporating Services Company<br>211 E. 7th Street, Suite 620<br>Austin, Texas 78701-3218 |

Classification of Site:

| Waste Classification: | Site Type: | Permit Type: |
|---|---|---|
| Hazardous<br>Nonhazardous:<br>Industrial Class 1 waste<br>Industrial Class 2 waste | Off-Site | Storage<br>Processing<br>Compliance Plan |

All provisions in this permit stem from State and/or Federal authority. Those provisions marked with an asterisk (*) stem from Federal authority and will implement the applicable requirements of Hazardous and Solid Waste Amendments of 1984 (HSWA) for which the Texas Commission on Environmental Quality (TCEQ) has not been authorized. Those provisions marked with a double asterisk (**) stem from federal authority only.

This permit is granted subject to the terms and conditions of the permit, rules of the commission and other Orders of the commission, and laws of the State of Texas. This permit does not exempt the permittee from compliance with the Texas Clean Air Act. This permit will be valid until canceled, amended, modified or revoked by the commission, except that the authorization under the permit shall expire midnight, ten (10) years after the date of permit approval.

Issued Date: February 15, 2024

For the Commission

## Texas Commission on Environmental Quality
## Air Quality Permit

*A Permit Is Hereby Issued To*
**Clean Earth Environmental Solutions, Inc.**
*Authorizing the Continued Operation of*
**Chemical Reclamation Services Avalon Facility**
*Located at* **Avalon, Ellis County, Texas**
*Latitude 32.210277 Longitude -96.793055*

Permit: 9607
Issuance Date: December 22, 2023
Expiration Date: December 22, 2033

For the Commission

1. **Facilities** covered by this permit shall be constructed and operated as specified in the application for the permit. All representations regarding construction plans and operation procedures contained in the permit application shall be conditions upon which the permit is issued. Variations from these representations shall be unlawful unless the permit holder first makes application to the Texas Commission on Environmental Quality (commission) Executive Director to amend this permit in that regard and such amendment is approved. [Title 30 Texas Administrative Code (TAC) Section 116.116 (30 TAC § 116.116)] [1]
2. **Voiding of Permit**. A permit or permit amendment is automatically void if the holder fails to begin construction within 18 months of the date of issuance, discontinues construction for more than 18 months prior to completion, or fails to complete construction within a reasonable time. Upon request, the executive director may grant an 18-month extension. Before the extension is granted the permit may be subject to revision based on best available control technology, lowest achievable emission rate, and netting or offsets as applicable. One additional extension of up to 18 months may be granted if the permit holder demonstrates that emissions from the facility will comply with all rules and regulations of the commission, the intent of the Texas Clean Air Act (TCAA), including protection of the public's health and physical property; and (b)(1)the permit holder is a party to litigation not of the permit holder's initiation regarding the issuance of the permit; or (b)(2) the permit holder has spent, or committed to spend, at least 10 percent of the estimated total cost of the project up to a maximum of $5 million. A permit holder granted an extension under subsection (b)(1) of this section may receive one subsequent extension if the permit holder meets the conditions of subsection (b)(2) of this section. [30 TAC § 116.120]
3. **Construction Progress**. Start of construction, construction interruptions exceeding 45 days, and completion of construction shall be reported to the appropriate regional office of the commission not later than 15 working days after occurrence of the event. [30 TAC § 116.115(b)(2)(A)]
4. **Start-up Notification**. The appropriate air program regional office shall be notified prior to the commencement of operations of the facilities authorized by the permit in such a manner that a representative of the commission may be present. The permit holder shall provide a separate notification for the commencement of operations for each unit of phased construction, which may involve a series of units commencing operations at different times. Prior to operation of the facilities authorized by the permit, the permit holder shall identify the source or sources of allowances to be utilized for compliance with Chapter 101, Subchapter H, Division 3 of this title (relating to Mass Emissions Cap and Trade Program). [30 TAC § 116.115(b)(2)(B)]
5. **Sampling Requirements**. If sampling is required, the permit holder shall contact the commission's Office of Compliance and Enforcement prior to sampling to obtain the proper data forms and procedures. All sampling and testing procedures must be approved by the executive director and coordinated with the regional representatives of the commission. The permit holder is also responsible for providing sampling facilities and conducting the sampling operations or contracting with an independent sampling consultant. [30 TAC § 116.115(b)(2)(C)]
6. **Equivalency of Methods**. The permit holder must demonstrate or otherwise justify the equivalency of emission control methods, sampling or other emission testing methods, and monitoring methods proposed as alternatives to methods indicated in the conditions of the permit. Alternative methods shall be applied for in writing and must be reviewed and approved by the executive director prior to their use in fulfilling any requirements of the permit. [30 TAC § 116.115(b)(2)(D)]
7. **Recordkeeping**. The permit holder shall maintain a copy of the permit along with records containing the information and data sufficient to demonstrate compliance with the permit, including production records and

**TEXAS COMMISSION ON ENVIRONMENTAL QUALITY**
**Texas Pollutant Discharge Elimination System**
**Stormwater Multi-Sector General Permit**

The Notice of Intent (NOI) for the facility listed below was received on August 18, 2021. The intent to discharge stormwater associated with industrial activity under the terms and conditions imposed by the Texas Pollutant Discharge Elimination System (TPDES) stormwater Multi Sector General Permit (MSGP) TXR050000 is acknowledged. Your facility's unique TPDES MSGP stormwater authorization number is:

**TXR05AM96**
Coverage Effective: November 07, 2011
Sector: K Primary SIC code: 4953

TCEQ's stormwater MSGP requires certain stormwater pollution prevention and control measures, possible monitoring and reporting, and periodic inspections. Among the conditions and requirements of this permit, you must have prepared and implemented a stormwater pollution prevention plan (SWP3) that is tailored to your industrial site. As a facility authorized to discharge under the stormwater MSGP, all terms and conditions must be complied with to maintain coverage and avoid possible penalties.

**Facility/Site Information:**
RN100959469
Chemical Reclamation Services
405 Powell St
Avalon, TX 76623
Ellis County

**Operator:**
CN603500000
Chemical Reclamation Services, LLC
405 Powell St
Avalon, TX 76623

**The MSGP and all authorizations expire on August 14, 2026, unless otherwise amended.** If you have any questions related to your application, you may contact the Stormwater Processing Center by email at SWPERMIT@tceq.texas.gov or by telephone at (512) 239-3700. For technical issues, you may contact the stormwater technical staff by email at SWG@tceq.texas.gov or by telephone at (512) 239-4671. Also, you may obtain information on the TCEQ web site at https://www.tceq.texas.gov/goto/wq dpa. A copy of this document should be kept with your SWP3.

Issued Date: August 18, 2021

FOR THE COMMISSION

**UNITED STATES OF AMERICA**
**DEPARTMENT OF TRANSPORTATION**
**PIPELINE AND HAZARDOUS MATERIALS SAFETY ADMINISTRATION**

## HAZARDOUS MATERIALS CERTIFICATE OF REGISTRATION FOR REGISTRATION YEAR(S) 2025-2026

**Registrant:** CLEAN EARTH SPECIALTY WASTE SOLUTIONS INC
ATTN: Edward Burk
2850 100TH COURT NE
BLAINE, MN 55449

This certifies that the registrant is registered with the U.S. Department of Transportation as required by 49 CFR Part 107, Subpart G.

This certificate is issued under the authority of 49 U.S.C. 5108. It is unlawful to alter or falsify this document.

**Reg. No: 050625550078H Effective: July 1, 2025 Expires: June 30, 2026**
**HM Company ID: 78603**

**Record Keeping Requirements for the Registration Program**

The following must be maintained at the principal place of business for a period of three years from the date of issuance of this Certificate of Registration.

(1) A copy of the registration statement filed with PHMSA, and
(2) This Certificate of Registration.

Each person subject to the registration requirement must furnish that person's Certificate of Registration (or a copy) and all other records and information pertaining to the information contained in the registration statement to an authorized representative or special agent of the U.S. Department of Transportation upon request.

Each motor carrier (private or for-hire) and each vessel operator subject to the registration requirement must keep a copy of the current Certificate of Registration or another document bearing the registration number identified as the "U.S. DOT Hazmat Reg. No." in each truck and truck tractor or vessel (trailers and semi-trailers not included) used to transport hazardous materials subject to the registration requirement. The Certificate of Registration or document bearing the registration number must be made available, upon request, to enforcement personnel.

For information, contact the Hazardous Materials Registration Manager, PHH-52, Pipeline and Hazardous Materials Safety Administration, U.S. Department of Transportation, 1200 New Jersey Avenue, SE, Washington, DC 20590, telephone (202) 366-4109.

**COST PROPOSAL**:

**Complete and return cost sheets Part #1 and Part #2**

**SUBMITTAL:**

Signed by: Kelby Neal

Date: 2/26/2026

Print Name & Title: Kelby Neal, Regional Account Manager

## COST PROPOSAL – PART #1

1. List all applicable costs (e.g., set up charges, transport charges, training, etc.) **Other disposal costs** (see Part #2) pertaining to the proposed collection event.

| | DESCRIPTION | $ COST |
|---|---|---|
| A. | Mobilization | $4,500 / Each |
| B. | Forklift Rental | $500 / Each |
| C. | Labor - Flat Fee | $4,500 / Each |
| D. | Manifest Fee | $25.00 / Each |
| E. | | |

2. Disposal cost per material unit. Complete attached form indicating disposal method and disposal cost per unit identified.

   **Important Note: The City of Muskogee strongly prefers unit costs to be expressed as cost per pound. If proposer requires alternate unit of measure, strike through "lb." and clearly indicate alternate unit of measure.**

## COST PROPOSAL PART #2: MATERIALS DISPOSAL COSTS

| Description | Disposal Method(s) | Unit of Measure | Cost Per Unit | Process Code |
|---|---|---|---|---|
| Auto, Anti-Freeze | R | LB | $0.42 | REC08 |
| Auto, Motor / Gear Oils | R | LB | $0.42 | REC07 |
| Auto, Grease | FB | LB | $0.58 | AF05 |
| Auto, Oil Filters | LF | LB | $0.37 | LF01 |
| Aerosols, Incineration | I | LB | $3.18 | INC02 |
| Batteries, Alkaline | R | LB | $1.70 | REC24 |
| Batteries, Lithium | R | LB | $3.45 | REC09 |
| Batteries, Lead-acid | R | LB | $1.05 | REC05 |
| Batteries, NiCad/NiMH | R | LB | $1.59 | REC11 |
| Cleaners, Water based | Stabilization | LB | $0.52 | STAB01 |
| Cleaners, Ammonia-based | Water Treatment | LB | $1.54 | WAT16-B |
| Corrosives, Liquid | Water Treatment | LB | $1.54 | WAT16-B |
| Corrosives, Solid | Water Treatment | LB | $1.54 | WAT16-B |
| Compressed or Liquefied Gas Cylinders | I | LB | $3.18 | INC01 |
| Flammables, Liquid | FB | LB | $0.48 | AF01 |
| Flammables, Solids | FB | LB | $1.43 | AF06-1 |
| Foaming Aerosols | I | LB | $3.18 | INC02 |
| Gas (Propane) Cylinder | R | Each | $35.00 | REC61 |
| Isocyanates, Incineration | I | DR5 | $190.00 | INC14-I |
| Lights, Florescent | R | LB | $1.96 | REC06 |
| Lights, Florescent ballasts | R | LB | $1.59 | REC45 |
| Mercury, Mercury-containing items | R | LB | $21.20 | REC14 |
| Organic bases, Incineration | I | DR5 | $140.00 | INC14-B |
| Oxidizers, Liquid | Stabilization | LB | $7.42 | STAB06-6 |
| Oxidizers, Solids | Stabilization | LB | $7.42 | STAB06-6 |
| Oxidizers, Incineration | I | LB | $3.79 | INC11 |
| Paint, Aerosols | FB | LB | $1.70 | AF08 |
| Paint, Latex | R | LB | $0.90 | REC49 |
| Paint, Oil based | FB | LB | $1.22 | AF06 |
| Paint, Lead based | FB | LB | $1.22 | AF06 |
| Pesticides, Liquid | I | LB | $1.80 | INC14-F |
| Pesticides, Solids | I | LB | $1.80 | INC25 |
| Pesticides, Banned | I | LB | $1.80 | INC14-F |
| Peroxides, Incineration | I | DR5 | $195.00 | INC15-E2 |
| Water reactives, Incineration | I | DR5 | $195.00 | INC15-W |
| Electronics (Computer & monitor, T.V.) | R | LB | $0.95 | REC55 |
| Batteries, NiMH | R | LB | $1.91 | REC11-1 |
| Corrosives, Liquid, Acidic | Water Treatment | LB | $1.54 | WAT16-A |
| Corrosives, Solid, Acidic | Water Treatment | LB | $1.54 | WAT16-A |
| Organic Chlorinating Solids | I | LB | $7.42 | INC14-E |
| Lithium-Ion Batteries | R | LB | $1.43 | REC09-1 |

**Disposal Codes: RE=Reuse, R=Recycle, NT=Neutralization Treatment, FB=Fuel Blending, I-Incineration, LF=Landfill**

*Minimums apply per Minimums & Conversions Tab

**Public Works Committee** **22.**

**Meeting Date:** 04/13/2026

**Submitted For:** Mike Stewart, Public Works

**Initiator:** Kristal McClain, PW Office Admin II

**Department:** Public Works

**Staff Information Source:**

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**Information**

**AGENDA ITEM TITLE:**

Consider approval authorizing the City Manager to negotiate and execute a grant for a fifteen (15) foot utility easement located at Saint Francis Muskogee location, or take other necessary action. (Mike Stewart)

**BACKGROUND:**

Construction of gas lines, and all appurtenances to serve St. Francis, Muskogee. The construction of "A tract of land in the NW/4 in Section 28, Township 15 North, Range 18 East, I.B.& M., being more particularly a 15' wide strip of land, of a tract described in Warranty Deed, Book 601, Page 327, as shown on Exhibit "A", attached hereto and made a part of this agreement."

This Right of Way Grant Is Made Subject to the Following:
1. That said Grantor is to fully use and enjoy said premises subject to the easement rights hereby granted, but Grantor agrees that it will not construct nor permit to be constructed any lakes, ponds, building, or other structures of a permanent nature upon or over said right of way or within ten feet of the pipe line of Grantee without the written consent of Grantee.
2. That said Grantee hereby covenants to bury its pipe 24-inches below surface of the ground so that the same will not interfere with the cultivation of said premises.
3. That the Grantee shall have the right at any time to change the size of its pipe line and to cut, trim, and keep clear all trees, brush and other obstructions that may injure, endanger or interfere with the construction, operation, maintenance or removal of said pipe line.
4. That the Grantee shall pay all damages to fences, crops, and premises, which may be suffered by reason of laying, relaying, maintaining, operating, or removing said line of pipe. If not mutually agreed upon, the parties may agree to have damages ascertained and determined by three disinterested persons, one thereof to be appointed by the owner of the premises, one by the Grantee, and the third by the two so appointed as aforesaid, and the award of two of such three persons shall be final and conclusive.

**RECOMMENDED ACTION:**

Approve the item

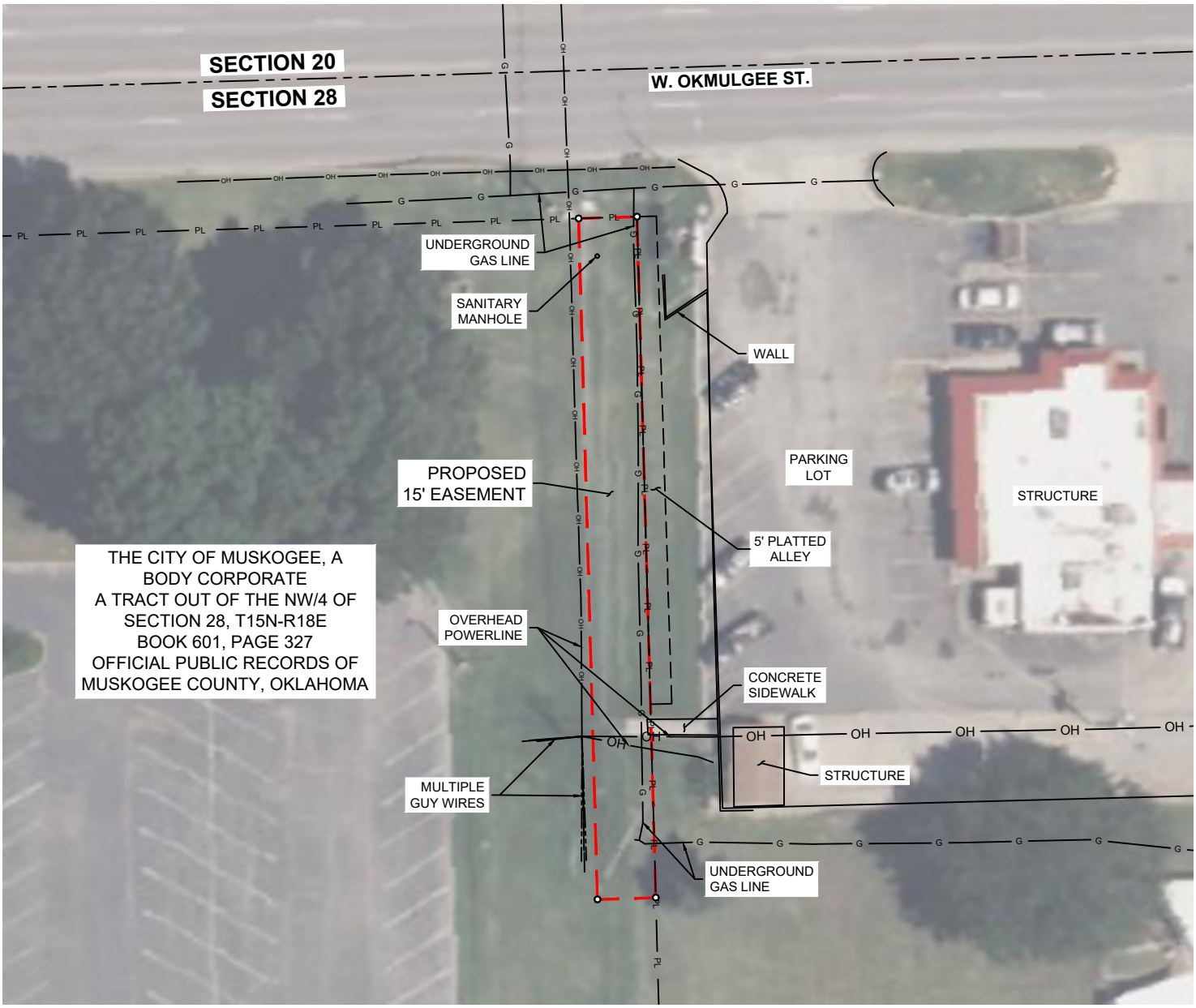
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**Fiscal Impact**

**Attachments**

Exhibit
Agreement
Plat

# AERIAL




*STATE OF OKLAHOMA PROFESSIONAL LAND SURVEYOR FIRM NO.9468*

TERRATECH RESOURCES
4057 RILEY FUZZEL RD., STE. 500, BOX 411
SPRING, TX 77386
PHONE: 281.940.0666

NOTES:

1. THIS IS AN EXHIBIT DRAWING AND IS **NOT** INTENDED TO REPRESENT A BOUNDARY SURVEY OR USE FOR CONSTRUCTION.
2. THE IMAGERY SHOWN HEREON WAS **NOT** TAKEN AT THE TIME OF SURVEY AND MAY NOT REFLECT THE CURRENT CONDITIONS OF THE PROPERTY.

| REV. | DATE | REVISION DESCRIPTION | BY | CHK. | APP. |
|---|---|---|---|---|---|
| | | | | | |
| | | | | | |
| *0* | *09/30/25* | *AERIAL* | *PWH* | *JV* | *TTR* |

| PAGE: | SCALE: | JOB: | DATE: | FILE: |
|---|---|---|---|---|
| *1 OF 1* | *N/A* | *17-25-0049* | *09/30/25* | *CITY OF MUSKOGEE EXHIBIT* |

*W. OKMULGEE ST.*

## AERIAL

**SECTION 28, TOWNSHIP 15N, RANGE 18E, MUSKOGEE COUNTY, OKLAHOMA**

# RIGHT OF WAY AGREEMENT

Form 428 (1-00)

THIS AGREEMENT, made and entered into by and between **THE CITY OF MUSKOGEE, OKLAHOMA, an Oklahoma municipal corporation,** hereinafter called the Grantor, and OKLAHOMA NATURAL GAS COMPANY, a division of ONE Gas, Inc., an Oklahoma corporation, hereinafter called the Grantee.

WITNESSETH, that said Grantor, for and in consideration of $**10.00** and other valuable considerations, the receipt of which is hereby acknowledged, does hereby grant to said Grantee, its successors and assigns, a permanent right of way to lay, maintain, operate, relay and remove a pipe line, with fittings, tie-overs, cathodic protection equipment and other appurtenant appliances, together with the right of ingress to and egress from the below described land and contiguous land owned by Grantor in the County of **Muskogee**, State of **Oklahoma**, and more particularly identified and described as follows, to-wit:

**A tract of land in the NW/4 in Section 28, Township 15 North, Range 18 East, I.B.&M., being more particularly a 15' wide strip of land, of a tract described in Warranty Deed, Book 601, Page 327, as shown on Exhibit "A", attached hereto and made a part of this agreement.**

THIS RIGHT OF WAY GRANT IS MADE SUBJECT TO THE FOLLOWING:

1. That said Grantor is to fully use and enjoy said premises subject to the easement rights hereby granted, but Grantor agrees that it will not construct nor permit to be constructed any lakes, ponds, buildings or other structures of a permanent nature upon or over said right of way or within ten feet of the pipe line of Grantee without the written consent of Grantee.

2. That said Grantee hereby covenants to bury its pipe 24-inches below surface of the ground so that the same will not interfere with the cultivation of said premises.

3. That the Grantee shall have the right at any time to change the size of its pipe line and to cut, trim and keep clear all trees, brush and other obstructions that may injure, endanger or interfere with the construction, operation, maintenance or removal of said pipe line.

4. That the Grantee shall pay all damages to fences, crops, and premises, which may be suffered by reason of laying, relaying, maintaining, operating, or removing said line of pipe. If not mutually agreed upon, the parties may agree to have damages ascertained and determined by three disinterested persons, one thereof to be appointed by the owner of the premises, one by the Grantee, and the third by the two so appointed as aforesaid, and the award of two of such three persons shall be final and conclusive.

This right of way grant contains all the agreements and stipulations between the Grantor and Grantee with respect to the granting of said easement, and the same shall inure to the benefit of and be binding upon the Grantor and Grantee and their respective heirs, successors and assigns.

IN WITNESS WHEREOF, the undersigned have executed this right of way agreement this _____ day of _____, 2025.

**THE CITY OF MUSKOGEE, OKLAHOMA**
**aa Oklahoma municipal corporation**

**By:**_____

_____
**(Print Name)**

_____
**(Print Title)**

(Non-Individual)

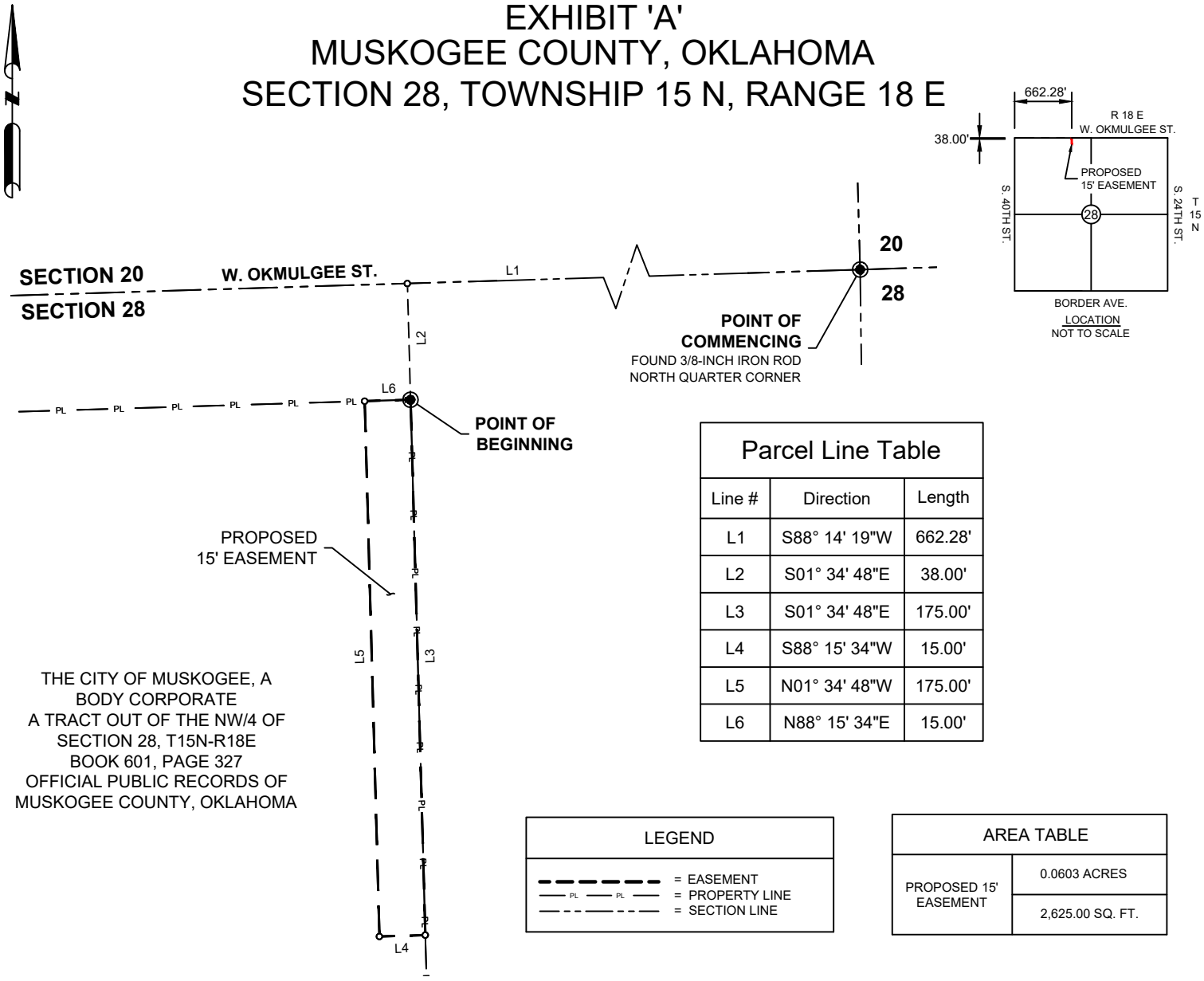
STATE OF _____)
) SS
COUNTY OF _____)

This instrument was acknowledged before me on the _____ day of _____, 2025 by _____, as _____ of the City of Muskogee, Oklahoma, an Oklahoma municipal corporation.

My Commission Expires: _____
Commission #_____

_____
NOTARY PUBLIC

# EXHIBIT 'A'
# MUSKOGEE COUNTY, OKLAHOMA
# SECTION 28, TOWNSHIP 15 N, RANGE 18 E




| Parcel Line Table | | |
|---|---|---|
| Line # | Direction | Length |
| L1 | S88° 14' 19"W | 662.28' |
| L2 | S01° 34' 48"E | 38.00' |
| L3 | S01° 34' 48"E | 175.00' |
| L4 | S88° 15' 34"W | 15.00' |
| L5 | N01° 34' 48"W | 175.00' |
| L6 | N88° 15' 34"E | 15.00' |

| LEGEND | |
|---|---|
| | = EASEMENT |
| PL PL | = PROPERTY LINE |
| | = SECTION LINE |

| AREA TABLE | |
|---|---|
| PROPOSED 15' EASEMENT | 0.0603 ACRES |
| | 2,625.00 SQ. FT. |

0 25 50 100

SCALE: 1"=50'

*THOMAS A. DUNN*
*PROFESSIONAL LAND*
*SURVEYOR NO. 2007*

*SURVEYED ON THE GROUND 04 / 21 / 25*

10/02/2025

STATE OF TEXAS
REGISTERED
THOMAS A DUNN
6561
PROFESSIONAL
LAND SURVEYOR

*STATE OF OKLAHOMA PROFESSIONAL*
*LAND SURVEYOR FIRM NO.9468*


TERRATECH RESOURCES
4057 RILEY FUZZEL RD., STE. 500, BOX 411
SPRING, TX 77386
PHONE: 281.940.0666


NOTES:

1. ALL BEARINGS AND DISTANCES ARE REFERENCED TO THE OKLAHOMA COORDINATE SYSTEM OF 1983, NORTH ZONE, US SURVEY FEET.
2. THIS IS AN EASEMENT DRAWING AND IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY.
3. TITLE RESEARCH PERFORMED BY OTHERS.

*W. OKMULGEE ST.*

## *PROPOSED 15' EASEMENT*

*0.0603 ACRES SITUATED IN THE*
*CITY OF MUSKOGEE PROPERTY*
*SECTION 28, TOWNSHIP 15 N, RANGE 18 E*
*MUSKOGEE COUNTY, OKLAHOMA*

*CENTERLINE FOOTAGE: 175.00'* *RODS: 10.61*

| REV. | DATE | REVISION DESCRIPTION | BY | CHK. | APP. |
|---|---|---|---|---|---|
| | | | | | |
| | | | | | |
| *0* | *09/30/25* | *ISSUED FOR ACQUISITION* | *PWH* | *JV* | *TTR* |

| PAGE: 1 OF 2 | SCALE: 1"= 50' | JOB: 17-25-0049 | DATE: 09/30/25 | FILE: CITY OF MUSKOGEE PLAT |
|---|---|---|---|---|

# EXHIBIT 'A'
# MUSKOGEE COUNTY, OKLAHOMA
# SECTION 28, TOWNSHIP 15 N, RANGE 18 E

**GENERAL DESCRIPTION**

BEING A PROPOSED 0.0603 ACRE (2,625.00 SQ FT) EASEMENT FIFTEEN (15) FOOT WIDE IN THE NORTHWEST QUARTER OF SECTION 28, T-15 N, R-18 E OF THE INDIAN MERIDIAN, MUSKOGEE COUNTY, OKLAHOMA SITUATED IN THE PROPERTY OF THE CITY OF MUSKOGEE AS DESCRIBED IN THAT DOCUMENT RECORDED IN BOOK 601, PAGE 327 OF THE OFFICIAL PUBLIC RECORDS OF MUSKOGEE COUNTY, OKLAHOMA, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** FROM THE NORTH QUARTER CORNER OF SECTION 28 MARKED BY A FOUND 3/8-INCH IRON ROD, THENCE S 88°14' 19" W, 662.28 FEET AND THENCE S 01°34'48" E, 38.00 FEET TO A POINT ON THE NORTH BOUNDARY OF SAID CITY OF MUSKOGEE PROPERTY ALSO BEING THE **POINT OF BEGINNING** OF THE HEREIN DESCRIBED EASEMENT;

T**HENCE CONTINUING S 01°34'48" E, 175.00 FEET** TO AN ANGLE POINT;
**THENCE S 88°15'34" W, 15.00 FEET** TO AN ANGLE POINT;
**THENCE N 01°34'48" W, 175.00 FEET** TO AN ANGLE POINT;
**THENCE N 88°15'34" E, 15.00 FEET** TO THE **POINT OF BEGINNING** OF THE HEREIN DESCRIBED EASEMENT CONTAINING 0.0603 ACRES.

TOTAL LENGTH OF 175.00 FEET OR 10.61 RODS.

*NOTE: THIS DESCRIPTION IS THE RESULT OF A SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND THE SUBSEQUENT MAPPING IS THE RESULT OF THAT SURVEY TOGETHER WITH RECORD TITLE INFORMATION FURNISHED BY OTHERS AND IS NOT A BOUNDARY SURVEY OF THE PARENT PROPERTY. ALL COORDINATES, BEARINGS AND DISTANCES ARE REFERENCED TO THE OKLAHOMA COORDINATE SYSTEM OF 1983, NORTH ZONE, US SURVEY FEET.*

10/02/2025

STATE OF TEXAS REGISTERED THOMAS A DUNN 6561 PROFESSIONAL LAND SURVEYOR

*THOMAS A. DUNN*
*PROFESSIONAL LAND SURVEYOR NO. 2007*

*SURVEYED ON THE GROUND 04 / 21 / 25*

*STATE OF OKLAHOMA PROFESSIONAL LAND SURVEYOR FIRM NO.9468*

TERRATECH RESOURCES
4057 RILEY FUZZEL RD., STE. 500, BOX 411
SPRING, TX 77386
PHONE: 281.940.0666

NOTES:

1. ALL BEARINGS AND DISTANCES ARE REFERENCED TO THE OKLAHOMA COORDINATE SYSTEM OF 1983, NORTH ZONE, US SURVEY FEET.
2. THIS IS AN EASEMENT DRAWING AND IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY.
3. TITLE RESEARCH PERFORMED BY OTHERS.

*W. MUSKOGEE ST.*

## *PROPOSED 15' EASEMENT*

*0.0603 ACRES SITUATED IN THE CITY OF MUSKOGEE PROPERTY SECTION 28, TOWNSHIP 15 N, RANGE 18 E MUSKOGEE COUNTY, OKLAHOMA*

*CENTERLINE FOOTAGE: 175.00'* *RODS: 10.61*

| REV. | DATE | REVISION DESCRIPTION | BY | CHK. | APP. |
|---|---|---|---|---|---|
| | | | | | |
| | | | | | |
| *0* | *09/30/25* | *ISSUED FOR ACQUISITION* | *PWH* | *JV* | *TTR* |

**Public Works Committee** **23.**

Meeting Date: 04/13/2026
Initiator: Kristal McClain, PW Office Admin II
Department: Public Works
Staff Information Source:

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Information

AGENDA ITEM TITLE:

Consider approval to increase the TLS Group, Inc., Maintenance Agreement in an amount not-to-exceed $500,000.00, to facilitate essential upgrades to the signal lights throughout the City, or take other necessary action. (Mike Stewart)

BACKGROUND:

Increasing the TLS Group, Inc. Maintenance Agreement will enable us to implement crucial upgrades to the signal lights throughout Muskogee. These enhancements are essential for ensuring that the lights function effectively and facilitate smoother traffic flow.

Currently, several traffic lights exhibit issues: some loops are malfunctioning or not operational at all, relying solely on a timed system. This not only causes delays but also affects overall traffic efficiency. One of the proposed upgrades included installing radar technology at key intersections. This addition will allow for more responsive traffic signals, ensuring that lights turn green only when vehicles are present in the lanes.

By integrating radar systems, we can significantly improve the functionality of our traffic signals. This will eliminate unnecessary green lights when no vehicles are waiting, thereby enhancing overall traffic management. The upgrades will help reduce congestion, improve safety for drivers and pedestrians, and create a more efficient flow of traffic across the city.

Additionally, this investment will contribute to a modernized infrastructure that can adapt to the city's growing needs, ultimately benefiting the community as a whole. Implementing these upgrades will not only improve current conditions but also position Muskogee for future advancements in traffic management technology.

We have had Traffic Engineering Consultants do a study on the Main St corridor from Okmulgee to MLK and the results show we can fix some of the issues we are seeing with radar. We are also looking at 6th and Shawnee, Shawnee and Chicago, and 43rd and 41st street and Chandler intersections. These have been driven by Street Committee, public complaints, and staff observation.

RECOMMENDED ACTION:

Approve increase of TLS Group, Inc. Maintenance Agreement.

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Fiscal Impact

FUNDING SOURCE:

393-6030-431.62-60

Attachments

TLS Maintenance Agreement

# TRAFFIC SIGNAL MAINTENANCE AGREEMENT

**EFFECTIVE DATE: December 1, 2023**

| | | |
|---|---|---|
| **BETWEEN:** | **City of Muskogee**<br>P.O. Box 1927<br>Muskogee, OK 74402<br>(918) 684-6333 | ("Agency") |
| **AND:** | **TLS Group, Inc.**<br>1326 W. 37th Pl.<br>Tulsa, OK 74107<br>(918) 583-4335 | ("TLS")<br>Mailing Address:<br>P.O. Box 14788<br>Oklahoma City, OK 73113 |

TLS is a traffic signal maintenance company designed to provide a complete program to ensure all traffic signals operate safely and as efficiently as possible for cities, towns, counties, and municipalities. TLS presently work with more than 80 agencies in Oklahoma and Arkansas, maintaining more than 500 signalized intersections and 200 flashing signs and signals. Our technicians and engineering staff have over 70 years of combined experience in traffic signal engineering, maintenance, electrical engineering, and have been tested and certified by the International Municipal Signal Association (IMSA) as Level I, and Level II Traffic Signal Technicians and are on call 24 hours a day, every day.

**Contract eligible items include but are not limited to:**

- Signalized Intersections
- Signalized Crosswalks
- Flashing Signals
- Flashing Signs *(Beacons/RRFBs, Warning Signs, School Zone Signs)*

## Policies and Services

1. Upon notification of any trouble at an intersection, we will send a technician to assess the problem, and make repairs on-site, if possible. When we are notified, we will provide an estimated time of arrival, which is typically within 1 hour during the week, 2 hours during the weekend. If the equipment cannot be repaired on-site and it must be taken to the lab for testing and repairs, we will install loaner equipment at no rental charge until your equipment is either repaired or replaced.

2. We keep an inventory of traffic signal equipment, including cabinets, controllers, conflict monitors, loop detectors, battery backup systems, emergency pre-emption equipment detectors and phase selectors, time switches, load switches, flashers, flash transfer relays, mercury contactors, and other traffic signal related equipment to relieve you of the need to keep your own inventory of spare equipment.

3. Your signal equipment is covered by the Traffic Signal Maintenance Agreement and will be checked and tested for proper operation annually. Records of these checks and tests (and all subsequent service) are kept in our computer database. The periodic testing of critical monitoring equipment at each signalized intersection includes a test of the conflict monitor and its associated circuitry to verify proper operation.

The conflict monitor test and certification will be attached to a copy of the activity log and left in a weatherproof bag in the controller cabinet. Also included in the annual inspection is maintenance of the control cabinet interior (such as changing the air filter and testing the cooling fan). If there are any minor parts needing to be replaced, we will install them, and you will be invoiced for parts only. Other equipment tested to ensure proper operation each year includes the controller, loop detectors, battery backup system and emergency pre-emption equipment.

4. We create a Repair and Maintenance Activities Log of any service calls, repairs, maintenance, testing or signal timing modifications. A printed report will be furnished with your monthly invoice reflecting date and nature of the service call, and activities we performed at any location covered under this agreement. These records are kept in our database indefinitely, and additional reports are available to you upon request.

## Terms

1. **Monthly Rate:**
   The monthly rate is $30.00 per signalized intersection, $25.00 per flashing signal/flashing warning sign, and $12.50 per school zone sign (or $25.00 / pair). This covers all preventive and scheduled maintenance work and reports. The addition or deletion of a signalized intersection, flashing signal, or school zone sign installed or removed from service after the initial agreement, will affect the monthly rate. The hourly rate will not be affected.

2. **Activity & Repair / Hourly Rate:**
   The hourly rate for labor under this agreement is $150.00 per hour for a signal technician and $100.00 for a laborer (when needed). This applies to services performed on-site or in our shop during regular business hours weekdays M – F (8 A.M. - 5 P.M.). Service calls made at the Agency's request after regular business hours, including weekends and holidays, will be charged an overtime rate of $225.00 per hour for a signal technician and $150.00 per hours for a laborer. A minimum of 1 ½ hour is charged per service call. Charges are accumulated and are invoiced monthly. A mileage charge of $1.00 per mile round trip from our Tulsa office to the location will be charged with each service call.

3. **Materials Used for Repairs:**
   Authorization by the Agency will be required for repair parts costing more than $100.00 prior to installation. However, when emergency repairs due to signal damage or failure creates an immediate and clear hazard to the public, and requires expeditious action, additional and separate authorization for such parts exceeding $100.00 in cost will not be required. TLS will however make every effort to seek authorization for such parts if Agency staff members are available to make such authorization. Repair parts will be charged at a cost plus 30% markup, which does not include tax, as the Agency does not pay sales tax.

4. **Warranty:**
   TLS provides a 1-year warranty for all work we do and material we provide. Beyond that, materials are warranted in accordance with the manufacturer's warranty. The price of the material purchased through TLS includes returning the defective material to the manufacturer and coordinating the repair process on behalf of the Agency. Upon completion of the TLS 1-year warranty, labor for re-installation of warranted materials will be charged at rates in accordance with the rates effective at the time.

# TRAFFIC SIGNAL MAINTENANCE AGREEMENT

5. **Preventive and Scheduled Maintenance Work:**
   All on-site visits to service Agency equipment will be coordinated with the Public Works Department Maintenance Technician and/or Field Operations Supervisor prior to work being performed. This person will be designated later by the Agency after this agreement is executed.

6. **Duration of Agreement:**
   The duration of this agreement will be from the date of execution through June 30, 2024, and this agreement will automatically renew each fiscal year beginning July 1st, provided that the city council of the Agency authorizes the appropriate funding each fiscal year. Invoicing will be done on the 1st of each month, and if the effective date of this agreement is not the first of the month, the first month will be pro-rated and billed accordingly. Agency shall provide sixty (60) days' notice to TLS to terminate this agreement. The terms of this agreement may not be changed without prior approval by the Agency.

**TLS** agrees to provide **City of Muskogee** with this maintenance agreement for the attached list of signalized intersections, flashing signals, and/or school zone signs/flashing warning signs for a total of:

**48 Signalized Intersections**
**0 Flashing Signals**
**33 Flashing Signs**

**City of Muskogee** agrees to pay the sum of $30.00 per signalized intersection/crosswalk, $25.00 per flashing signal, and $12.50 per school zone or flashing sign ($25.00/pair) per month, for the total monthly amount of **$1,852.50**.

Date: Nov 28, 2023

Larry N. Butler, President
**TLS Group, Inc.**

Date: 12/11/23

City Manager
**City of Muskogee**

Approved as to form and legality this
day of December 2023

City Attorney

# TRAFFIC SIGNAL MAINTENANCE AGREEMENT

## Locations

| | North/South Streets | East/West Streets | Location Type |
|---|---|---|---|
| 1 | 11th St. W. | Shawnee St. | Signalized Intersection |
| 2 | 12th St. | Okmulgee Ave. | Signalized Intersection |
| 3 | 24th St. W. | Okmulgee Ave. | Signalized Intersection |
| 4 | 24th St. W. | Shawnee St. | Signalized Intersection |
| 5 | 32nd St. | Arline Ave. | Signalized Intersection |
| 6 | 32nd St. | Border Ave. | Signalized Intersection |
| 7 | 32nd St. | Broadway St. | Signalized Intersection |
| 8 | 32nd St. | Hancock Rd. | Signalized Intersection |
| 9 | 32nd St. | Harris Rd. | Signalized Intersection |
| 10 | 32nd St. | Okmulgee Ave. | Signalized Intersection |
| 11 | 32nd St. | Shawnee St. | Signalized Intersection |
| 12 | 32nd St. | Tahlequah St. | Signalized Intersection |
| 13 | 40th St. | Okmulgee Ave. | Signalized Intersection |
| 14 | 41st St. E. | Chandler Rd. | Signalized Intersection |
| 15 | 43rd St. E. | Chandler Rd. | Signalized Intersection |
| 16 | 4th St. | Columbus Ave. | Signalized Intersection |
| 17 | 4th St. | Okmulgee Ave. | Signalized Intersection |
| 18 | 6th St. | Shawnee St. | Signalized Intersection |
| 19 | 7th St. | Okmulgee Ave. | Signalized Intersection |
| 20 | B St. | Cincinnati Ave. | Signalized Intersection |
| 21 | Cherokee St. | Callahan St. | Signalized Intersection |
| 22 | Cherokee St. | Okmulgee Ave. | Signalized Intersection |
| 23 | Cherokee St. | Peak Blvd. (SH-165) | Signalized Intersection |
| 24 | Chicago St. | Shawnee St. | Signalized Intersection |
| 25 | Country Club Rd. | Chandler Rd. | Signalized Intersection |
| 26 | Country Club Rd. | Peak Blvd. (SH-165) | Signalized Intersection |
| 27 | Country Club Rd. | Shawnee St. | Signalized Intersection |

# TRAFFIC SIGNAL MAINTENANCE AGREEMENT

## Locations

| | North/South Streets | East/West Streets | Location Type |
|---|---|---|---|
| 28 | David Ln. | Chandler Rd. | Signalized Intersection |
| 29 | East Side Blvd. | Broadway St. | Signalized Intersection |
| 30 | East Side Blvd. | Callahan St. | Signalized Intersection |
| 31 | East Side Blvd. | Okmulgee Ave. | Signalized Intersection |
| 32 | Main St. | Broadway St. | Signalized Intersection |
| 33 | Main St. | Court St. | Signalized Intersection |
| 34 | Main St. | Denison Ave. | Signalized Intersection |
| 35 | Main St. | Mall Entrance | Signalized Intersection |
| 36 | Main St. | Martin Luther King St. | Signalized Intersection |
| 37 | Main St. | Okmulgee Ave. | Signalized Intersection |
| 38 | Main St. | Shawnee St. | Signalized Intersection |
| 39 | Main St. | W. Southside Blvd. | Signalized Intersection |
| 40 | Muskogee High School | Shawnee St. | Signalized Intersection |
| 41 | US-64 | Smith Ferry Rd. (43rd St. S.) | Signalized Intersection |
| 42 | York St. | Chandler Rd. | Signalized Intersection |
| 43 | York St. | Gibson St. | Signalized Intersection |
| 44 | York St. | Hancock St. | Signalized Intersection |
| 45 | York St. | Haskell Blvd. | Signalized Intersection |
| 46 | York St. | North St. | Signalized Intersection |
| 47 | York St. | Peak Blvd. (SH-165) | Signalized Intersection |
| 48 | York St. | Shawnee St. | Signalized Intersection |
| 49 | Chestnut St. | Haskell Blvd. | SB School Zone |
| 50 | R St. | Callahan St. | EB School Zone |
| 51 | R St. | Chandler Rd. | EB School Zone |
| 52 | T St. | Chandler Rd. | WB School Zone |
| 53 | Virginia St. | Callahan St. | WB School Zone |
| 54 | 24th St. W. | Elizabeth Ave. | NB School Zone |

# TRAFFIC SIGNAL MAINTENANCE AGREEMENT

## Locations

| | North/South Streets | East/West Streets | Location Type |
|---|---|---|---|
| 55 | 24th St. W. | Pine St. | SB School Zone |
| 56 | Country Club Rd. | Monta Pl. | NB School Zone |
| 57 | Country Club Rd. | Okmulgee St. | SB School Zone |
| 58 | 12th St. | Denison St. | NB School Zone |
| 59 | 12th St. | Prospect Pl. | SB School Zone |
| 60 | York St. | Georgia Ave. | NB School Zone |
| 61 | York St. | Hilltop St. | SB School Zone |
| 62 | Rodman Cir. | Peak Rd. | WB School Zone |
| 63 | Windsor Dr. | Peak Rd. | EB School Zone |
| 64 | Hilldale H.S. | Smith Ferry Rd. (43rd St. S.) | EB School Zone |
| 65 | Hilldale H.S. | Smith Ferry Rd. (43rd St. S.) | WB School Zone |
| 66 | Grandview Park Blvd. | Hilldale School | EB School Zone |
| 67 | Grandview Park Blvd. | Hilldale School | WB School Zone |
| 68 | Irving School | Gibson St. | EB School Zone |
| 69 | Irving School | Gibson St. | WB School Zone |
| 70 | Blind School | Gibson St. | EB School Zone |
| 71 | Blind School | Gibson St. | WB School Zone |
| 72 | Pershing School | Okmulgee Ave. | EB School Zone |
| 73 | Pershing School | Okmulgee Ave. | WB School Zone |
| 74 | 3rd St. | Martin Luther King St. | WB School Zone |
| 75 | 5th St. | Martin Luther King St. | EB School Zone |
| 76 | STEM School | Okmulgee Ave. | EB School Zone |
| 77 | STEM School | Okmulgee Ave. | WB School Zone |
| 78 | York St. | Houston St. | SB School Zone |
| 79 | York St. | Manila St. | NB School Zone |
| 80 | Ellsworth St. | Monta Ave. | EB School Zone |
| 81 | Indiana St. | Monta Ave. | WB School Zone |

# TLS Maintenance Agreement - 2023-12-01

Final Audit Report 2023-11-28

| | |
|---|---|
| Created: | 2023-11-28 |
| By: | Amanda Smedley (asmedley@tlsokc.com) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAg0G7tfG_6Ovlk_tmqFJJYSgAZUuMAeMN |

## "TLS Maintenance Agreement - 2023-12-01" History

Document created by Amanda Smedley (asmedley@tlsokc.com)
2023-11-28 - 5:22:55 PM GMT- IP address: 24.248.252.35

Document emailed to Larry Butler (lbutler@tlsokc.com) for signature
2023-11-28 - 5:23:32 PM GMT

Email viewed by Larry Butler (lbutler@tlsokc.com)
2023-11-28 - 8:07:39 PM GMT- IP address: 104.6.21.17

Document e-signed by Larry Butler (lbutler@tlsokc.com)
Signature Date: 2023-11-28 - 8:08:00 PM GMT - Time Source: server- IP address: 104.6.21.17

Agreement completed.
2023-11-28 - 8:08:00 PM GMT

Adobe Acrobat Sign

**Public Works Committee** **24.**

Meeting Date: 04/13/2026
Submitted For: Avery Rigney, Public Works
Initiator: Avery Rigney, Asst. Public Works Director
Department: Public Works
Staff Information Source:

---

Information

AGENDA ITEM TITLE:

Consider approval to authorize traffic signal improvements per a maintenance agreement between TLS, Group, Inc., and the City of Muskogee, in an amount not-to-exceed $360,000.00, or take other necessary action. (Mike Stewart)

BACKGROUND:

The City has a contract with TLS to maintain the traffic signals. We are looking to install new radar detection in certain areas and make other general improvements.

First, the City contracted with Traffic Engineering Consultants to provide a study of the Main Street Corridor to improve traffic flow. The City intends to remove the signal at Main and the Mall. There will be further details in the powerpoint that will be reviewed at the PW&F meeting (also attached).

Second, Shawnee corridor improvements. This would add advanced and stop bar radar at Shawnee and Chicago; and Shawnee and 6th St.

Third, 4th and Columbus. The City has had 4th and Columbus on flash operation for several months, which has not hindered traffic flow. This signal cabinet is in need of a complete rehab and will continue to cause the City and 911 center to receive complaints if it is moved back to full operation as it is now. Rather than remove this signal, with the anticipation of more large events at the Civic Center and the addition of the Bass Reeves Safety Complex, it seems to be in the best interest of the City to rehab this light and add radar detection.

Fourth, is the intersections of 41st and Chandler; and 43rd and Chandler. These lights have been the subject of several complaints in recent years due to being on a timed sequence. This is not a major issue during the day, since traffic flow is steady in all directions, it seems to work as it should, but at night it does not cycle appropriately and leaves traffic sitting for longer than necessary.

Quotes are attached within the Powerpoint.

RECOMMENDED ACTION:

Approve

---

Fiscal Impact

FUNDING SOURCE:

393-6030-431.62-20

Attachments

Powerpoint
Muskogee Chicago Shawnee Radar
Muskogee 4th Columbus Radar
Muskogee 6th Shawnee Radar
Muskogee Main Street Improvements

# OPERATIONAL ANALYSIS

Main Street from Okmulgee Avenue to MLK Street

Muskogee, Oklahoma

Prepared for:

City of Muskogee

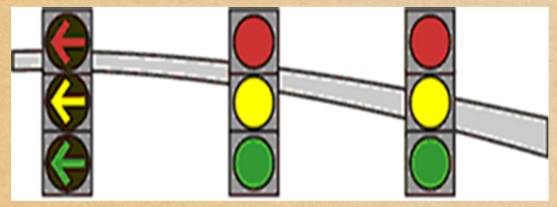
January 2026

Prepared by:

Traffic Engineering Consultants, Inc.

# Protective/Permissive Signals

Protected left-turn phasing using a three-section signal head with red, yellow, and green arrows.



Protected left-turn phasing using a three-section signal head with red ball, yellow arrow, and green arrow and an accompanying sign.

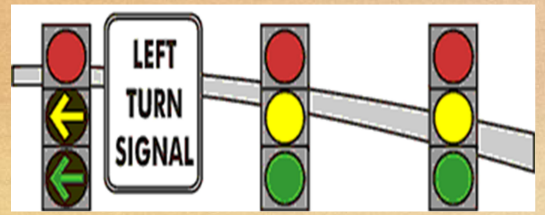
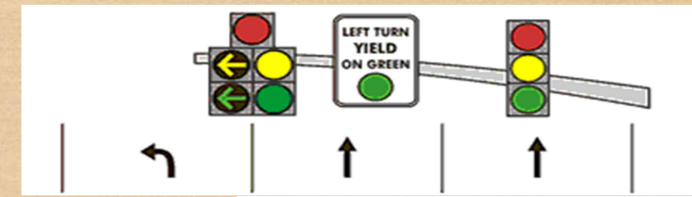
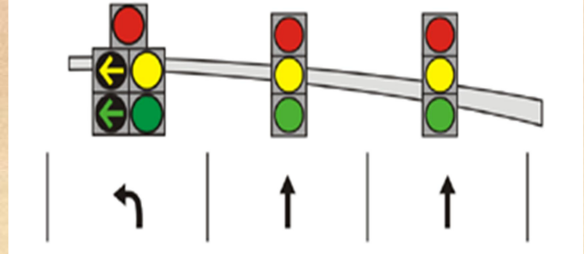



**Figure 28. Typical phasing diagram for protected-permissive left-turn phasing.**




**(a) Protected-permissive left-turn phasing using a five-section head located directly above the lane line that separates the exclusive through and exclusive left-turn lane, along with an accompanying sign.**



# STUDY AREA

The study area is located along Main Street between Okmulgee Avenue to MLK Street as shown in **Figure 1**. Main Street is a four-lane north/south principal arterial. It has a posted speed limit of 35 miles per hour (mph) north of Denison Street and 25 mph south of Denison Street and carries an approximate average daily traffic (ADT) of 13,000 vehicles per day (vpd) in the vicinity.

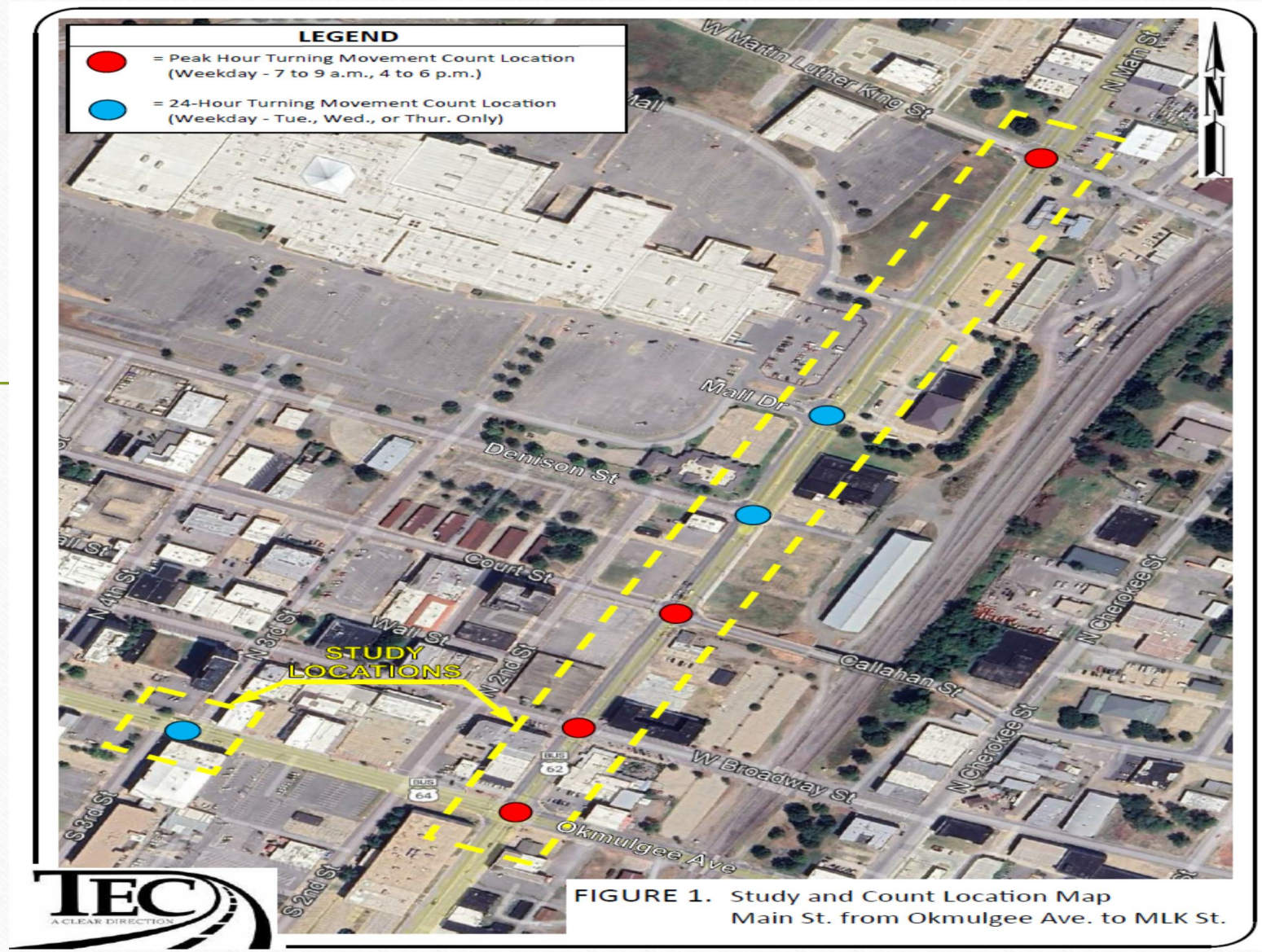



FIGURE 1. Study and Count Location Map
Main St. from Okmulgee Ave. to MLK St.

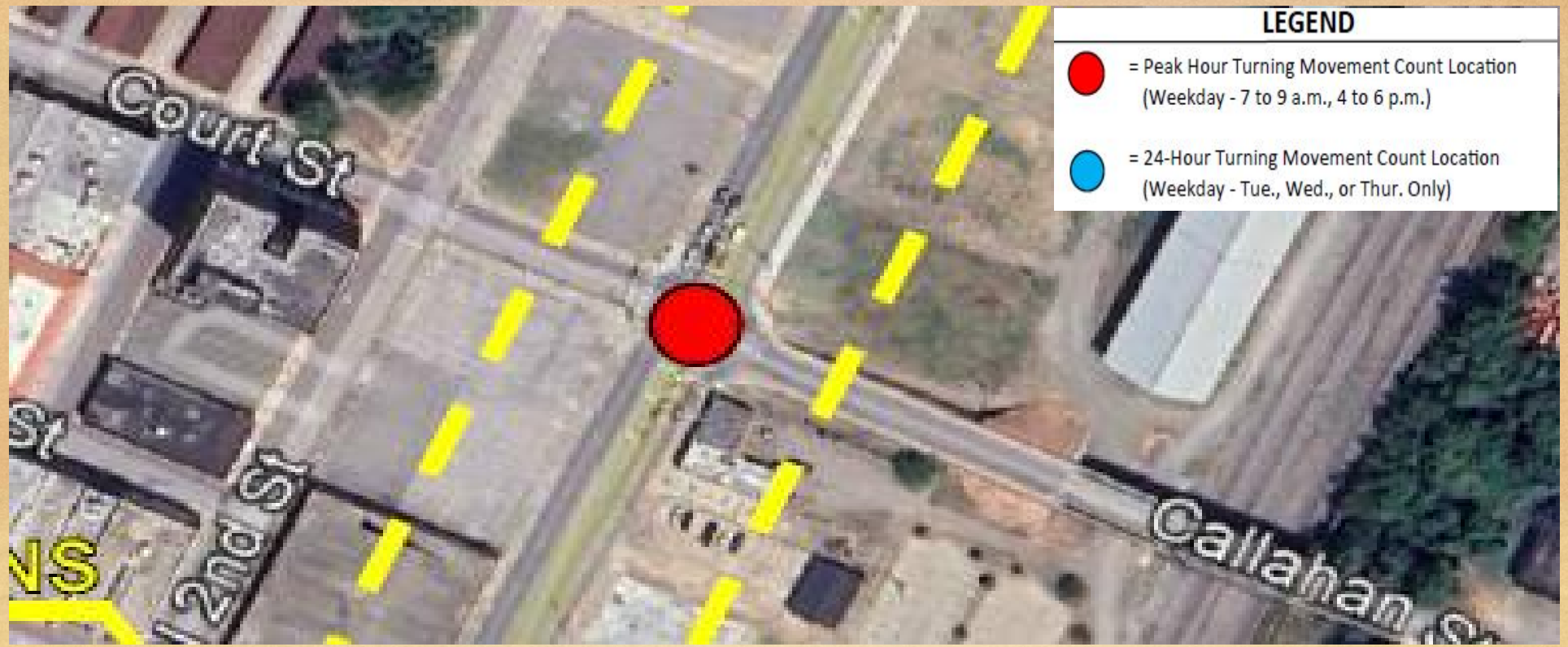
The intersection of Main Street and Okmulgee Avenue is signalized with protected/permissive phasing for the eastbound and westbound left turn movements. Each approach includes one left turn lane, one through lane, and one shared through/right lane. The intersection features pedestrian facilities across each approach.



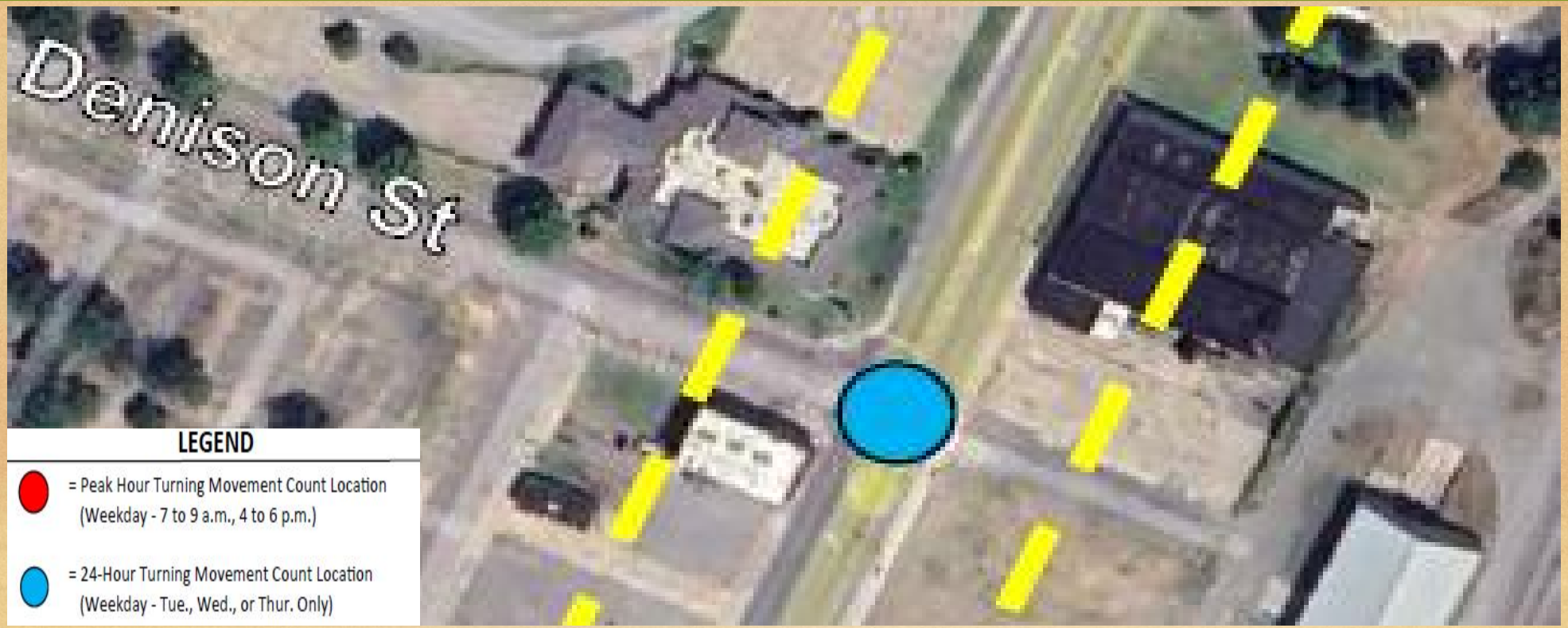
The intersection of Main Street and Broadway Street is signalized with protected/permissive phasing for the eastbound and westbound left turn movements. The northbound and southbound approaches include one left turn lane, one through lane, and one shared through/right lane and the eastbound and westbound approaches include one left turn lane and one shared through/right lane. The intersection features pedestrian facilities across each approach but lacks a north/south marked crosswalk across the westbound approach.



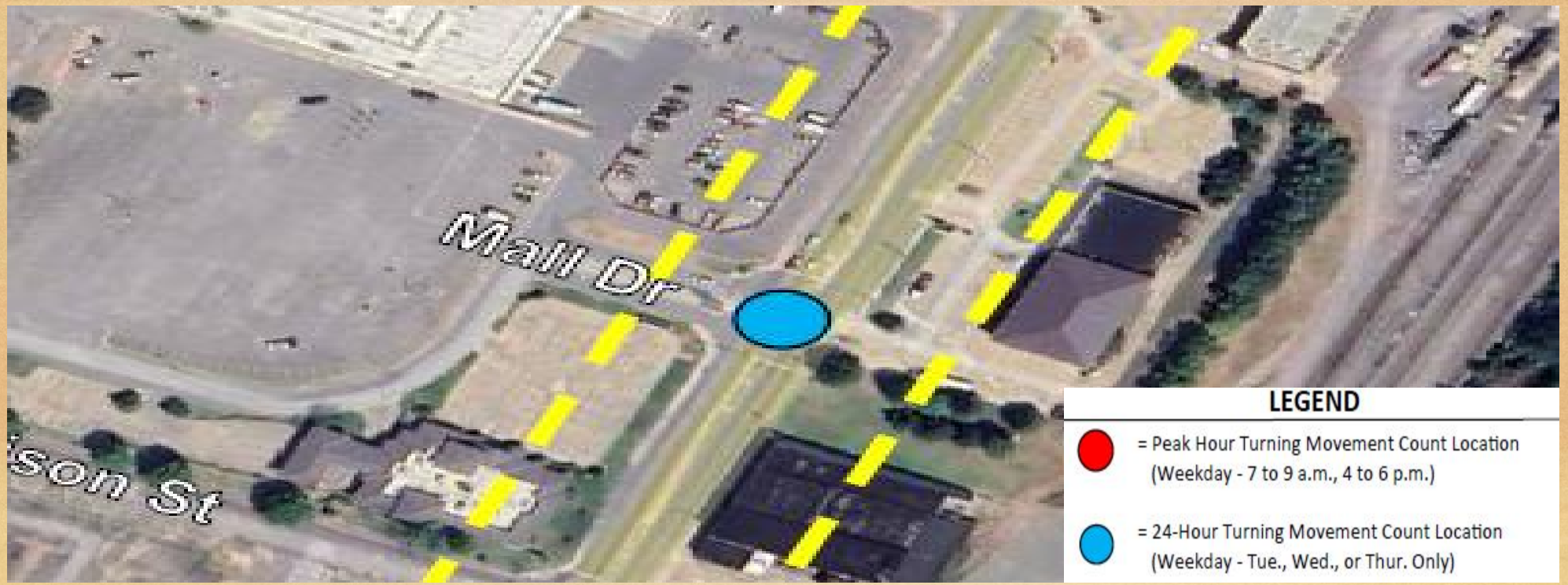
The intersection of Main Street and Court Street is signalized with protected/permissive phasing for the southbound left turn movement. The northbound and southbound approaches include one left turn lane, one through lane, and one shared through/right lane and the eastbound and westbound approaches include one shared left/through/right lane. The intersection features pedestrian facilities across each approach.



The intersection of Main Street and Denison Street is signalized with permissive phasing for the northbound and eastbound left turn movements. The northbound approach includes one left turn lane, one through lane, and one shared through/right lane, the southbound approach includes one shared left/through lane and one shared through/right lane, the eastbound approach includes one left turn lane and one shared through/right lane, and the westbound approach includes one shared left/through/right lane. The intersection features pedestrian facilities across the eastbound approach.



The intersection of Main Street and Mall Drive is signalized with protected-only phasing for the northbound and southbound left turn movements. The northbound and southbound approaches include one left turn lane, one through lane, and one shared through/right lane and the eastbound and westbound approaches include one shared left/through lane and one right turn lane. The intersection features pedestrian facilities across the eastbound approach but lacks a marked crosswalk.



The intersection of Main Street and MLK Street is signalized with protected-only phasing for the northbound and southbound left turn movements. The northbound and southbound approaches include one left turn lane, one through lane, and one shared through/right lane and the eastbound and westbound approaches include one left turn lane and one shared through/right lane. The intersection features pedestrian facilities across the northbound and eastbound approaches but lacks an east/west marked crosswalk across the northbound approach.



# 2025 EXISTING TRAFFIC WITH SUGGESTED IMPROVEMENTS

- To improve north/south traffic progression on Main Street, the City of Muskogee asked if the existing traffic signals at the intersections of Main Street and Denison Street and Main Street and Mall Drive could be removed and the impact of modifying the northbound and southbound left turn movements at the intersection of Main Street and Okmulgee Avenue to operate via protected/permissive phasing. With the existing traffic signals removed and side street (eastbound/westbound) stop control, the intersections of Main Street and Denison Street and Main Street and Mall Drive would be expected to operate with reduced side street delay during the a.m. peak hour and slightly increased side street delay during the p.m. peak hour but remain at acceptable LOS. The intersection would have much less overall delay as northbound and southbound traffic would not have to stop at the traffic signal, thus improving progression on Main Street. The addition of northbound and southbound protected/permissive signal phasing at the intersection of Main Street and Okmulgee Avenue would result in slight increases in critical approach and overall intersection delay. This would be expected as additional signal phases would add time to the traffic signal cycle length but the increase in delay would be negligible and the intersection would continue to operate at acceptable LOS.

# 2025 EXISTING TRAFFIC WITH ADDITIONAL IMPROVEMENTS

- The City of Muskogee requested that the study intersections be evaluated to determine if any additional improvements could be made to further reduce vehicular delay and improve northbound and southbound progression on Main Street. After evaluating each study intersections lane geometry, traffic signal equipment, and signal timing parameters, it was determined that the following additional improvements could be made to further reduce vehicular delay and improve northbound and southbound progression on Main Street:

# 2025 EXISTING TRAFFIC WITH ADDITIONAL IMPROVEMENTS

- modify the eastbound and westbound left turn protected/permissive signal phasing to permissive-only due to the low volume left turns and opposing traffic volumes
- optimize the existing traffic signal timing parameters and reduce the overall cycle length at Main Street and Court Street
- modify the northbound and southbound left turn protected-only signal phasing to protected/permissive signal phasing at the intersection of Main Street and MLK Street

TLS GROUP, INC

P.O. Box 14786
Oklahoma City, OK 73113
(405) 524-1341

| | | | |
|---|---|---|---|
| **To:** | City Of Muskogee | **Contact:** | |
| **Address:** | 229 W Okmulgee Ave<br>Muskogee, OK 74001 | **Phone:**<br>**Fax:** | |
| **Project Name:** | Muskogee, Main Street Improvements | **Bid Number:** | |
| **Project Location:** | Various Locations, Muskogee, OK | **Bid Date:** | 3/25/2026 |

The following is a quotation for the above subject project.

| Line # | Item Description | Estimated Quantity | Unit | Unit Price | Total Price |
|---|---|---|---|---|---|
| **Section 01: Okmulgee & Main** | | | | | |
| 01001 | (PL)REMOVE & RESET TRAF.SIG.EQUIPMENT | 1.00 | LS | $1,500.00 | $1,500.00 |
| 01002 | 7/C TRAFFIC SIGNAL ELECTRICAL CABLE | 150.00 | LF | $7.00 | $1,050.00 |
| 01003 | CONSTRUCTION TRAFFIC CONTROL | 1.00 | LS | $300.00 | $300.00 |
| | **Total Price for above Section 01: Okmulgee & Main Items:** | | | | **$2,850.00** |
| **Section 02: Broadway & Main** | | | | | |
| 02001 | (PL)REMOVE & RESET TRAF.SIG.EQUIPMENT | 1.00 | LS | $1,500.00 | $1,500.00 |
| 02003 | CONSTRUCTION TRAFFIC CONTROL | 1.00 | LS | $300.00 | $300.00 |
| | **Total Price for above Section 02: Broadway & Main Items:** | | | | **$1,800.00** |
| **Section 03: Denison & Main** | | | | | |
| 03001 | (PL)DETECTION SYSTEM (RADAR) | 1.00 | LS | $27,250.00 | $27,250.00 |
| | **Total Price for above Section 03: Denison & Main Items:** | | | | **$27,250.00** |
| **Section 04: [illegible] Main [illegible]r)** | | | | | |
| 04001 | (PL)DETE[illegible] | 1.00 | LS | $27,250.00 | [illegible] |
| | **Total Price for above Section 04: Mall & Main (Radar) Items:** | | | | **$27,250.00** |
| **Section 05: Mall & Main (Removal)** | | | | | |
| 05001 | (PL)REMOVAL OF TRAFFIC SIGNAL EQUIPMENT | 1.00 | LS | $5,000.00 | $5,000.00 |
| | **Total Price for above Section 05: Mall & Main (Removal) Items:** | | | | **$5,000.00** |
| **Section 06: MLK & Main** | | | | | |
| 06001 | (PL)REMOVAL OF TRAFFIC SIGNAL EQUIPMENT | 1.00 | LS | $500.00 | $500.00 |
| 06002 | 1WAY5SEC.ADJ.SIG.HD.S-19 | 2.00 | EACH | $2,050.00 | $4,100.00 |
| 06003 | BACKPLATE | 2.00 | EACH | $285.00 | $570.00 |
| 06004 | 7/C TRAFFIC SIGNAL ELECTRICAL CABLE | 150.00 | LF | $7.00 | $1,050.00 |
| | **Total Price for above Section 06: MLK & Main Items:** | | | | **$6,220.00** |

| | | | |
|---|---|---|---|
| **To:** | City Of Muskogee | **Contact:** | Mike Stewart |
| **Address:** | 229 W Okmulgee Ave<br>Muskogee, OK 74001 | **Phone:**<br>**Fax:** | |
| **Project Name:** | Muskogee, 6th & Shawnee, Radar | **Bid Number:** | |
| **Project Location:** | 6th & Shawnee Bypass, Muskogee, OK | **Bid Date:** | 3/25/2026 |

The following is a quotation for the above subject project.

| Line # | Item Description | Estimated Quantity | Unit | Unit Price | Total Price |
|---|---|---|---|---|---|
| **Option 1: Presence Only** | | | | | |
| 01001 | (PL)DETECTION SYSTEM (RADAR) | 1.00 | LS | $49,900.00 | $49,900.00 |
| | **Total Price for above Option 1: Presence Only Items:** | | | | **$49,900.00** |
| **Option 2: Presence & Advance** | | | | | |
| 02001 | (PL)DETECTION SYSTEM (RADAR) | 1.00 | LS | $69,500.00 | $69,500.00 |
| | **Total Price for above Option 2: Presence & Advance Items:** | | | | **$69,500.00** |


TLS GROUP, INC

P.O. Box 14788
Oklahoma City, OK 73113
(405) 524-1341

| | | | |
|---|---|---|---|
| **o:** | City Of Muskogee | **Contact:** | Mike Stewart |
| **ddress:** | 229 W Okmulgee Ave<br>Muskogee, OK 74001 | **Phone:**<br>**Fax:** | |
| **roject Name:** | Muskogee, Chicago & Shawnee, Radar | **Bid Number:** | |
| **roject Location:** | Chicago & Shawnee Bypass, Muskogee, OK | **Bid Date:** | 3/25/2026 |

e following is a quotation for the above subject project.

| ne # | Item Description | Estimated Quantity | Unit | Unit Price | Total Price |
|---|---|---|---|---|---|
| **tion 1: Presence Only** | | | | | |
| 001 | (PL)DETECTION SYSTEM (RADAR) | 1.00 | LS | $49,900.00 | $49,900.00 |
| | **Total Price for above Option 1: Presence Only Items:** | | | | **$49,900.00** |
| **tion 2: Presence & Advance** | | | | | |
| 001 | (PL)DETECTION SYSTEM (RADAR) | 1.00 | LS | $69,500.00 | $69,500.00 |
| | **Total Price for above Option 2: Presence & Advance Items:** | | | | **$69,500.00** |

| | | | |
|---|---|---|---|
| **To:** | City Of Muskogee | **Contact:** | |
| **Address:** | 229 W Okmulgee Ave | **Phone:** | |
| | Muskogee, OK 74001 | **Fax:** | |
| **Project Name:** | Muskogee, 4th & Columbus, Signal Upgrades | **Bid Number:** | |
| **Project Location:** | 4th & Columbus, Muskogee, OK | **Bid Date:** | 3/25/2026 |

The following is a quotation for the above subject project.

| Line # | Item Description | Estimated Quantity | Unit | Unit Price | Total Price |
|---|---|---|---|---|---|
| 01001 | PULL BOX(SIZE I) | 3.00 | EACH | $1,305.00 | $3,915.00 |
| 01002 | PULL BOX(SIZE II) | 1.00 | EACH | $1,555.00 | $1,555.00 |
| 01003 | ROADWAY LUMINAIRE | 3.00 | EACH | $1,010.00 | $3,030.00 |
| 01004 | 1/C NO.6 ELECT.COND. | 150.00 | LF | $3.25 | $487.50 |
| 01005 | 1/C NO.10 ELECT.COND. | 1,400.00 | LF | $1.75 | $2,450.00 |
| 01006 | TRAFFIC SIGNAL CONTROLLER ASSEMBLY (NO CONTROLLER) | 1.00 | EACH | $20,400.00 | $20,400.00 |
| 01007 | (PL)DETECTION SYSTEM (RADAR) | 1.00 | LS | $27,650.00 | $27,650.00 |
| 01008 | 5/C TRAFFIC SIGNAL ELECTRICAL CABLE | 650.00 | LF | $6.00 | $3,900.00 |
| 01009 | 10/C TRAFFIC SIGNAL ELECTRICAL CABLE | 650.00 | LF | $8.00 | $5,200.00 |
| 01010 | CONSTRUCTION TRAFFIC CONTROL | 1.00 | LS | $1,500.00 | $1,500.00 |

**Bid Price Subtotal:** **$70,087.50**

**Total Bid Price:** **$70,087.50**

**Notes:**

TLS GROUP, INC

P.O. Box 14788
Oklahoma City, OK 73113

(405) 524-1341

| | | | |
|---|---|---|---|
| **To:** | City Of Muskogee | **Contact:** | Mike Stewart |
| **Address:** | 229 W Okmulgee Ave<br>Muskogee, OK 74001 | **Phone:**<br>**Fax:** | |
| **Project Name:** | Muskogee, Chicago & Shawnee, Radar | **Bid Number:** | |
| **Project Location:** | Chicago & Shawnee Bypass, Muskogee, OK | **Bid Date:** | 3/25/2026 |

The following is a quotation for the above subject project.

| Line # | Item Description | Estimated Quantity | Unit | Unit Price | Total Price |
|---|---|---|---|---|---|
| **Option 1: Presence Only** | | | | | |
| 01001 | (PL)DETECTION SYSTEM (RADAR) | 1.00 | LS | $49,900.00 | $49,900.00 |
| | **Total Price for above Option 1: Presence Only Items:** | | | | **$49,900.00** |
| **Option 2: Presence & Advance** | | | | | |
| 02001 | (PL)DETECTION SYSTEM (RADAR) | 1.00 | LS | $69,500.00 | $69,500.00 |
| | **Total Price for above Option 2: Presence & Advance Items:** | | | | **$69,500.00** |

**Notes:**

- Option 1 is for a Wavetronix radar detection system with (4) presence sensors.
- Option 2 is for a Wavetronix radar detection system with (4) presence sensors and (2) advance sensors for Shawnee Bypass.
- All work will be done in accordance with City of Muskogee and ODOT standards.
- This quote assumes we can pull wire through the existing conduit system. If that proves not to be the case, new bored conduit could be required at additional cost.
- City of Muskogee to provide traffic control in accordance with MUTCD standards.
- This quote reflects the terms of the TLS Maintenance Agreement.
- **This pricing is valid until 5/15/26.**

**Payment Terms:**

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

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

TLS GROUP, INC

P.O. Box 14788
Oklahoma City, OK 73113

(405) 524-1341

| | | | |
|---|---|---|---|
| **To:** | City Of Muskogee | **Contact:** | |
| **Address:** | 229 W Okmulgee Ave<br>Muskogee, OK 74001 | **Phone:**<br>**Fax:** | |
| **Project Name:** | Muskogee, 4th & Columbus, Signal Upgrades | **Bid Number:** | |
| **Project Location:** | 4th & Columbus, Muskogee, OK | **Bid Date:** | 3/25/2026 |

The following is a quotation for the above subject project.

| Line # | Item Description | Estimated Quantity | Unit | Unit Price | Total Price |
|---|---|---|---|---|---|
| 01001 | PULL BOX(SIZE I) | 3.00 | EACH | $1,305.00 | $3,915.00 |
| 01002 | PULL BOX(SIZE II) | 1.00 | EACH | $1,555.00 | $1,555.00 |
| 01003 | ROADWAY LUMINAIRE | 3.00 | EACH | $1,010.00 | $3,030.00 |
| 01004 | 1/C NO.6 ELECT.COND. | 150.00 | LF | $3.25 | $487.50 |
| 01005 | 1/C NO.10 ELECT.COND. | 1,400.00 | LF | $1.75 | $2,450.00 |
| 01006 | TRAFFIC SIGNAL CONTROLLER ASSEMBLY (NO CONTROLLER) | 1.00 | EACH | $20,400.00 | $20,400.00 |
| 01007 | (PL)DETECTION SYSTEM (RADAR) | 1.00 | LS | $27,650.00 | $27,650.00 |
| 01008 | 5/C TRAFFIC SIGNAL ELECTRICAL CABLE | 650.00 | LF | $6.00 | $3,900.00 |
| 01009 | 10/C TRAFFIC SIGNAL ELECTRICAL CABLE | 650.00 | LF | $8.00 | $5,200.00 |
| 01010 | CONSTRUCTION TRAFFIC CONTROL | 1.00 | LS | $1,500.00 | $1,500.00 |

**Bid Price Subtotal:** **$70,087.50**

**Total Bid Price:** **$70,087.50**

**Notes:**

- This quote includes equipment, labor, and materials to perform various traffic signal upgrades at 4th & Columbus.
- All work will be done in accordance with City of Muskogee and ODOT standards.
- All construction traffic control will be done in accordance with MUTCD standards.
- This quote assumes we can pull wire through the existing conduit system. If that proves not to be the case, new bored and/or trenched conduit could be required at additional cost.
- This quote reflects the terms of the TLS maintenance agreement.
- **This pricing is valid until 5/15/26.**

**Payment Terms:**

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

| | |
|---|---|
| **ACCEPTED:**<br>The above prices, specifications and conditions are satisfactory and hereby accepted.<br>**Buyer:** _____<br>**Signature:** _____<br>**Date of Acceptance:** _____ | **CONFIRMED:**<br>**TLS**<br>**Authorized Signature:** _____<br>**Estimator:** Lawson Miracle<br>405-423-0623 estimating@tlsgroupinc.net |

TLS GROUP, INC

P.O. Box 14788
Oklahoma City, OK 73113

(405) 524-1341

| | | | |
|---|---|---|---|
| **To:** | City Of Muskogee | **Contact:** | Mike Stewart |
| **Address:** | 229 W Okmulgee Ave<br>Muskogee, OK 74001 | **Phone:**<br>**Fax:** | |
| **Project Name:** | Muskogee, 6th & Shawnee, Radar | **Bid Number:** | |
| **Project Location:** | 6th & Shawnee Bypass, Muskogee, OK | **Bid Date:** | 3/25/2026 |

The following is a quotation for the above subject project.

| Line # | Item Description | Estimated Quantity | Unit | Unit Price | Total Price |
|---|---|---|---|---|---|
| **Option 1: Presence Only** | | | | | |
| 01001 | (PL)DETECTION SYSTEM (RADAR) | 1.00 | LS | $49,900.00 | $49,900.00 |
| | **Total Price for above Option 1: Presence Only Items:** | | | | **$49,900.00** |
| **Option 2: Presence & Advance** | | | | | |
| 02001 | (PL)DETECTION SYSTEM (RADAR) | 1.00 | LS | $69,500.00 | $69,500.00 |
| | **Total Price for above Option 2: Presence & Advance Items:** | | | | **$69,500.00** |

**Notes:**

- Option 1 is for a Wavetronix radar detection system with (4) presence sensors.
- Option 2 is for a Wavetronix radar detection system with (4) presence sensors and (2) advance sensors for Shawnee Bypass.
- All work will be done in accordance with City of Muskogee and ODOT standards.
- This quote assumes we can pull wire through the existing conduit system. If that proves not to be the case, new bored conduit could be required at additional cost.
- City of Muskogee to provide traffic control in accordance with MUTCD standards.
- This quote reflects the terms of the TLS Maintenance Agreement.
- **This pricing is valid until 5/15/26.**

**Payment Terms:**

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

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

TLS GROUP, INC

P.O. Box 14788
Oklahoma City, OK 73113

(405) 524-1341

| | | | |
|---|---|---|---|
| **To:** | City Of Muskogee | **Contact:** | |
| **Address:** | 229 W Okmulgee Ave<br>Muskogee, OK 74001 | **Phone:**<br>**Fax:** | |
| **Project Name:** | Muskogee, Main Street Improvements | **Bid Number:** | |
| **Project Location:** | Various Locations, Muskogee, OK | **Bid Date:** | 3/25/2026 |

The following is a quotation for the above subject project.

| Line # | Item Description | Estimated Quantity | Unit | Unit Price | Total Price |
|---|---|---|---|---|---|
| **Section 01: Okmulgee & Main** | | | | | |
| 01001 | (PL)REMOVE & RESET TRAF.SIG.EQUIPMENT | 1.00 | LS | $1,500.00 | $1,500.00 |
| 01002 | 7/C TRAFFIC SIGNAL ELECTRICAL CABLE | 150.00 | LF | $7.00 | $1,050.00 |
| 01003 | CONSTRUCTION TRAFFIC CONTROL | 1.00 | LS | $300.00 | $300.00 |
| | **Total Price for above Section 01: Okmulgee & Main Items:** | | | | **$2,850.00** |
| **Section 02: Broadway & Main** | | | | | |
| 02001 | (PL)REMOVE & RESET TRAF.SIG.EQUIPMENT | 1.00 | LS | $1,500.00 | $1,500.00 |
| 02003 | CONSTRUCTION TRAFFIC CONTROL | 1.00 | LS | $300.00 | $300.00 |
| | **Total Price for above Section 02: Broadway & Main Items:** | | | | **$1,800.00** |
| **Section 03: Denison & Main** | | | | | |
| 03001 | (PL)DETECTION SYSTEM (RADAR) | 1.00 | LS | $27,250.00 | $27,250.00 |
| | **Total Price for above Section 03: Denison & Main Items:** | | | | **$27,250.00** |
| **Section 04: Mall & Main (Radar)** | | | | | |
| 04001 | (PL)DETECTION SYSTEM (RADAR) | 1.00 | LS | $27,250.00 | $27,250.00 |
| | **Total Price for above Section 04: Mall & Main (Radar) Items:** | | | | **$27,250.00** |
| **Section 05: Mall & Main (Removal)** | | | | | |
| 05001 | (PL)REMOVAL OF TRAFFIC SIGNAL EQUIPMENT | 1.00 | LS | $5,000.00 | $5,000.00 |
| | **Total Price for above Section 05: Mall & Main (Removal) Items:** | | | | **$5,000.00** |
| **Section 06: MLK & Main** | | | | | |
| 06001 | (PL)REMOVAL OF TRAFFIC SIGNAL EQUIPMENT | 1.00 | LS | $500.00 | $500.00 |
| 06002 | 1WAY5SEC.ADJ.SIG.HD.S-19 | 2.00 | EACH | $2,050.00 | $4,100.00 |
| 06003 | BACKPLATE | 2.00 | EACH | $285.00 | $570.00 |
| 06004 | 7/C TRAFFIC SIGNAL ELECTRICAL CABLE | 150.00 | LF | $7.00 | $1,050.00 |
| | **Total Price for above Section 06: MLK & Main Items:** | | | | **$6,220.00** |

**Notes:**

- The existing 3-Section signal heads at Main & Okmulgee will be removed and re-installed at Main & Broadway.
- The existing 5-Section signal heads at Main & Broadway will be removed and re-installed at Main & Okmulgee.

- The City of Muskogee may elect either Option 4 (Radar) or Option 5 (Removal) for the intersection of Mall & Main.
- All work will be done in accordance with ODOT and City of Muskogee standards.
- All traffic control will be done in accordance with MUTCD standards.
- This quote assumes we can pull wire through the existing conduit system. If that proves not to be the case, new bored conduit could be required at additional cost.
- This quote reflects the terms of the TLS Maintenance Agreement.
- **This pricing is valid until 5/15/26.**

**Payment Terms:**

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

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

**Public Works Committee** **25.**

**Meeting Date:** 04/13/2026

**Submitted For:** Avery Rigney, Public Works

**Initiator:** Avery Rigney, Asst. Public Works Director

**Department:** Public Works

**Staff Information Source:**

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## Information

**AGENDA ITEM TITLE:**

Consider approval to authorize the City Manager to negotiate and execute an agreement with the Oklahoma Department of Transportation for Street Lighting (Illumenation), in regard to the Highway 69 Widening Project, Project No. NHPP-013(237)FP, Job Piece No. 27108(04), or take other necessary action. (Mike Stewart)

**BACKGROUND:**

The City of Muskogee will be responsible for streetlights upon completion of the highway 69 widening project. They will still fall within OGE maintenance. ODOT will reinstall the streetlights that are removed during the project and, after they are reinstalled, they will become part of the City's street lights just like the rest of them in town. This is a housekeeping item that is being done to ensure proper ownership and responsibilities during projects like this.

**RECOMMENDED ACTION:**

Approve.

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## Fiscal Impact

## Attachments

contract

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PROJECT

MAINTENANCE AGREEMENT

FOR

FEDERAL-AID PROGRAM PROJECT

PROJECT NUMBER NHPP-013N(237)FP
JOB PIECE NO. 27108(04)

FOR THE

INSTALLATION OF HIGHWAY ILLUMINATION ALONG US-69
FROM SOUTH OF BORDER AVE TO US-62 (OKMULGEE AVE)

IN THE CITY OF MUSKOGEE

MUSKOGEE COUNTY

BY AND BETWEEN

THE CITY OF MUSKOGEE

AND

THE OKLAHOMA DEPARTMENT OF TRANSPORTATION

# AGREEMENT

This AGREEMENT, made the day and year last written below, by and between the CITY of MUSKOGEE, herein after referred to as the CITY, and the Department of Transportation of the State of Oklahoma, herein after referred to as the DEPARTMENT, for the following intents and purposes and subject to the following terms and conditions, to wit:

WITNESSETH:

THAT the DEPARTMENT proposes to make certain traffic improvements as directed by the Oklahoma Transportation Commission at their meeting of September 2009, authorizing State apportioned Federal-aid Project funds for participation in the project for Highway Lighting in the CITY of MUSKOGEE designated as Federal-aid Project NHPP-013N(237)FP, JP#27108(04) consisting of the actual traffic improvements as follows:

1. INSTALLATION OF HIGHWAY ILLUMINATION ALONG US-69 FROM SOUTH OF BORDER AVE TO US-62 (OKMULGEE AVE)

All construction is to be in accordance with the plans and by reference made a part of this AGREEMENT. Such plans are to be in accordance with the Oklahoma Standard Specifications for Highway Construction, Edition of 2019 and current updates.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. The DEPARTMENT agrees to provide the plans, specifications, and construction cost estimates for this project.

2. The DEPARTMENT shall appoint competent supervision of the construction work to the end of obtaining work strictly in accordance with the approved plans and specifications.

3. The CITY shall, by resolution or letter of concurrence, duly authorize the execution of this AGREEMENT by proper officials, and attach copies of such resolution or letter of concurrence to this AGREEMENT.

4. It is understood and agreed that the roadway improvements and all devices specified herein shall not be altered, removed, or cease to be operative without mutual written consent

of the DEPARTMENT and the CITY.

5. The CITY agrees that upon completion of construction of said project, final inspection, and acceptance of the project by the DEPARTMENT, the CITY will be responsible for the maintenance and cost of operation of all highway illumination equipment erected and installed pursuant to this agreement and all the devices, as per Oklahoma Admin Code §730:35-1-11b1C.

6. The CITY and the DEPARTMENT hereby agrees to periodically review the adequacy of the aforesaid project to ensure the safety and efficiency of the traveling public and should the DEPARTMENT determine that further modifications or improvement are required to achieve said goals as traffic patterns and volumes change over time, the CITY shall take such actions as are necessary to make such modification or improvement. When maintenance and/or operational modifications are required which in the opinion of the DEPARTMENT exceed the capabilities of the CITY staff, the CITY agrees to retain, at the sole expense of the CITY, competent personnel for the purpose of bringing the improvement up to the proper standard of operation.

7. In the event that any hardware installed hereunder is no longer needed for the purposes designated herein, then the hardware installed hereunder shall not be removed by the CITY to any point other than that which is approved by the DEPARTMENT prior to such removal.

8. If the CITY should fail to fulfill its responsibilities under this AGREEMENT, the DEPARTMENT will evaluate the improvements on a case-by-case basis and take appropriate steps, which may result in complete removal of the system.

IN WITNESS WHEREOF, the Deputy Director of the Department of Transportation, pursuant to authority vested in her by the Transportation Commission, has hereunto subscribed her name as Deputy Director of the Department of Transportation, and the CITY has executed same pursuant to authority prescribed by law.

SIGNED by the CITY on _____ / _____ / 20____

and the STATE on _____.

THE CITY OF MUSKOGEE

BY: _____
Mayor or CITY Manager

ATTEST:

APPROVED AS TO FORM AND LEGALITY

_____

BY: _____ 3/27/26
CITY Attorney

_____
Title

STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION

BY: _____
Division Engineer

BY: _____
State Traffic Engineer

By: _____
Deputy Director

APPROVED AS TO FORM AND LEGALITY

BY: _____
General Counsel

**Public Works Committee** **26.**

**Meeting Date:** 04/13/2026

**Submitted For:** Avery Rigney, Public Works

**Initiator:** Avery Rigney, Asst. Public Works Director

**Department:** Public Works

**Staff Information Source:**

---

**Information**

**AGENDA ITEM TITLE:**

Consider approval to authorize the City Manager to negotiate and execute an agreement with the Oklahoma Department of Transportation for traffic signal maintenance in regard to the Highway 69 Widening Project, Project No. NHPP-013N(237)FP, Job Piece No. 27108(04), or take other necessary action. (Mike Stewart)

**BACKGROUND:**

The City of Muskogee maintains all signals within the City limits regardless of what street they are on. The City does not own the signals on the highways even though we maintain them. The maintenance of the signals being under the City is done for the benefit to the citizens of Muskogee. This allows us to have a stake in the timing configuration. If the City were not to be a part of the maintenance, crossing 69 highway would be nearly impossible because the timing would heavily favor the flow on 69 highway at a detriment to the City street crossings. Our legal department has reviewed and made suggestions, currently it is with the ODOT legal team. By allowing the City Manager to negotiate and execute, the council can approve the spirit of the agreement and minor details can be amended in further negotiations.

**RECOMMENDED ACTION:**

Approve

---

**Fiscal Impact**

**Attachments**

contract

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PROJECT

MAINTENANCE AGREEMENT

FOR

FEDERAL-AID PROGRAM PROJECT

PROJECT NUMBER NHPP-013N(237)FP
JOB PIECE NO. 27108(04)

FOR THE

MODIFICATION OF TRAFFIC SIGNALS AT US-69 AND
HANCOCK ST, BORDER AVE, AND ARLINE AVE

IN THE CITY OF MUSKOGEE

MUSKOGEE COUNTY

BY AND BETWEEN

THE CITY OF MUSKOGEE

AND

THE OKLAHOMA DEPARTMENT OF TRANSPORTATION

# A G R E E M E N T

This AGREEMENT, made the day and year last written below, by and between the CITY of MUSKOGEE, herein after referred to as the CITY, and the Department of Transportation of the State of Oklahoma, herein after referred to as the DEPARTMENT, for the following intents and purposes and subject to the following terms and conditions, to wit:

WITNESSETH:

THAT the DEPARTMENT proposes to make certain traffic improvements as directed by the Oklahoma Transportation Commission at their meeting of September 2009, authorizing State apportioned Federal-aid Project funds for participation in the project for a Traffic Signal in the CITY of MUSKOGEE designated as Federal-aid Project NHPP-013N(237)FP, JP#27108(04) consisting of the actual traffic improvements as follows:

1. MODIFICATION OF TRAFFIC SIGNALS AT US-69 AND HANCOCK ST
2. MODIFICATION OF TRAFFIC SIGNALS AT US-69 AND BORDER AVE
3. MODIFICATION OF TRAFFIC SIGNALS AT US-69 AND ARLINE AVE

All construction is to be in accordance with the plans and by reference made a part of this AGREEMENT. Such plans are to be in accordance with the Oklahoma Standard Specifications for Highway Construction, Edition of 2019 and current updates.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. The DEPARTMENT agrees to provide the plans, specifications, and construction cost estimates for this project.
2. The DEPARTMENT shall appoint competent supervision of the construction work to the end of obtaining work strictly in accordance with the approved plans and specifications.
3. The CITY shall, by resolution or letter of concurrence, duly authorize the execution of this AGREEMENT by proper officials, and attach copies of such resolution or letter of concurrence to this AGREEMENT.
4. It is understood and agreed that the roadway improvements and all devices specified herein shall not be altered, removed, or cease to be operative without mutual written consent

of the DEPARTMENT and the CITY.

5. The CITY agrees that upon completion of construction of said project, final inspection, and acceptance of the project by the DEPARTMENT, the CITY will be responsible for the maintenance of all traffic signal equipment erected and installed pursuant to this agreement and all the devices, as per Oklahoma Admin Code §730:35-1-11b1C. The CITY and the DEPARTMENT will evenly split the cost of maintenance, with the DEPARTMENT'S DISTRICT 1 paying the CITY for any maintenance performed.

6. The CITY and the DEPARTMENT hereby agrees to periodically review the adequacy of the aforesaid project to ensure the safety and efficiency of the traveling public and should the DEPARTMENT determine that further modifications or improvement are required to achieve said goals as traffic patterns and volumes change over time, the CITY shall take such actions as are necessary to make such modification or improvement with budget or council approval as may be required. When maintenance and/or operational modifications are required which in the opinion of the DEPARTMENT exceed the capabilities of the CITY staff, the CITY agrees to retain, at the sole expense of the CITY, competent personnel for the purpose of bringing the improvement up to the proper standard of operation

7. In the event that any hardware installed hereunder is no longer needed for the purposes designated herein, then the hardware installed hereunder shall not be removed by the CITY to any point other than that which is approved by the DEPARTMENT prior to such removal.

8. If the CITY should fail to fulfill its responsibilities under this AGREEMENT, the DEPARTMENT will evaluate the improvements on a case-by-case basis and take appropriate steps, which may result in complete removal of the system.

9. Major modifications to operational parameters including, but not limited to, signal phasing, timing, coordination, detection zone adjustments, and other traffic controller functions shall be jointly agreed on by the CITY and the DEPARTMENT.

IN WITNESS WHEREOF, the Deputy Director of the Department of Transportation, pursuant to authority vested in her by the Transportation Commission, has hereunto subscribed her name as Deputy

Director of the Department of Transportation, and the CITY has executed same pursuant to authority prescribed by law.

SIGNED by the CITY on _____ / _____ / 20_____

and the STATE on _____.

THE CITY OF MUSKOGEE

BY: _____
Mayor or CITY Manager

ATTEST:

APPROVED AS TO FORM AND LEGALITY

_____
Tammy L. Tracy, City Clerk

BY: _____
Katrina Bodenhamer, ~~Attorney~~

STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION

BY: _____
Division Engineer

BY: _____
State Traffic Engineer

By: _____
Deputy Director

APPROVED AS TO FORM AND LEGALITY

BY: _____
General Counsel

**Public Works Committee** **27.**

**Meeting Date:** 04/13/2026

**Submitted For:** Avery Rigney, Public Works

**Initiator:** Avery Rigney, Asst. Public Works Director

**Department:** Public Works

**Staff Information Source:**

---

**Information**

**AGENDA ITEM TITLE:**

Consider approval to authorize the City Manager to negotiate and execute an agreement with the Oklahoma Department of Transportation for additional roadway alteration planning in regard to the Highway 69 Widening Project, Job Piece No. 27108(04), or take other necessary action. (Mike Stewart)

**BACKGROUND:**

This is an agreement that specifies the financial roles between the City and ODOT regarding roadway alterations to project plans taking place near the intersection of 69 highway and Border St. This contract lays out that ODOT will add plans to make certain roadway improvements including but limited to jay turns, intersection widening, and medians but will not participate in the cost sharing of these options.

**RECOMMENDED ACTION:**

Approve

---

**Fiscal Impact**

**Attachments**

contract

---

**RESOLUTION NO. _____**

**BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF MUSKOGEE, OKLAHOMA:**

**WHEREAS,** it is in the best interest of the City of Muskogee, Oklahoma, to execute that certain project agreement for Job Piece Number 27108(04), by and between the City of Muskogee and the Oklahoma Department of Transportation;

**NOW THEREFORE**, it is hereby resolved that the Mayor is hereby authorized and directed to execute the above described agreement on behalf of the City of Muskogee, and duly signed by the Mayor on this _____ day of _____, 20___.

**CITY OF MUSKOGEE**

_____
Mayor

**ATTEST:**

_____
City Clerk

Approved as to form and legality this _____ day of _____, _____

_____
City Attorney

DRAFT

**STATE OF OKLAHOMA DEPARTMENT OF TRANSPORTATION**
**PROJECT AGREEMENT NO. 27108(04)**

**US-69: BEGIN 0.48 MI N OF US-64 E (PEAK BLVD) & EXT N 2.5 MILES**

**THIS AGREEMENT**, made the day and year last written below, by and among the City of Muskogee, hereinafter referred to as the **CITY** and the Department of Transportation of the State of Oklahoma, hereinafter referred to as the **DEPARTMENT**, for the following intents and purposes and subject to the following terms and conditions, to wit:

**WITNESSETH:**

**WHEREAS,** the **DEPARTMENT** is charged under the laws of the State of Oklahoma with the construction and maintenance of state highways and bridges; and,

**WHEREAS,** the **DEPARTMENT**, as part of its responsibilities for the construction and maintenance of state highways and bridges, must cooperate with the local entities of government to allow the location, construction and maintenance of mutual use facilities pursuant to Title 69 OS §304; and

**WHEREAS,** receipt of the benefits of this project will require that the **CITY** assume certain financial obligations; and,

**WHEREAS,** the **CITY** is a municipal corporation and charter city created and existing under the Constitution and laws of Oklahoma; and,

**WHEREAS,** the Constitution and laws of the State of Oklahoma impose fiscal limitations on the **CITY** and its ability to agree to financial obligations; and,

**WHEREAS,** the parties hereto recognize those fiscal limitations and agree that the financial obligations assumed by the **CITY** by the terms of this agreement are enforceable only to the extent as may be allowed by law or as may be determined by a court of competent jurisdiction; and,

**WHEREAS,** it is understood that, by virtue of the Oklahoma Constitution Article 10, Section 26, the payment of **CITY** funds in the future will be limited to appropriations and available revenues in the then-current **CITY** fiscal year;

**NOW THEREFORE,** subject to the limitations herein before described and the limitations of applicable Oklahoma law, the **DEPARTMENT** and the **CITY**, in consideration of the mutual covenants and stipulations as set forth herein, do mutually promise and agree as follows:

DRAFT

## SECTION 1: PROJECT AGREEMENT

**1.1** The **DEPARTMENT** will request approval from the Transportation Commission for participation in the project that consists of US-69: BEGIN 0.48 MI N OF US-64 E (PEAK BLVD) & EXT N 2.5 MILES.

**1.2** The **DEPARTMENT** will recommend approval of the project by the Federal Highway Administration (FHWA).

**1.3** The **CITY** shall by resolution, duly authorize the execution of this agreement by proper officials and attach copies of such resolution to this agreement.

**1.4** The **CITY** shall each comply with Title VI of the Civil Rights Act of 1964, 78 O.S. § 252.42, U.S.C. §2000d-et seq., and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Part 21 - "Nondiscrimination in federally assisted Programs of the Department of Transportation-effectuation of Title VI of the Civil Rights Act 1964."

**1.5** The **DEPARTMENT** and the **CITY** mutually recognize that each party is a governmental entity subject to the provisions of the Governmental Tort Claims Act (51 O.S. § 151 et seq.). The **DEPARTMENT** and **CITY** hereby mutually agree that each is and may be held severally liable for any and all claims, demands, and suits in law or equity, of any nature whatsoever, paying for damages or otherwise, arising from any negligent act or omission of any of their respective employees, agents or officers which may occur during the prosecution or performance of this agreement to the extent provided in the Governmental Tort Claims Act. Each party agrees to severally bear all costs of investigation and defense of claims arising under the Governmental Tort Claims Act and any judgments which may be rendered in such cause to the limits provided by law. Nothing in this section shall be interpreted or construed to waive any legal defense which may be available to a party or any exemption, limitation or exception which may be provided by the Governmental Tort Claims Act.

## SECTION 2: ENGINEERING RESPONSIBILITIES

**2.1** The **DEPARTMENT** shall provide professional engineering services for the development of the Plans, Specifications and Estimates (PS&E).

**2.1.1** The design and plans shall be subject to review and approval by FHWA and shall conform to current State and AASHTO policies and standards, as modified by the **DEPARTMENT**.

**2.2** To the extent permitted by law, all data prepared under this agreement shall be made available to the **DEPARTMENT** without restriction or limitation on their further use, with exception of any documents or information that would be considered attorney/client privileged.

DRAFT

**2.3** The **DEPARTMENT** will conduct the environmental studies and prepare the National Environmental Protection Act documents as required.

**2.4** The **DEPARTMENT** will forward the environmental documents to FHWA for approval.

## SECTION 3: LAND ACQUISITION AND UTILITY RELOCATION

**3.1** The **DEPARTMENT** warrants that, they have or will acquire all land, property, or rights-of-way in their respective jurisdictions needed for complete implementation of said project, free and clear of all obstructions and encumbrances and in full accordance with the **DEPARTMENT's** guidelines for Right-of-Way Acquisition on Federal-Aid Projects, the Uniform Relocation Act, the National Environmental Protection Act and all other applicable local, state and federal regulations.

**3.2** The **DEPARTMENT** shall remove, at its own respective expense, or cause the removal of, all encroachments on existing streets as shown on said plans.

~~**3.3** In exchange for the consideration provided from and through the **DEPARTMENT**, the **CITY** shall convey title to the State of Oklahoma on all tracts of land acquired in the name of the respective city on the State or Federal Highway System (if any) in accordance with Oklahoma Administrative Code Title 730, Chapter 20, Section 730:20-1-2.~~

**3.4** The **DEPARTMENT** warrants that utility adjustment costs are included as a part of the agreement and will certify prior to establishing a letting date that all existing utility facilities (if any) have been properly adjusted in full accordance with **DEPARTMENT** policies to accommodate the construction of said project prior to the beginning of any work and will be solely responsible for payment of any and all contractor expenses, claims, suits and/or judgments directly resultant from any actual utility relocation delays.

## SECTION 4: CONSTRUCTION RESPONSIBILITIES

**4.1** The **CITY** agrees to comply with all applicable laws and regulations necessary to meet the Oklahoma Department of Environmental Quality (ODEQ) requirements for pollution prevention including discharges from storm water runoff during the planning and design of this project. It is also agreed that the storm water management plan for the project previously described in the document includes project plans and specifications, required schedules for accomplishing the temporary and permanent erosion control work, the site specific storm water pollution prevention plan and the appropriate location map contained in the utility relocation plans.

**4.2** The roadway improvements and all devices specified herein shall not be altered, removed, or cease to be operative without mutual written consent of the

DRAFT

**DEPARTMENT** and the **CITY** with jurisdiction over that portion of the roadway improvement.

**4.3** Upon approval of this agreement and the plans, specifications, and estimates by the Federal Highway Administration, the **DEPARTMENT** will advertise and let the contract for this project in the usual and customary manner. It is agreed that the projects herein contemplated are proposed to be financed as described in this agreement, and that this agreement, all plans, specifications, estimate of costs, acceptance of work, payments, and procedure in general hereunder are subject in all things at all times to all Federal laws, regulations, orders and approvals as may be applicable hereto.

**4.4** The **DEPARTMENT**, using its own forces or the services of others, will supervise and inspect all work performed by the construction contractor and will provide such engineering, inspection and testing services as may be required to ensure that the construction of the project is accomplished in accordance with the approved PS&E.

**4.5** Upon completion of the project, the new roadway will be maintained by the appropriate jurisdiction in accordance with the Oklahoma Transportation Commission Policy.

## SECTION 5: CONSTRUCTION FUNDING

**5.1** The total estimated construction cost is $35,545,148. The **DEPARTMENT** agrees to provide $35,545,148. The **CITY** agrees that local funds shall be used to provide their obligation of non-participating items with an approximate cost of $963,200 which shall be deposited with the **DEPARTMENT** prior to the advertisement for bids.

**Non-Participating Items:**

- See Attached Travel Plaza Additional Cost Table $899,520
- 850(D) 1510 Special Signs 16@$4,000

**5.2** Non-Participating Items shall be bid as an Add-Alternate. The **DEPARTMENT** and **CITY** will have the right to review bid pricing for the Non-Participating Items and will have input on award of Add-Alternate portion of the work.

**5.2** It is understood by the **CITY** and the **DEPARTMENT** that the funding participation herein may be altered due to bid prices, construction supervision cost and other cost incurred during construction. The **CITY** will be responsible for payment of its required funding share within 45 days of receipt of a **DEPARTMENT** invoice. Upon final acceptance of this project, the amount of **DEPARTMENT** funds and the amount previously deposited by the **CITY** will be deducted from the total cost and a refund will be made by the **DEPARTMENT** to the **CITY** or additional funding will be requested from the **CITY**.

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**SECTION 6: PRIOR UNDERSTANDING**

**6.1** This agreement incorporates and reduces to writing all prior understandings, promises, agreements, commitments, covenants, or conditions, and constitutes the full and complete understanding and contractual relationship of the parties.

**SECTION 7: AMENDMENTS OR MODIFICATION OF AGREEMENT**

**7.1** No changes, revisions, amendments or alterations in the manner, scope, or type of work or compensation to be paid by the **DEPARTMENT** shall be effective unless reduced to writing and executed by the parties with same formalities as are observed in the execution of this agreement.

**SECTION 8: GOVERNING LAW AND VENUE**

**8.1** Any claims, disputes or litigation relating to the solicitation, execution, interpretation, performance, or enforcement of this agreement shall be governed by the laws of the State of Oklahoma and the applicable rules, regulations, policies, and procedures of the Oklahoma Transportation Commission. Venue for any action, claim, dispute or litigation, mediation or arbitration shall be in Oklahoma County, Oklahoma.

**SECTION 9: DISPUTE RESOLUTION**

**9.1** The parties hereto have entered into this agreement in the State of Oklahoma and the laws of the State of Oklahoma shall apply. The parties agree to bargain in good faith in direct negotiation to achieve resolutions of any dispute and, if such efforts are unsuccessful, to retain a neutral mediation service to mediate the dispute prior to filing court action. Mediation shall be conducted in the city of Oklahoma City area and the costs of such mediation shall be borne equally by the parties. If mediation is not successful, venue for any action brought to enforce the terms of this agreement shall be Oklahoma County, State of Oklahoma. Each party shall bear any costs and attorney fees incurred by that party in such litigation.

**SECTION 10: TERMINATION**

**10.1** This agreement may be terminated by any of the following conditions:

**10.1.1** By mutual agreement and consent, in writing of both parties.

**10.1.2** By the **DEPARTMENT** by written notice to the **CITY** as a consequence of failure to perform the services set forth herein in a satisfactory manner.

**10.1.3** By either party, upon the failure of the other party to fulfill its obligations as set forth herein.

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**10.1.4** By the **DEPARTMENT** for reasons of its own and not subject to the mutual consent of the **CITY** upon five (5) days written notice to the **CITY**.

**10.1.5** By satisfactory completion of all services and obligations described herein.

**10.2** The termination of this agreement shall extinguish all rights, duties, obligations and liabilities of the **DEPARTMENT** and the **CITY** under this agreement. If the potential termination of this agreement is due to the failure of either the **DEPARTMENT** or the **CITY** to fulfill their obligation as set forth herein, the non-breaching party will notify the party alleged to be in breach that possible breach of agreement has occurred. The party alleged to be in breach should make a good faith effort to remedy that breach as outlined by non-breaching party within a period mutually agreed by each party.

## SECTION 11: RECORDS

**11.1** The **CITY** is to maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and to make such materials available at its respective offices at all reasonable times, during the agreement period and for three (3) years from the date of final payment under the agreement, for inspection by the **DEPARTMENT** and the State Auditor and Inspector, and copies thereof shall be furnished to the **DEPARTMENT** if requested.

## SECTION 12: NOTICES

**12.1** All notices, demands, requests, or other communications which may be or are required to be given, served or sent by either party to the other pursuant to this agreement shall be in writing and shall be deemed to have been properly given or sent:

**12.1.1** If intended for the **DEPARTMENT**, by mailing first class mail or, if sender prefers, by registered or certified mail, return receipt requested, with postage prepaid addressed to:

Oklahoma Department of Transportation
Division 1 Engineer
Chris Wallace
2800 S 32nd St
Muskogee, OK 74401

**12.1.2** If intended for the **CITY**, by mailing by first class mail or, if sender prefers, by registered or certified mail, return receipt requested, with postage prepaid, addressed to:

DRAFT

City of Muskogee
Mayor Cale
100 E. Broadway S
P.O. Box 1927
Muskogee OK 74402

**SECTION 13: HEADINGS**

**13.1** Article headings used in this agreement are inserted for convenience of reference only and shall not be deemed a part of this agreement for any purpose.

**SECTION 14: BINDING EFFECTS**

**14.1** This agreement shall be binding upon and inure to the benefit of the **DEPARTMENT** and the **CITY**, severally, and shall be binding upon their successors and assigns, respectively, subject to the limitations of Oklahoma law.

**SECTION 15: SEVERABILITY**

**15.1** If any provision, clause, or paragraph of this agreement or any document incorporated by reference shall be determined invalid by a court of competent jurisdiction, such determination shall not affect the other provisions, clauses, or paragraphs of this agreement which are not affected by the determination. The provisions, clauses, or paragraphs of this agreement and any documents incorporated by reference are declared severable.

**SECTION 16: EFFECTIVE DATE**

**16.1** This agreement shall become effective on the date of execution by the **DEPARTMENT's** Deputy Director/Chief Engineer or designee as the last party to execute this agreement.

**THIS SPACE LEFT INTENTIONALLY BLANK**

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**IN WITNESS WHEREOF,** the Deputy Director of the **DEPARTMENT** or designee, pursuant to authority vested by the Transportation Commission, has hereunto subscribed his name as Deputy Director of the **DEPARTMENT** and the **CITY** have each severally executed same pursuant to authority prescribed by law. The **CITY** on the ___ day of _____, 20____, and the **DEPARTMENT** on the ___ day of _____, 20____.

**CITY OF MUSKOGEE**

**Reviewed For Form And Legality:**

_____
City Attorney Date

**Attest:**

_____ _____
City Clerk Date Mayor Date

**STATE OF OKLAHOMA DEPARTMENT OF TRANSPORTATION**

**Recommended For Approval:** **Approved As To Form And Legality:**

_____ _____
Division 1 Engineer Date General Counsel Date

**Approved:**

_____
Deputy Director Date

DRAFT

**TRAVEL PLAZA - ADDITIONAL COST**

**U.S. 69 HIGHWAY**

**MUSKOGEE MUNICIPAL AUTHORITY**

**MUSKOGEE, OKLAHOMA**

2/4/2026

| **CONSTRUCTION COST ESTIMATE** | **TOTAL COST** | **$ 899,519.65** |
|---|---|---|

## SUMMARY OF PAY QUANTITIES (ROADWAY)

| ITEM | | DESCRIPTION | UNIT | QUANTITY | UNIT COST | TOTAL |
|---|---|---|---|---|---|---|
| 202(A) | 2200 | UNCLASSIFIED EXCAVATION | CY | 2,000.00 | $ 12.00 | $ 24,000.00 |
| 303(A) | 1200 | 8" AGG. BASE TYPE A | CY | 1,130.00 | $ 60.00 | $ 67,800.00 |
| 317 | 7100 | CEMENT TREATED BASE | SY | 5,085.00 | $ 17.50 | $ 88,987.50 |
| 325 | 0100 | SEPARATOR FABRIC | SY | 5,085.00 | $ 2.00 | $ 10,170.00 |
| 408 | 8100 | PRIME COAT | GAL | 2,717.00 | $ 3.50 | $ 9,509.50 |
| 414(A) | 5200 | P.C.CONCRETE PAVT., (PLACEMENT) | SY | 1,076.00 | $ 20.00 | $ 21,520.00 |
| 414(B) | 5300 | DOWEL JOINTED P.C.C. PAVT., (PLACEMENT) | SY | 4,009.00 | $ 26.00 | $ 104,234.00 |
| 414(G) | 5800 | P.C.CONCRETE FOR PAVEMENT | CY | 1,766.00 | $ 165.00 | $ 291,390.00 |
| 609(A) | 4230 | CONC. CURB (6" BARRIER-INTEGRAL) | LF | 3,613.00 | $ 10.00 | $ 36,130.00 |
| 611(A) | 7210 | MANHOLE (4' DIA.) | EA | 1.00 | $ 4,000.00 | $ 4,000.00 |
| 611(G) | 7864 | PRECAST INLET CI DES. 2 (STD) | EA | 5.00 | $ 6,500.00 | $ 32,500.00 |
| 613(A) | 5208 | 18" R.C. PIPE CLASS III | LF | 190.00 | $ 80.00 | $ 15,200.00 |
| 613(A) | 5216 | 24" R.C. PIPE CLASS III | LF | 660.00 | $ 105.00 | $ 69,300.00 |
| 619(B) | 6384 | REMOVAL OF ASPHALT DRIVEWAY | SY | 640.00 | $ 5.00 | $ 3,200.00 |
| 856(A) | 8203 | (SP) TRAFFIC STRIPE(PLURAL-COMPONENT)(4" WIDE) | LF | 2,500.00 | $ 1.70 | $ 4,250.00 |
| | | | | *SUB-TOTAL* | | $ 782,191.00 |
| | | | | *CONTINGENCY* | *15%* | $ 117,328.65 |
| | | | | ***ESTIMATE TOTAL*** | | ***$ 899,519.65*** |

**Public Works Committee** **28.**

**Meeting Date:** 04/13/2026

**Submitted For:** Avery Rigney, Public Works

**Initiator:** Avery Rigney, Asst. Public Works Director

**Department:** Public Works

**Staff Information Source:**

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**Information**

**AGENDA ITEM TITLE:**

Consider approval to authorize the City Manager to negotiate and execute an agreement with the Oklahoma Department of Transportation for payment of the utility relocation costs for the Highway 69 Widening Project, Project No. NHPP-013N(237)FP, Job Piece No. 27108(04), or take other necessary action. (Mike Stewart)

**BACKGROUND:**

Utilities such as water and sewer are owned by the City. They are located either within road right of way or easement. Right of way is publicly owned land that is in place on either side of the road for utilities and regulatory signage to be housed. Utility easements are publicly owned agreements on private property that serve the same function. This makes a big difference when it comes to a road widening project. When a utility is in an easement, it is the duty of the "road widening party" to fund the relocation, which is why the City typically has to pay to get gas lines moved in our projects. When utilities are in the ROW, it is the duty of the utility company, in this case the City, to move the utilities at their own cost for the party doing the widening. This is the law.

In this case our utilities are located within highway ROW and therefore are the responsibility of the City to move. The engineer's estimate is $5,000,000.00 to relocate water and sewer. The City and ODOT are working towards an agreement that will allow the City to make annual payments to ODOT rather than an upfront payment for the full amount. Since this project has not been bid the final cost is unknown. It is the intent of the City to make $500,000 payments every year until the payments reach the total cost of the utility relocation. Just as with any relocation project all of the infrastructure will be new.

This is not a loan, there is no interest associated with this. This is strictly a payment plan to ensure ODOT is compensated for moving and replacing City utilities. Our legal team has reviewed the document and has recommended changes to ODOT, which are under review. Attached to this agenda item is an agreement for a project in another County that ODOT has used. This template is attached so that Council can see the spirit of the agreement while the particulars are negotiated.

**RECOMMENDED ACTION:**

Approve

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**Fiscal Impact**

**Attachments**

TEMPLATE AGREEMENT- NOT ACTUAL AGREEMENT

FEDERAL AID PROJECT NO. NHPP-245N(087)PM
STATE JOB NO. 34333(08) CONST (12) UTL
MCCURTAIN COUNTY

# UTILITY RELOCATION CONTRACT

This contract made and entered into this ___ day of_____, 20___ by and between _____, hereinafter "Contractor", _____, hereinafter "Engineer", and the **State of Oklahoma** "**Oklahoma Department of Transportation**", hereinafter "State", and the **McCurtain County RWD #6** "Owner";

W I T N E S E T H:

WHEREAS, the Owner of the following described personal property: Potable Water Lines and Appurtenances within highway project NHPP-245N(087)PM, J/P 34333(08)(12) Utilities, further described as US-259: from approximately 0.12 miles south of US-259A south Junction of US-259, extending north approximately 2.28 miles; and

WHEREAS, it has been necessary for the State to require the relocation all or a portion of the above, described property for highway construction purposes and has ordered the Owner to relocate and/or adjust said property to meet these requirements; and

WHEREAS, the Owner desires to employ said Contractor for the purpose of relocating the above-mentioned personal property to other location or locations to be designated by the Owner and to employ said Engineer to perform the required engineering for this project, in accordance with the terms and conditions hereinafter set forth; and

WHEREAS, the Owner desires that the State pay for such Contracts for which the Owner will reimburse the State over a period of time as shown herein:

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

1. Engineer agrees to perform all the necessary engineering and supervision under this contract in accordance with the approved engineering service rates with a "cost-not-to-exceed" amount, to wit: $ be paid by the State for actual time expended on these services, not to exceed this amount.

2. Contractor agrees to furnish all materials, construct and make fully operative in a new location all personal property listed on Owner's "Drawings" attached hereto and made a part hereof by reference.

3. Contractor agrees to perform all the necessary and required work provided for under the terms of this contract in accordance with unit prices as submitted in the Contractor's Bid Proposal, to wit: , for which the sum shall be paid by the State.

4. The Contractor assumes all liability for safe transportation, loss or damage and will hold the Owner harmless against all loss, cost, damages, or injury growing out of or accruing from his performance of the Contract.

5. Contractor agrees to secure and keep in force at all times during the term of this contract, as a minimum, the following kinds and limits of insurance, covering Contractor's trucks, equipment and labor:

| | |
|---|---|
| Public Liability | $1,000,000 |
| Property Damage | $ 250,000 |
| Workmen's Compensation – as required by law | |

Certificates of Insurance shall be furnished to the State and to the Owner prior to the beginning of the relocations. Contractor agrees to comply with provisions set forth in Owner's "Standard Specifications for Construction of Potable Water Lines and Appurtenances" attached hereto and made a part hereof by reference.

6. Owner shall have the right to inspect the personal property being relocated.

7. Contractor agrees to relocate all Owner's personal property within 180 Days after the contract is awarded. Contractor further agrees that he will complete the transportation and labor required under the terms of this agreement. If Contractor fails to perform said contract within the prescribed time, he shall pay to the State, as liquidation damages ascertained and agreed and not in the nature of a penalty, the sum of **Five Hundred Dollars ($500.00) per calendar day**, which sum shall be deductible from the Final Payment due said Contractor.

8. Upon execution of this Contract and prior to commencement of work under this Contract, Contractor agrees to obtain, execute and furnish to the Owner and to the State, a performance bond with a limited surety company, authorized to do business in the State of Oklahoma, as the facts warrant.

9. Partial and Final Payments may be made by the State in accordance with the "Special Provisions of the Specifications". Partial Payments are subject to corrections and are to be made the month following discovery of the error, and the payment shall not in any respect be taken as an admission of acceptance of the work or release of the Contractor or Engineer of their responsibility under the Contract.

10. Final Payment shall be due upon full and satisfactory completion of the work under this contract and will be made by the State upon approval and acceptance in writing by the Owner. Final Payment will not be made until said approval is obtained from the Owner and the completion by the "Oklahoma Department of Transportation's Audit Branch" of a full audit.

11. Parties stipulate and covenant that the Owner does not, by the acceptance of this contract or by the supervision of the work hereunder, assume any liability for Contractor's charges, except as otherwise set out herein, and Contractor and Engineer agree to obtain their total compensation by agreement with the State.

12. Owner acknowledges and agrees to the terms and condition as set out in this contract. Owner further acknowledges its obligation to reimburse the State for the cost of this contract relocating said Potable Water Lines and Appurtenances as stated in 69 O.S. supp. 2009 § 1403 and other applicable law.

13. Owner agrees that once a final billing of the costs associated with the relocation of the Owner's personal property set forth herein is received from the State, to pay the sum of **$163,456.90** to the State, Payable in monthly installments of **One Thousand Three Hundred Sixty-Two Dollars and Thirteen cents ($1,362.13) per month**, beginning on the first day of the month following the delivery to the Owner of the final billing, and payable in full within ten (10) years from receipt thereof.

14. This Contract contains the entire agreement of the parties and incorporates any and all oral agreements shall. This Contract shall be changed or amended only in writing executed by all parties hereto, and the parties hereby further stipulate that neither party shall rely upon or be bound by any oral agreement in derogation hereof and no such agreement shall be enforceable. This Contract is personal to all parties and not subject to transfer by any of said parties.

THIS CONTRACT shall be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed in seven original copies, an executed copy of which was received by each of the parties the day and year first above set forth.

**"CONTRACTOR"**

_____

ATTEST:

_____ by: _____

OWNER (Name & Title)

## AFFIDAVIT

STATE OF OKLAHOMA )
) SS.
COUNTY OF _____ )

_____, of lawful age, being first duly sworn, on oath says that he (she) is the agent authorized by _____to submit the attached Contract to the State of Oklahoma. Affiant further states that Contractor had not paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in the procuring of the Contract

Subscribed and sworn to before me this _____ day of _____, 20___.

_____
Notary Public

My Commission Expires _____, 20____.

**"ENGINEER"**

_____

ATTEST:

_____ by: _____

OWNER (Name & Title)

## AFFIDAVIT

STATE OF OKLAHOMA )

) SS.

COUNTY OF _____)

_____, of lawful age, being first duly sworn, on oath says that he (she) is the agent authorized by _____to submit the attached Contract to the State of Oklahoma. Affiant further states that Engineer had not paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in the procuring of the Contract

Subscribed and sworn to before me this ___ day of _____, 20___.

_____

Notary Public

My Commission Expires_____, 20____.

**"OWNER"**

_____

ATTEST:

_____ by: _____

CHAIRPERSON (Name & Title)

## AFFIDAVIT

STATE OF OKLAHOMA )
) SS.
COUNTY OF_____ )

BEFORE ME, the undersigned, a Notary Public in and for said County and State on this ___ day of _____, 20___, personally appeared _____, to me known to be the identical person who subscribed the name and maker thereof to the foregoing Contract as McCurtain County RWD #6 and acknowledged to me that he(she) executed the same as his(her) free and voluntary act and deed of the McCurtain County RWD #6 for the uses and purposes therein set forth.

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

_____
Notary Public

My Commission Expires _____, 20____.

**DEPARTMENT OF TRANSPORTATION**
**STATE OF OKLAHOMA**
**"STATE"**

_____

by: _____
Ken Phillips, Chief, R/W & Utilities

## AFFIDAVIT

STATE OF OKLAHOMA )
) SS.
COUNTY OF_____ )

BEFORE ME, the undersigned, a Notary Public in and for said County and State on this ___ day of _____, 20___, personally appeared _____, to me known to be the identical person who subscribed the name of the Department of Transportation, **State of Oklahoma** to the above and foregoing Contract as its duly appointed representative, Chief of the Right of Way and Utilities Division, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of the Department of Transportation, State of Oklahoma for the uses and purposes therein set forth.

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

_____
Notary Public

My Commission Expires _____, 20____.

IN WITNESS WHEREOF, we have hereunto set our hands and seals, the Authority on the ____ day of _____, 20___, and the State on the ___ day of _____, 20___.

**McCurtain County RWD #6**
**"Board Director"**

_____
Board Director

**DEPARTMENT OF TRANSPORTATION**
**STATE OF OKLAHOMA**
**"STATE"**

_____
DIRECTOR

**Public Works Committee** **29.**

**Meeting Date:** 04/13/2026

**Submitted For:** Avery Rigney, Public Works

**Initiator:** Avery Rigney, Asst. Public Works Director

**Department:** Public Works

**Staff Information Source:**

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**Information**

**AGENDA ITEM TITLE:**

Consider approval for the City Manager to negotiate and execute an agreement between the Federal Highway Administration and the City of Muskogee for the *Safe Streets For All Grant (SS4A)* in the amount of $304,500.00 in grant funding, with a City match of $76,000.00, or take other necessary action. (Mike Stewart)

**BACKGROUND:**

In the March Council cycle, the City accepted a grant from FHA for a SS4A grant. This is a housekeeping item to ensure that the City is authorized by Council to enter into this agreement upon receiving the funds. This agreement is to ensure that we use the grant funds on eligible expenses based on what we applied for and were awarded.

The SS4A grant is a capital improvement grant in which the town will be assessed for safety and other factors in our street network and allow for the City to look at safe routes to school grants and planning programs to set forth capital improvement projects for walkability, multimodal transportation and general safety in the street network.

**RECOMMENDED ACTION:**

Approve

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**Fiscal Impact**

**Attachments**

draft agreement

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**1. Federal Award No.**

**2. Effective Date**
See No. 16 Below

**3. Assistance Listings No.**
20.939

**4. Award To**
City of Muskogee
229 W. Okmulgee Ave.
Muskogee, OK 74401

Unique Entity Id.: VR2NNSXENHU3
TIN No.: 73-6005340

**5. Sponsoring Office**
U.S. Department of Transportation
Federal Highway Administration
Office of Safety
1200 New Jersey Avenue, SE
HSSA-1, Mail Drop E71-117
Washington, DC 20590

**6. Period of Performance**
Effective Date of Award – 09/30/2028

**7. Total Amount**

| | |
|---|---|
| Federal Share: | $304,000 |
| Recipient Share: | $76,000 |
| Other Federal Funds: | $0 |
| Other Funds: | $0 |
| Total: | $380,000 |

**8. Type of Agreement**
Grant

**9. Authority**
Section 24112 of the Infrastructure Investment and Jobs Act (IIJA, Pub. L. 117–58, November 15, 2021)

**10. Procurement Request No.**
HSA250102PR

**11. Federal Funds Obligated**
$304,000

**12. Submit Payment Requests To**
See Article 5.

**13. Accounting and Appropriations Data**
**[insert Data]**

**14. Description of the Project**

The City of Muskogee, utilizing a consulting firm, will develop a comprehensive safety action plan and supplemental safe routes to school and non-motorist safety action plans for the city.

**RECIPIENT**

**15. Signature of Person Authorized to Sign**

_____

Signature Date

Name: Patrick Cale

Title: Mayor

**FEDERAL HIGHWAY ADMINISTRATION**

**16. Signature of Agreement Officer**

_____

Signature Date

Name: Veronica R. Jacobson

Title: Agreement Officer

**U.S. DEPARTMENT OF TRANSPORTATION**

**GRANT AGREEMENT UNDER THE**
**FISCAL YEAR 2024 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM**

This agreement is between the United States Department of Transportation's (the "**USDOT**") Federal Highway Administration (the "**FHWA**") and the City of Muskogee (the "**Recipient**").

This agreement reflects the selection of the Recipient to receive a Safe Streets and Roads for All ("**SS4A**") Grant for the Safe Streets and Roads for All Safety Action Plan: Muskogee, Oklahoma

The parties therefore agree to the following:

## ARTICLE 1
## GENERAL TERMS AND CONDITIONS

### 1.1 General Terms and Conditions.

(a) In this agreement, "**General Terms and Conditions**" means the content of the document titled "General Terms and Conditions Under the Fiscal Year 2024 Safe Streets and Roads for All ("SS4A") Grant Program," dated November 4, 2025, which is available at https://www.transportation.gov/grants/ss4a/grant-agreements under "Fiscal Year 2024." Articles 7–33 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.

(b) The Recipient acknowledges that it has knowledge of the General Terms and Conditions. Recipient also states that it is required to comply with all applicable Federal laws and regulations including, but not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200); National Environmental Policy Act (NEPA) (42 U.S.C. § 4321 et seq.); and Build America, Buy America Act (IIJA, div. G §§ 70901-27).

(c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient's non-compliance with the General Terms and Conditions may result in remedial action, termination of the SS4A Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the FHWA the SS4A Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

## ARTICLE 2
## APPLICATION, PROJECT, AND AWARD

### 2.1 Application.

Application Title: Safe Streets and Roads for All Safety Action Plan: Muskogee, Oklahoma

Application Date: 05/15/2024

### 2.2 Award Amount.

SS4A Grant Amount: $304,500

### 2.3 Federal Obligation Information.

Federal Obligation Type: Single

### 2.4 Budget Period.

Budget Period: See Block 6 of Page 1

### 2.5 Grant Designation.

Designation: Planning

## ARTICLE 3
## SUMMARY PROJECT INFORMATION

### 3.1 Summary of Project's Statement of Work.

Planning and Demonstration Narrative:

The project will be completed in one phase.

Development of the plan will be undertaken by a multi-sectoral task force with representation from city, business, nonprofits, and community groups focused on transportation safety. The process will begin with the formalization of leadership support through council's adoption of a vision zero resolution. We will enlist a consultant to conduct a thorough safety assessment, guide public engagement, and develop plan documents. Widespread community engagement efforts will seek to include all segments of the community to ensure selected strategies meet the safety needs of all residents. Current policies and processes around infrastructure development and maintenance, enforcement, and public education will be assessed and updated, and new policies and processes will be developed where needed to eliminate fatalities and injuries in the event of a crash.

We will use the findings from the assessment to identify high-impact strategies such as infrastructure improvements, behavior change campaigns, and enforcement initiatives. Throughout the process and following completion of the plan, progress and outcomes will be regularly communicated to ensure all segments of the community are well informed.

Supplemental Planning. A supplemental Safe Routes to School (SRTS) planning effort will identify safety needs at school campuses in Muskogee. This effort will provide a safety analysis of the streets traversed by students, and will engage school staff, students, parents, and residents to ensure all voices are heard. Evidence-based and innovative strategies for infrastructure, policy, education, and

enforcement will be identified and included in the comprehensive action plan. Additionally, the SRTS plan will be attached as an appendix to the comprehensive plan.

A city-wide non-motorist safety plan will be created and appended to the comprehensive safety action plan. This plan will focus on the safety needs of pedestrians, cyclists, and micro mobility users and will ensure the needs of these users are reflected in the main body of the comprehensive action plan. This process will leverage the safety analysis conducted in the main planning effort and will also include all elements of the planning process: public engagement, review of the existing complete streets policy, and identification and selection of evidence based and innovative strategies for infrastructure, policy, education, and enforcement around non-motorized transportation uses.

These activities will inform the comprehensive action plan by aiding in the selection of evidence-based and innovative strategies.

### 3.2 Project's Estimated Schedule.

**Action Plan & Supplemental Plan Schedule**

| Milestone | Schedule Date |
|---|---|
| Planned Final Plan Publicly Available Date: | 8/1/2028 |
| Planned SS4A Final Report Date: | 9/30/2028 |

### 3.3 Project's Estimated Costs.

(a) Eligible Project Costs

| Eligible Project Costs | |
|---|---|
| SS4A Grant Amount: | $304,000 |
| Other Federal Funds: | $0 |
| State Funds: | $0 |
| Local Funds: | $76,000 |
| In-Kind Match: | $0 |
| Other Funds: | $0 |
| Total Eligible Project Cost: | $380,000 |

(b) Reserved

(c) Indirect Costs

Indirect costs are allowable under this Agreement in accordance with 2 CFR part 200 and the Recipient's approved Budget Application. In the event the Recipient's indirect cost rate changes, the Recipient will notify FHWA of the planned adjustment and provide supporting documentation for such adjustment. This Indirect Cost provision does not operate to waive the limitations on Federal funding provided in this document. The Recipient's indirect costs are allowable only insofar as they do not cause the Recipient to exceed the total obligated funding.

## ARTICLE 4

## CONTACT INFORMATION

### 4.1 Recipient Contact(s).

Avery Rigney
Assistant Public Works Director
City of Muskogee
301 S. Cherokee, Muskogee, OK 74401
918-684-6333
arignery@muskogeeonline.org

### 4.2 Recipient Key Personnel.

| Name | Title or Position |
|---|---|
| Avery Rigney | Assistant Public Woks Director |
| Dennis Read | Treasurer, City of Muskogee |

### 4.3 USDOT Project Contact(s).

Safe Streets and Roads for All Program Manager
Federal Highway Administration
Office of Safety
HSSA-1, Mail Stop: E71-117
1200 New Jersey Avenue, S.E.
Washington, DC 20590
202-366-2822
SS4A.FHWA@dot.gov

and

Agreement Officer (AO)
Federal Highway Administration
Office of Acquisition and Grants Management
HCFA-42, Mail Stop E62-310
1200 New Jersey Avenue, S.E.
Washington, DC 20590
HCFASS4A@dot.gov

and

Division Administrator – Oklahoma
Agreement Officer's Representative (AOR)
Federal Highway Administration
5801 N Broadway Extension, Suite 300
Oklahoma City, OK 73118
405-254-3300
hdaok@dot.gov

and

Huy Nguyen
Division Office Lead Point of Contact
Safety Engineer
Federal Highway Administration
5801 N Broadway Extension, Suite 300
Oklahoma City OK 73118
405-254-3300
huy.nguyen@dot.gov

## ARTICLE 5
## USDOT ADMINISTRATIVE INFORMATION

### 5.1 Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: FHWA Office of Acquisition and Grants Management

SUBAWARDS AND CONTRACTS APPROVAL

Note: See 2 CFR § 200.331, Subrecipient and contractor determinations, for definitions of subrecipient (who is awarded a subaward) versus contractor (who is awarded a contract).

Note: Recipients with a procurement system deemed approved and accepted by the Government or by the Agreement Officer (the "AO") are exempt from the requirements of this clause. See 2 CFR 200.317 through 200.327. Note: This clause is only applicable to grants that do not include construction.

In accordance with 2 CFR 200.308(f)(6), the recipient or subrecipient shall obtain prior written approval from the USDOT agreement officer for the subaward, if the subaward activities were not proposed in the application or approved in the Federal award. This provision is in accordance with 2 CFR 200.308 (f)(6) and does not apply to procurement transactions for goods and services. Approval will be issued through written notification from the AO or a formal amendment to the Agreement.

The following subawards and contracts are currently approved under the Agreement by the AO. This list does not include supplies, material, equipment, or general support services which are exempt from the pre-approval requirements of this clause.

### 5.2 Reimbursement Requests

(a) The Recipient may request reimbursement of costs incurred within the budget period of this agreement if those costs do not exceed the amount of funds obligated and are allowable under the applicable cost provisions of 2 C.F.R. Part 200, Subpart E. The Recipient shall not request reimbursement more frequently than monthly.

(b) The Recipient shall use the DELPHI iSupplier System to submit requests for reimbursement to the payment office. When requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit supporting cost detail with the SF-270 (Request for Advance or Reimbursement) or SF-271 (Outlay Report and Request for Reimbursement for Construction Programs) to clearly document all costs incurred.

(c) The Recipient's supporting cost detail shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, travel, etc., and the Recipient shall identify the Federal share and the Recipient's share of costs. If the Recipient does not provide sufficient detail in a request for reimbursement, the Agreement Officer's Representative (the "**AOR**") may withhold processing that request until the Recipient provides sufficient detail.

(d) The USDOT shall not reimburse costs unless the AOR reviews and approves the costs to ensure that progress on this agreement is sufficient to substantiate payment.

(e) In the rare instance the Recipient is unable to receive electronic funds transfers (EFT), payment by EFT would impose a hardship on the Recipient because of their inability to manage an account at a financial institution, and/or the Recipient is unable to use the DELPHI iSupplier System to submit their requests for disbursement, the FHWA may waive the requirement that the Recipient use the DELPHI iSupplier System. The Recipient shall contact the Division Office Lead Point of Contact for instructions on and requirements related to pursuing a waiver.

(f) The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for Recipients.

## ARTICLE 6
## SPECIAL GRANT TERMS

**6.1** SS4A funds must be expended within five years after the grant agreement is executed and DOT obligates the funds, which is the budget period end date in section 10.3 of the Terms and Conditions and section 2.4 in this agreement.

**6.2** The Recipient demonstrates compliance with civil rights obligations and nondiscrimination laws, including Titles VI of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and Section 504 of the Rehabilitation Act, and accompanying regulations. Recipients of Federal transportation funding will also be required to comply fully with regulations and guidance for the ADA, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and all other civil rights requirements.

**6.3** SS4A Funds will be allocated to the Recipient and made available to the Recipient in accordance with FHWA procedures.

**6.4** The Recipient of a Planning and Demonstration Grant acknowledges that the Action Plan will be made publicly available and agrees that it will publish the final Action Plan on a publicly available website.

**6.5** The Recipient of a Planning and Demonstration Grant that involves a demonstration activity agrees to provide an assessment of each demonstration activity and update the existing Action Plan, which will incorporate the information gathered in the Action Plan's list of projects or strategies and/or inform another part of the existing Action Plan. The Recipient also agrees that demonstration activities are temporary in nature and must be removed and/or ended following the conclusion of the project if the

assessment of the demonstration activities does not affirm that the activities providesafety benefits.

**6.6** The Recipient acknowledges that it is required to conduct certain environmental analyses and to prepare and submit to FHWA, or State with applicable NEPA Assignment authority, documents required under NEPA, and other applicable environmental statutes and regulations before the Government will obligate funds for Option Phase 1 under this agreement and provide the Recipient with a written notice to proceed with Option Phase 1.

**6.7** The Government's execution of this agreement does not in any way constitute pre-approval or waiver of any of the regulations imposed upon Recipient under the applicable Federal rules, regulations and laws regarding SS4A projects undertaken in accordance with the terms and conditions of this agreement. The Recipient shall comply with all applicable Federal requirements before incurring any costs under this agreement.

**6.8** There are no other special grant requirements.

**ATTACHMENT A**
**PERFORMANCE MEASUREMENT INFORMATION**

**Study Area:** City of Muskogee, OK, city limits.

**Table 1: Performance Measure Table**

| Measure | Category and Description | Measurement Frequency and Reporting Deadline |
|---|---|---|
| Costs | Project Costs: Quantification of the cost of each eligible project carried out using the grant | Within 120 days after the end of the period of performance |
| Lessons Learned and Recommendations | Lessons Learned and Recommendations: Description of lessons learned and any recommendations relating to future projects or strategies to prevent death and serious injury on roads and streets. | Within 120 days after the end of the period of performance |

**ATTACHMENT B**
**CHANGES FROM APPLICATION**

**Scope**: The City has determined that the the traffic circle demonstration project was not needed and would not be feasible, and was therefore removed from the scope of work.

**Schedule**: The application schedule planned for 60 months to complete the work. However, the City descoped the demonstration activity so the project will require less time than originally planned. Accordingly, the schedule has been adjusted to 30 months and aligned with the anticipated execution date.

**Budget**: The City has adjusted the budget to reflect the descoping of the demonstration activity.

The table below provides a summary comparison of the project budget.

| | **Application** | | **Section 3.3** | |
|---|---|---|---|---|
| **Fund Source** | $ | % | $ | % |
| **Previously Incurred Costs (Non-Eligible Project Costs)** | | | | |
| Federal Funds | | | | |
| Non-Federal Funds | | | | |
| Total Previously Incurred Costs | | | | |
| **Future Eligible Project Costs** | | | | |
| SS4AFunds | $389,500 | 80% | $304,000 | 80% |
| Other Federal Funds | $0 | 0% | $0 | 0% |
| Non-Federal Funds | $97,375 | 20% | $76,000 | 20% |
| Total Future Eligible Project Costs | $486,875 | 100% | $380,000 | 100% |
| Total Project Costs | $486,875 | 100% | $380,000 | 100% |

**ATTACHMENT C**

[RESERVED]

**ATTACHMENT D**

**[RESERVED]**

**ATTACHMENT E**
**LABOR AND WORK**

## 1. Efforts to Support Good-Paying Jobs and Strong Labor Standards

The Recipient states that rows marked with "X" in the following table align with the application:

| | |
|---|---|
| | The Recipient or a project partner promotes robust job creation by supporting good-paying jobs directly related to the project with free and fair choice to join a union. *(Describe robust job creation and identify the good-paying jobs in the supporting narrative below.)* |
| | The Recipient or a project partner will invest in high-quality workforce training programs such as registered apprenticeship programs to recruit, train, and retain skilled workers, and implement policies such as targeted hiring preferences. *(Describe the training programs in the supporting narrative below.)* |
| | The Recipient or a project partner will partner with high-quality workforce development programs with supportive services to help train, place, and retain workers in good-paying jobs or registered apprenticeships including through the use of local and economic hiring preferences, linkage agreements with workforce programs, and proactive plans to prevent harassment. *(Describe the supportive services provided to trainees and employees, preferences, and policies in the supporting narrative below.)* |
| | The Recipient or a project partner will partner and engage with local unions or other worker-based organizations in the development and lifecycle of the project, including through evidence of project labor agreements and/or community benefit agreements. *(Describe the partnership or engagement with unions and/or other worker-based organizations and agreements in the supporting narrative below.)* |
| X | The Recipient or a project partner will partner with communities or community groups to develop workforce strategies. *(Describe the partnership and workforce strategies in the supporting narrative below.)* |
| | The Recipient or a project partner has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. *(Describe those actions in the supporting narrative below.)* |
| | The Recipient or a project partner has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the Project, will take relevant actions described in Attachment B. *(Identify the relevant actions from Attachment B in the supporting narrative below.)* |
| | The Recipient or a project partner has not taken actions related to the Project to improve good-paying jobs and strong labor standards and will not take those actions under this award. |

## 2. Supporting Narrative.

The City will identify local community partners such as Schools to support the study. The efforts will also involve outcome oriented training for the local workforce to reduce crashes and address traffic safety issues.

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**ATTACHMENT F**
**CRITICAL SECURITY INFRASTRUCTURE AND RESILIENCE**

**1. Efforts to strengthen the Security and Resilience of Critical Infrastructure against both Physical and Cyber Threats.**

The Recipient states that rows marked with "X" in the following table are accurate:

| | |
|---|---|
| | The Recipient demonstrates, prior to the signing of this agreement, effort to consider and address physical and cyber security risks relevant to the transportation mode and type and scale of the activities. |
| | The Recipient appropriately considered and addressed physical and cyber security and resilience in the planning, design and oversight of the project, as determined by the Department and the Department of Homeland Security. |
| | The Recipient complies with 2 CFR 200.216 and the prohibition on certain telecommunications and video surveillance services or equipment. |

**2. Supporting Narrative.**

N/A. This grant will not fund the purchase of Information and Technology and/or Operational Technology.

**ATTACHMENT G**

**RESERVED]**

**Public Works Committee** **30.**

**Meeting Date:** 04/13/2026

**Initiator:** Avery Rigney, Asst. Public Works Director

**Department:** Public Works

**Staff Information Source:**

---

**Information**

**AGENDA ITEM TITLE:**

Consider approval to accept an Out-of-Cycle Grant from the Muskogee Foundation for a water system evaluation and engineering report for water system improvements, in the amount of $1,200,000.00, or take other necessary action. (Mike Stewart)

**BACKGROUND:**

The Muskogee Foundation has chosen to invest in the City of Muskogee with $1.2m in grant funding, which in turn will be used by the City to pay for an engineering report on the overall water system from water rights, to WTP, to distribution.

This grant is for an overall system evaluation of the water treatment plant, water system, raw water line, distribution, elevated storage, and demand forecasts for industrial development. The City engaged with Cowan Engineering in 2017 to provide a water model and Capital Improvement Plan. The City has made a tremendous amount of upgrades to the water system, which is a great thing. This has shown to save the City about 2,000,000 gallons per day of water and a significant reduction in TTHMs and HAA5s, which are disinfection byproducts caused by aged water. Although making these changes is a great thing, and something to be proud of, by doing this it has caused our water model to fall out of date, one aspect of the grant will be to get that renewed. We are becoming much more visible to industrial developers in recent years and our industrial parks are a big reason for this. One challenge that the City faces is ensuring water supply can adequately supply prospective users without causing strain on the rest of the system. This is a 2-part challenge: what can the City make, and what can it send to the end user. This grant will allow us to evaluate what needs to happen, feasibility wise for the water treatment plant to expand, and what distribution issues exist as we continue to develop industry. When an industrial user wants to open, they submit a request for proposal, the City's industrial development team, Port Muskogee, needs to be able to respond to these RFPs with a supply capacity or a capital improvement plan for the user or the City to make to allow for the demands to be met. These plans would be generated from a report, funded by this grant.

**RECOMMENDED ACTION:**

Approve acceptence of the grant.

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**Fiscal Impact**

**Attachments**

*No file(s) attached.*

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**Public Works Committee** **31.**

**Meeting Date:** 04/13/2026
**Submitted For:** Avery Rigney, Public Works
**Initiator:** Avery Rigney, Asst. Public Works Director
**Department:** Public Works
**Staff Information Source:**

---

**Information**

**AGENDA ITEM TITLE:**

Consider approval for the City Manager to negotiate and execute a contract with Cowan Group Engineering, in the amount $1,186,213.00, for a water system evaluation and engineering report, or take other necessary action. (Mike Stewart)

**BACKGROUND:**

In 2017, Cowan engineering provided the City with a water model and capital improvement plan for the water system. The City has taken many of the CIP items and put them into action and we have seen marked improvements in our water freshness, number of leaks, and general water loss improvement. The City has been granted $1.2m from the Muskogee Foundation for an updated water model, an entire water system evaluation, and an engineering report.

A water model is an all-encompassing map of the system, which includes pressure planes, flows, and other important information for industrial development and ensuring continued improvement in our water system. The entire system analysis will include many items, ranging from flow rates, pressures, water loss, and demand forecasting in areas primed for development. This also takes into account what we will need as far as redundancy in raw water transmission, the capacity restraints at our plant, our elevated storage needs, and many other factors. The engineering report is a combination of everything discussed but includes the feasibility and groundwork for plant expansion. What can the City get as far as water rights? How much can we reasonably produce given the footprint of the plant with expansion being considered? What amount should the plant be expanded? And many other important items to line out to be prepared for when the time comes to expand the plant.

This will also allow us to continue to be competitive in the RFP markets for industrial development by providing the City with capital improvement plans that we can take action on to increase capacity in specific areas or that we can provide to prospective industries to ensure they know what needs to be done to ensure they can get the water they are requesting.

The agreement is undergoing minor adjustments in contract language with City Legal office and Cowan Legal office regarding language in a hyperlink containing terms of service; however, the scope and the price are not subject to change.

**RECOMMENDED ACTION:**

Approve

---

**Fiscal Impact**

## Attachments

Agreement

March 19, 2026

Mike Stewart
Public Works Director
City of Muskogee
301 South Cherokee Street
Muskogee, OK 74403

RE: Water Treatment Plant Evaluation and Engineering Report
Muskogee, Oklahoma

Dear Mr. Stewart:

Cowan Group Engineering, LLC (CGE) (Consultant) appreciates your interest in our professional services and welcomes the opportunity to present a proposal to you for professional engineering services for the subject project. The following outlines general project data and detailed scope of services for the subject project:

## GENERAL PROJECT DATA

Our proposal for services is based on the following site data:

- Project Name – Water Treatment Plant Engineering Report
- Project Location – 3500 Port Place, Muskogee, OK (See Attachment "A")
- Project Owner – Muskogee Public Works Authority (Owner or Authority)
- Project Type – Water Treatment and Distribution

## GENERAL CORRESPONDENCE & MEETINGS

- Owner to deliver to Consultant all record drawings, manuals, records, land surveys, sketches in electronic format

## PROJECT BACKGROUND

The Authority currently owns and operates its Water Treatment Plant (WTP) to treat drinking water for the citizens of the City of Muskogee and rural water customers through its 32 million gallon per day (MGD) water treatment plant. The Authority has concerns over the long-term capacity and sustainability of the current water treatment system as well as capacity of the distribution system due to growth. The Authority plans to investigate the water treatment system and develop an engineering report and provide an improvement plan as well as update the current water model to facilitate planning and growth. The purpose of the plan is to evaluate and investigate the City's WTP and distribution system to identify shortcomings and capital improvements necessary for the Authority's compliance with Oklahoma Department of Environmental Qualities and current growth.

The Consultant understands the scope of work shall include the investigation and evaluation of the water treatment plant and distribution system. The plan will be approved by the Authority and will be a basis for current and future Authority leaders. Below is a more specific understanding of the scope of work for the Water Treatment Plant Evaluation and Engineering Report:

**BASIC SCOPE OF SERVICES**

**Task 1 – Planning and Data Gathering**

- Coordinate one (1) kick-off meeting with Authority
- Review scope of work with Authority and Operations staff; develop short and long term goals
- Identify key communication protocols
- Identify the project milestones and schedule
- Secure and review latest plans, operation and maintenance manuals, records, and other WTP data
- Historic data gathering
- Conduct interview and workshop meetings with operations
- Logging past repairs and breaks within the WTP
- Field investigation and verification of as built plans for the WTP
- Update existing plans for confirmation of changes at the WTP
- Field survey verification of all structure elevations and pipe sizing at the WTP
- Condition assessment and recommendation
    - Raw water intake
    - Raw water pump station
    - Valves
    - Rapid mix
    - Filters
    - Clarifiers
    - Clearwells
    - Instrumentation and controls
    - Electric Source/Service
    - Generators
    - Pumps
    - Motors
    - Chemical feed
    - Sludge drying
    - Decant pumping
- Water quality and treatment analysis
- Pipe sizing confirmation and head loss calculations
- WTP flow model and hydraulic profile update

**Task 2 – Site Assessment and Field Investigation**

- Coordinate field visits with operations
- Location of existing boundary
- Call OKIE locates and survey located features
- Land survey to verify horizontal control, vertical control, land ties according Oklahoma State Plane coordinate system. Provide primary and secondary project control based on available NGS monumentation and/or ties to NGS CORS/OPUS. Project horizontal datum will be NAD1983 projected on Oklahoma State Plane Coordinates North Zone.
- Field topographic land survey for surface features including buildings, roads, railroads, drainage features, bridges, culverts, fences, driveways, poles, sidewalks, edge of tree groupings, fire hydrants, manholes, catch basins, existing utilities, etc. Locate above-ground natural and man-made features, including fences, and drainage structures. Existing underground utilities will be shown based upon available records and Call-Okie locates.
- Provide a grid of ground points along with break lines will be collected for the purpose of creating a digital terrain model (DTM) and provide contours at 1-foot intervals from the DTM data.

- Point cloud scanning of pipe gallery's and pump rooms
- Set and identify eight (8) benchmarks relative to NAVD 88 for vertical control
- Contact and locate each privately-owned Utility.
- Coordinate underground piping locations and provide a detailed drawing for each pipe to include, but not limited to, depth, size, type, surveyed location of findings.
- Review scope of work with Authority and Operations staff; develop short and long term goals
- Identify key communication protocols

**Task 3 – Condition Assessment/Mapping Updates**

- Field reconnaissance, capacity flow testing, and condition assessment of the existing WTP with operations staff including the following structures:
    - Mixing
    - Clarifiers
    - Filtration
    - Chemical Addition
        - Ferric
        - Chlorine
        - Copper Sulfate
    - Clearwells
    - High Service Pumping
    - Residuals Drying Lagoons
    - Decant Pump Station
    - Electrical Service and Distribution
    - Instrumentation and Controls System
    - General Site Considerations
    - Health and Safety
- Conduct interviews and workshop meetings with Operation staff to review existing system, past repairs and breaks, work orders and discuss overall WTP operations.
- Update hydrant locations and valves based on historical information
- Update piping locations for distribution system and compare with Muskogee atlas.
- Provide written summary of findings for incorporation into the report.
- Attend one (1) review meeting with Authority and operations.
- Develop high level process and hydraulic model to verify capacity and operation of WTP
- Evaluate residuals management plan
- Prepare summary of the hydraulics, operation, and capacity of the plan within the report

**Task 4 – Water Model Update**

- Attend and coordinate one (1) kick-off review meeting with City staff responsible for revenue, non-revenue customers, and any new potential water users
- Field verification of water tower, booster pumps, fire hydrants, and connections
- Recalibrate and develop Hydraulic Modeling Method
- Field pressure readings on selected fire hydrants to calibrate model
- Virtual Review meeting with Authority (as required)
- Update existing distribution system facilities
    - Pressure Zones
    - Water storage
    - Pump Stations
    - Storage Facilities
    - Fire Hydrant Data
- Map development of the existing water infrastructure
- Collection of survey data and importing into GIS

- Update map layers and attributes tables with pipe type and size as gathered from City staff
- Evaluate historical and projected population and water demands
- Coordinate with City for review and verification of existing mapping and infrastructure for modeling
- Update existing infrastructure facility data into InfoWater software including main water transmission lines, and water towers/tanks. Note: Only larger diameter transmission lines (6-inch and greater and selected 4-inch) will be modeled as part of this agreement. Smaller diameter lines will be considered only if they are integral to the overall hydraulic conditions of the system.
- Calibrate software model with field mapping, pumping data, tower information, and pressure testing of existing conditions
- Update hydraulic analysis model under multiple conditions (steady state, extended period, and fire flow demands)
- Attend meeting with City for initial findings
- Prepare recommendations for distribution system improvements, as identified within the model

**Task 5 – Alternative Evaluation**

- Evaluate three (3) alternatives for the Authority's WTP including:
    - Rehabilitate the existing WTP including the consideration of alternative treatment modifications
    - Constructing a new plant on the existing Authority property
    - WTP expansion to include an additional 10 MGD treatment capacity
- Evaluation of the three (3) alternatives include:
    - Treatment process alternatives
    - Verify processes through modeling
    - Cost comparison
    - Advantages/Disadvantages comparison
    - Environmental Impacts
    - Develop schematics
- Evaluation of alternatives for distribution system to include, but not limited to:
    - Additional line looping
    - Upgrade capacity of lines for growth and flow
    - Pressure zone analysis
    - Pump station improvements
    - Storage and capacity improvement recommendations
- Determine preferred alternative and present alternative evaluation to the Authority for consideration
- Incorporate into engineering report and develop recommendation

**Task 6 – Engineering Report and Capital Improvement Plan**

- Prepare and develop preliminary capital improvement plan (CIP) for chosen alternative
- Prepare conceptual opinion of probable costs for each alternative and breakdown per the CIP
- Meet with Authority on the proposed CIP
- Prepare and recommend construction improvement priorities/phasing
- Review financial and funding requirements for the subject projects
- Develop schedule for CIP
- Multiple scenarios for improvements recommendation and analysis
- Time value assessment of alternatives
- Consideration of environmental impacts
- Operations and maintenance estimates
- Advantages/disadvantages comparisons

- City Wide Hydraulic analysis updates
- Multiple scenarios included
- Growth plan and assessment
- City meetings to discuss current work orders and update line break maps
- Cost estimates for recommended improvements
- Water quality and age analysis update
- Population and growth trend analysis
- Water loss analysis update
- CIP update
- Pressure and flow verifications (data loggers)
- Conceptual plan layouts
- Multiple exhibits
- Conceptual construction estimates
- Provide phasing plan
- Provide schedule for completion
- Funding considerations and recommendations
- Coordination of notice of violation and coordination to ensure compliance
- Council communication meetings and City review
- Engineering report production and publication
- Presentation of the report to council and funding agencies, as required
- ODEQ consideration and communication
- Develop and incorporate items into a comprehensive Engineering Report for the review by the Authority
- Attend one (1) meeting with Authority to present the findings and draft report
- Incorporate Authority comments from preliminary report meeting
- Revise and prepare final capital improvement plan report
- Prepare and deliver seven (7) hard copies of the final capital improvement plan and engineering report
- Present final report and recommendations to Authority
- Submit final approved report to ODEQ for approval in response to the Authority's current Consent Order
- Address any comments received from ODEQ and resubmit

**ADDITIONAL SERVICES**

Other services that are not associated with the agreed Scope of Services shall be considered as additional services. Additional services would include Authority directed work that is clearly outside of the base contract. The fee structure for additional services shall be based on time and expense effort unless otherwise negotiated prior to services being rendered. See Attachment "B". Additional services may include the following, but not limited to:

- Subsurface or geotechnical investigations
- Subsurface utility engineering
- Phase I or II Environmental
- Water rate analysis or cost of service study
- Construction administration, engineering or inspection
- Design, coordination, and/or development of construction drawings
- Right of way or easement research
- Ownership or title examination
- Discharge permit preparation and approval
- Land Survey

**BASE CONTRACT FEE STRUCTURE (as outlined above)**

| ITEM | DESCRIPTION | FEE | |
|---|---|---|---|
| | **Basic Scope of Services** | | |
| | | | |
| 1 | Planning and Data Gathering | LS | $ 108,503 |
| 2 | Site Assessment and Field Investigation | LS | $ 165,779 |
| 3 | Condition Assessment/Mapping Updates | LS | $ 114,015 |
| 4 | Water Model Update | LS | $ 238,774 |
| 5 | Alternative Evaluation | LS | $ 190,800 |
| 6 | Engineering Report and Capital Improvement Plan | LS | $ 368,342 |
| | | | |
| | | **Total** | **$ 1,186,213** |

**SCHEDULE**

| | |
|---|---|
| Notice to Proceed | April 20, 2026 |
| Final Engineering Report | February 21, 2027 |

**ELIGIBLE EXPENSES**

The following expenses shall be considered as eligible expenses:

- Application and Review Fee(s) to Applicable Government Agency
- Cost of ownership list and/or title work required
- Travel expenses to include lodging, transportation & meals
- Shipping and postage
- Plotting and reproduction for progress meetings, presentations and submittals
- Large format scans (11" x 17" and larger documents)
- Large format colored plots (11" x 17" and larger documents)
- Board mounted presentation graphics

**COMPENSATION**

For BASIC CONTRACT engineering design services performed under this agreement, the Authority shall pay the Consultant **a fixed fee of $1,186,213** including reimbursable expenses as defined in the TOTAL BASE CONTRACT FEE STRUCTURE. Consultant will invoice on a monthly interval, and invoices are due and payable within 30 days of date of invoice. Invoices past due are subject to interest at the rate of 1½% per month.

**ATTACHMENTS**

As a supplement to this proposal please find the following documents:

- **Attachment "A" –** Project Location
- **Attachment "B" –** CGE 2026 Hourly Rate Schedule

**TERMS AND CONDITIONS**

See Cowan Group Engineering, LLC's Mandatory STANDARD TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES at https://www.cowangroup.co/terms .

If you concur with this proposal, please sign and date this letter, then return stating your approval for Cowan Group Engineering to begin work on this project. This proposal will become void after 60-days from the date submitted.

Should you have any questions, please contact Michael Taylor, PE, at 405.463.3369 or michael@cowangroup.co

Sincerely,

**COWAN GROUP ENGINEERING, LLC**

Jeff Cowan, P.E.
Principal | CEO

OWNER: **MUSKOGEE PUBLIC WORKS AUTHORITY**

_____

By: Kendall Francis
Title: City Manger

_____

By: Katrina Bodenhamer
Title: City Attorney

_____

By: Tammy L. Tracy,
Title: City Clerk

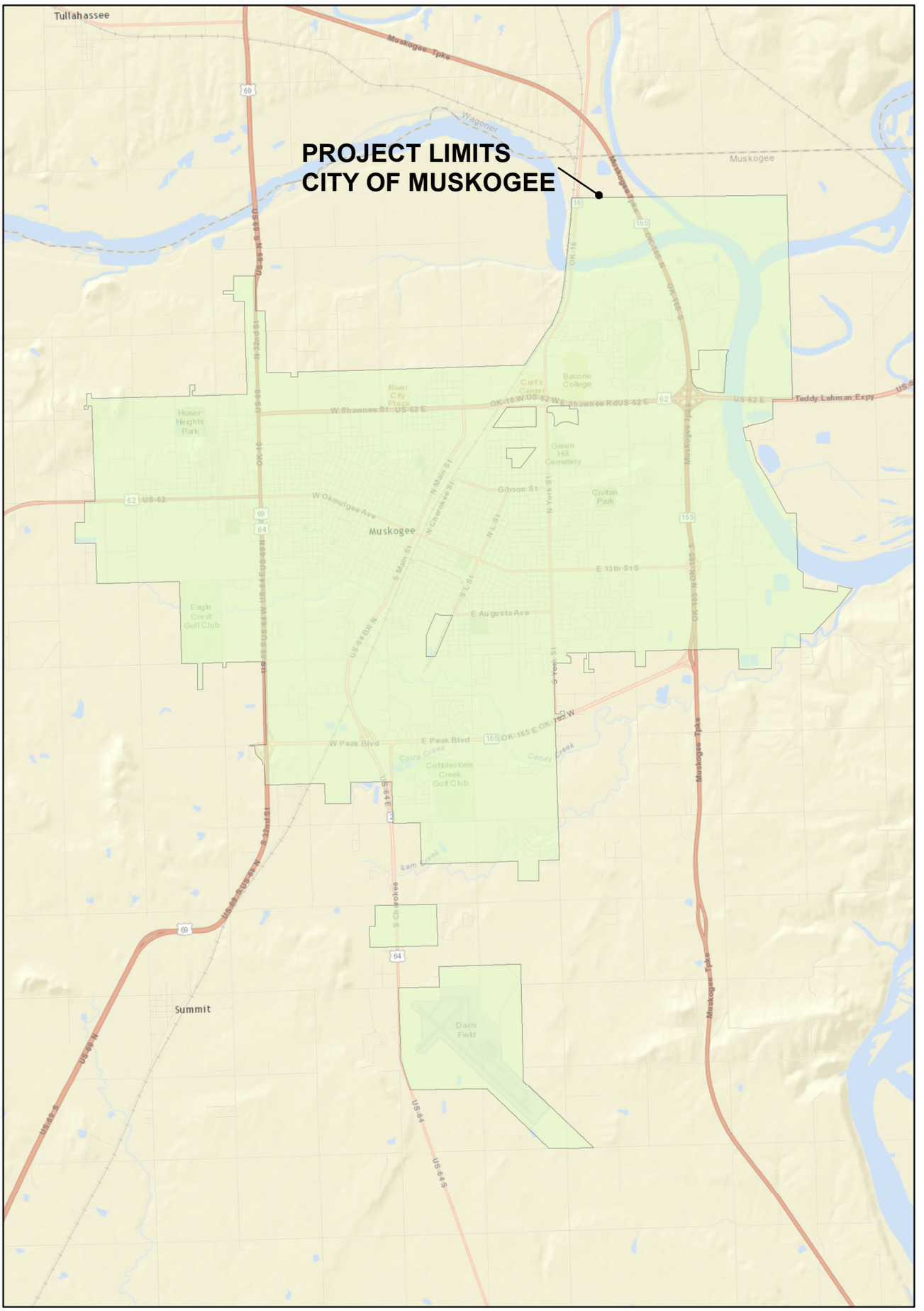
**NOTICE TO PROCEED**

The above proposal is understood and accepted. By accepting this proposal you are also agreeing to Cowan Group Engineering, LLC GENERAL CONDITIONS (PROFESSIONAL SERVICES).

By: _____ For: _____
(Signature) (Organization)

Printed Name: _____ Date: _____

# ATTACHMENT A



# ATTACHMENT “B”

# ENGINEERING SERVICES

2026 Rate Schedule

## SERVICES

| | |
|---|---|
| Principal | $319.00 |
| Associate | $289.00 |
| Client Manager | $264.00 |
| Team Lead | $253.00 |
| Project Manager II | $231.00 |
| Project Manager I | $222.00 |
| Project Engineer III | $215.00 |
| Project Engineer II | $197.00 |
| Project Engineer I | $184.00 |
| Engineer Level II | $169.00 |
| Engineer Level I | $157.00 |
| Engineering Technician IV | $176.00 |
| Engineering Technician III | $165.00 |
| Engineering Technician II | $150.00 |
| Engineering Technician I | $134.00 |
| CAD Technician I | $110.00 |
| GIS Technician I | $94.00 |
| Administrative | $134.00 |
| Clerical | $96.00 |
| Intern | $65.00 |

## EXPENSES

| | |
|---|---|
| Xerox Copies Letter or Legal | $0.15 per copy |
| Xerox Copies Ledger | $0.25 per copy |
| Plot Prints | $0.75 per S.F. |
| Color/Mylar Plot Prints | $1.75 per S.F. |
| Mileage | IRS Allowable |

*The rates and expenses described may be revised annually.*

# ATTACHMENT “B”

# LAND SURVEY SERVICES

2026 Rate Schedule

## SERVICES

| | |
|---|---|
| Principal | $319.00 |
| Survey Manager | $229.00 |
| Professional Land Surveyor II | $210.00 |
| Professional Land Surveyor I | $184.00 |
| Survey Field Manager | $165.00 |
| Survey Crew - Scanner | $356.00 |
| Survey Technician III | $176.00 |
| Survey Technician II | $165.00 |
| Survey Technician I | $94.00 |
| CAD Technician III | $131.00 |
| CAD Technician II | $120.00 |
| CAD Technician I | $110.00 |
| GIS Technician I | $94.00 |
| Administrative | $134.00 |
| Clerical | $96.00 |
| Intern | $65.00 |

## EXPENSES

| | |
|---|---|
| Xerox Copies Letter or Legal | $0.15 per copy |
| Xerox Copies Ledger | $0.25 per copy |
| Plot Prints | $0.75 per S.F. |
| Color/Mylar Plot Prints | $1.75 per S.F. |
| Mileage | IRS Allowable |

*The rates and expenses described may be revised annually.*

# ATTACHMENT “B”

# CONSTRUCTION ENGINEERING SERVICES

2026 Rate Schedule

## SERVICES

| | |
|---|---|
| Principal | $319.00 |
| Associate | $289.00 |
| Client Manager | $264.00 |
| Team Lead | $253.00 |
| Project Manager II | $231.00 |
| Project Manager I | $222.00 |
| Construction Engineer | $235.00 |
| Construction Manager | $190.00 |
| Resident Project Representative III | $135.00 |
| Resident Project Representative II | $115.00 |
| Resident Project Representative I | $95.00 |
| Administrative | $134.00 |
| Clerical | $96.00 |
| Intern | $65.00 |

## EXPENSES

| | |
|---|---|
| Xerox Copies Letter or Legal | $0.15 per copy |
| Xerox Copies Ledger | $0.25 per copy |
| Plot Prints | $0.75 per S.F. |
| Color/Mylar Plot Prints | $1.75 per S.F. |
| Mileage | IRS Allowable |

*The rates and expenses described may be revised annually.*

**Public Works Committee** **32.**

**Meeting Date:** 04/13/2026

**Initiator:** Avery Rigney, Asst. Public Works Director

**Department:** Public Works

**Staff Information Source:**

---

**Information**

**AGENDA ITEM TITLE:**

Consider approval to authorize the City Manager to negotiate and execute an agreement between the City of Muskogee and the Oklahoma Development Finance Authority relating to the P3 Program, for extension of a waterline to provide an interconnect for the Industrial Park Area, near the Hancock Street and US-165 Intersection, including Georgia Pacific, which is the third partner in the program, with ODFA funding $400,000.00, and Georgia Pacific funding $300,000.00, or take other necessary action. (Mike Stewart)

**BACKGROUND:**

This is a housekeeping item for the p3 project between Georgia Pacific, The City, and Oklahoma Department of Commerce. The ODFA is a branch of the ODOC and is funding $300,000.00 for a water line extension and interconnection to ensure continued water flow to the industrial area located between Chandler and Hancock along 45th St. This includes Georgia Pacific, who is a contributing partner in this project, for $400,000.00. The City will be responsible for the $6,000.00 closing fee, and a $1,000.00 annual fee. This project will consist of connecting the waterline on Hancock on either side of the US-165 overpass by boring underneath the highway. This will serve as a redundant source of water for several industries in town and will provide more looping in our system, which increases flow, pressure, and water quality.

P3 stands for Public/Private Partnership

**RECOMMENDED ACTION:**

Approve

---

**Fiscal Impact**

**Attachments**

p3 contract

---

# FUNDING AGREEMENT

**Between**

**THE OKLAHOMA DEVELOPMENT FINANCE AUTHORITY,**
**Authority,**

**And**

**City of Muskogee,**
**Public Entity**

**Relating to:**

**$300,000**
**The Oklahoma Development Finance Authority**
**Community Economic Development Pooled Finance Act**
**Oklahoma Business Expansion Incentive Program**
**Public-Private Partner Development Infrastructure Pool**
**(City of Muskogee – Infrastructure P3 Project)**
**Series 2025**

**Dated as of December 1, 2025**

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**FUNDING AGREEMENT**

**(OKLAHOMA BUSINESS EXPANSION INCENTIVE PROGRAM)**

**(CITY OF MUSKOGEE PROJECT, SERIES 2025)**

**THIS FUNDING AGREEMENT** (this "***Funding Agreement***") is made and entered into as of December 1, 2025, by and between **THE OKLAHOMA DEVELOPMENT FINANCE AUTHORITY**, a public trust and instrumentality of the State of Oklahoma (the "***Authority***"), and **City of Muskogee,** an Oklahoma municipal corporation the (***"Public Entity"***).

**RECITALS**

A. The Authority was organized pursuant to Title 60, Oklahoma Statutes 2021, Section 176 *et seq*., as amended, and Title 74, Oklahoma Statutes 2021, Section 5062.1 *et seq*., as amended (collectively, the "***ODFA Act***"), and is authorized and empowered, *inter alia*, to foster economic development within the State of Oklahoma (the "***State***"), by providing financing and other assistance to its citizens, including, but not limited to, issuing bonds, notes or other obligations and utilizing the proceeds thereof in furtherance of its mission.

B. The Authority is authorized under the Oklahoma Community Economic Development Pooled Finance Act, Title 62, Oklahoma Statutes 2021, Sections 891.1 *et seq.,* as amended (the "***Act***"), to administer various pooled finance programs pursuant to the provisions of the Act, and is designated to function as a "conduit issuer," within the meaning of the Act, which provides that the Authority shall act for the benefit of either a combination of local government entities or a local government entity or entities in conjunction with a for-profit business entity or entities for authorized economic development and infrastructure projects.

C. Specifically, in accordance with the Act, there has been created a Public-Private Partner Development Infrastructure Pool within the Oklahoma Business Expansion Incentive Program (the ***"Program"***) that is designed to be used for infrastructure projects in the State that benefit the private sector and where the infrastructure is owned by a Public Entity. The incentive offered by this Program targets job creation and retention, together with infrastructure development. The incentive is available to the State's public entities that enlist the support of existing for-profit businesses in the State, to develop or expand infrastructure that would benefit the community and area businesses. The financial incentive available to the Public Entity is in the form of a periodic cash payment (the ***"Award"***), which is funded by the Oklahoma Tax Commission's (the ***"Tax Commission"***) capture of certain eligible employee withholding taxes (the ***"Eligible Employee Withholding Taxes"***) paid to the State with respect to new jobs or existing jobs associated with the Federal Employer Identification Number (***"FEIN"***) of the participating for-profit business entities that elect to partner with and support the Public Entity's infrastructure project.

D. Section 891.18B of the Act permits an eligible Public Entity, in partnership with one or more for-profit business that would otherwise qualify to receive or benefit from proceeds of obligations issued by the Authority for the Public-Private Partner Development Infrastructure Pool, to seek from the Oklahoma Department of Commerce (***"ODOC"***), a determination letter (the ***"ODOC Award Letter"***), notifying the Public Entity that the proposed infrastructure project described in its application will result in a positive net economic benefit to the State, using the methodology described in the Act.

E. If ODOC makes a determination that a positive net economic benefit exists with respect to a particular application, the applying Public Entity shall be allowed an Award, as a financial incentive under the Program. The amount of the Award, together with the terms and conditions associated therewith, if any, that must be observed or satisfied in connection with the capture of the Eligible Employee Withholding Taxes and the distribution of the Award to the Public Entity are set forth in the ODOC Award Letter. The Act mandates that such letter be distributed to an authorized representative of the applicant/Public Entity, and that copies be sent to the Oklahoma Tax Commission (the ***"Tax Commission"***) and the Authority.

F. A determination has been made by ODOC that the infrastructure development projects described by the Public Entity in the application it submitted to ODOC (collectively, the "***Project***"), together with the support and participation of each private sector, for-profit business entity listed in the ODOC Award Letter (each, a ***"Partner"***) will result in a positive net economic benefit to the State in accordance with the Act. As a result, the Project qualifies for an incentive Award under the Act, which shall be funded from the capture of Eligible Employee Withholding Taxes for the Public-Private Partner Development Infrastructure Pool Revolving Fund-City of Muskogee Project, Series 2025 (the ***"Revolving Fund***"), established by the State Treasurer pursuant to the Act. The Act further directs the Tax Commission to segregate and deposit to the Revolving Fund that percentage of the Eligible Employee Withholding Taxes associated with each Partner's FEIN, in accordance with the ODOC Award Letter which is attached hereto as Exhibit A and made a part hereof.

**NOW, THEREFORE,** in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Authority and the Public Entity agree as follows:

## ARTICLE I.
## DEFINITIONS

**Section 1.01** **Definitions**. Capitalized terms used but not otherwise defined herein shall have the meanings set forth below unless the context or use clearly indicates otherwise.

**.1** "***Act***" means the Oklahoma Community Economic Development Pooled Finance Act, Title 62, Oklahoma Statutes 2021, Sections 891.1 *et seq.,* as it may be amended from time to time.

**.2** "***Authority***" means The Oklahoma Development Finance Authority, a public trust and instrumentality of the State, and its successors and assigns.

**.3** ***"Award"*** means the award authorized to be made to the Public Entity by ODOC, pursuant to the ODOC Award Letter and this Funding Agreement.

**.4** "***Eligible Employee Withholding Taxes***" means, as to each Partner, the amount of its eligible State employee withholding taxes with respect to all new or existing jobs in the State associated with the Partner's FEIN that are required to be collected and deposited in the Revolving Fund by the Oklahoma Tax Commission, in accordance with the terms of the ODOC Award Letter and the Act.

**.5** "***FEIN***" means the Federal Employer Identification Number of each Partner, set forth in the ODOC Award Letter.

**.6** "***Facility***" means, collectively, the Public Entity's infrastructure projects in Oklahoma, for the City of Muskogee, as more particularly described in its application to ODOC and in the ODOC Award Letter.

**.7** "***Funding Agreement***" means this Funding Agreement, dated as of December 1, 2025, between the Authority and the Public Entity, as the same may be amended and/or supplemented from time to time.

**.8** "***ODFA Act***" means, collectively, Title 60, Oklahoma Statutes 2021, Section 176 *et seq*., as amended, and Title 74, Oklahoma Statutes 2021, Section 5062.1 *et seq*., as amended.

**.9** "***ODOC***" means the Oklahoma Department of Commerce**.**

**.10** ***"ODOC Award Letter"*** means the letter issued by ODOC that notifies the Public Entity that its analysis of the Project resulted in a determination that a positive net economic benefit to the State exists, lists each Partner and describes the terms and conditions of any Award to the Public Entity.

**.11** ***"Partner"*** means each for-profit business entity that has agreed to allow its Eligible Employee Withholding Taxes to be captured and invested in the infrastructure Project proposed by the Public Entity, in the percentage and for the duration described in the ODOC Award Letter.

**.12** ***"Program"*** means the Public-Private Partner Development Infrastructure Pool, created within the Oklahoma Business Expansion Incentive Program pursuant to the Act, to foster infrastructure development within the State.

**.13** "***Project***" means, collectively, the Public Entity's infrastructure development projects in Oklahoma, for the City of Muskogee, as more particularly described in its application to ODOC and in the ODOC Award Letter.

**.14** ***"Public Entity"*** means City of Muskogee, Oklahoma, a municipal corporation, and its successors and assigns.

**.15** ***"Revolving Fund"*** means the subaccount established by this Funding Agreement for the Public-Private Partner Development Infrastructure Pool within the revolving fund created

in the Oklahoma State Treasury for the Authority by the Act, i.e., the Community Economic Development Pooled Finance Act Revolving Fund -OBEIP CITY OF MUSKOGEE, Series 2025.

**.16** "***State***" means the State of Oklahoma.

**.17** ***"Tax Commission"*** means the Oklahoma Tax Commission.

## ARTICLE II.
## FUNDING AGREEMENT

**Section 2.01** **Funding Agreement**. The Public Entity has received an ODOC Award Letter notifying it that it has received an Award, the amount of the Award and the terms and conditions thereof. To the extent of available monies in the Revolving Fund, the Award shall be paid quarterly, commencing on or about January 15, 2026, and continuing quarterly thereafter, to and including January 15, 2029 or such earlier date the amount thereof shall be paid in full, all in accordance with the terms hereof and the ODOC Award Letter.

**Section 2.02** **Source of Award Payment**. All Eligible Employee Withholding Taxes deposited to the credit of the Revolving Fund by the Tax Commission have been appropriated pursuant to the Act and will be budgeted and expended by the Authority for the payment of the Award and other costs associated therewith.

**Section 2.03** **Costs**. The Public Entity shall bear the costs of the Program associated with its Award, including the following: (i) at closing a fee payable to the Authority in the amount of $6,000, which includes the acceptance fee of the Authority and the costs and expenses incurred by the Authority, including its legal fees and expenses, payable from the Revolving Fund at such time sufficient funds are available and (ii) an annual fee in the amount of $1,000, payable to the Authority on December 15, 2026, and each anniversary thereof, which amounts shall be payable from the Revolving Fund at such time as sufficient funds are available.

**Section 2.04** **Change of Circumstances**. If following the execution and delivery of this Funding Agreement, the Public Entity elects to terminate, reduce or alter its capital investment in the State or the scope and nature of the Project, the Authority and ODOC shall be promptly notified of such change of circumstances. If the proposed changes to its capital investment or the Project result in fewer jobs being created or retained or if the average of the wages associated with such jobs is reduced, ODOC shall conduct a review of its initial determination of the net positive economic benefit of the Project to the State and advise the Authority and the Public Entity whether a reduced Award will result from such change of circumstances. If the Award for the Project is reduced, the Public Entity may elect to accept such reduced Award and the parties hereto shall amend the Public Entity's signature page hereto to reflect such change. If the Public Entity elects not to accept the reduced Award or if the Public Entity elects to terminate the Project, the parties shall execute a rescission agreement to evidence the termination of the Award.

**Section 2.05** **Termination of Funding Agreement**. This Funding Agreement shall terminate, as between the Public Entity and the Authority, on the first to occur of one of the

following events: (i) the date the Public Entity elects to terminate this Funding Agreement, in accordance with Section 2.04 above, (ii) the date on which the Public Entity's Award has been paid in full, or (iii) at 12:01 a.m. on January 16, 2029.

## ARTICLE III.
## REVOLVING FUND

**Section 3.01** **Purpose of Revolving Fund**. The purpose of the Revolving Fund established by the State Treasurer pursuant to the Act is to receive certain Eligible Employee Withholding Taxes attributable to the income of new or existing jobs of employees in the State associated with each Partner's FEIN, which amounts shall be used by the Authority to pay the Award and other costs pursuant to the Act.

**Section 3.02** **Deposits to Revolving Fund**. The Tax Commission is required by the Act to determine the amount of Eligible Employee Withholding Taxes attributable to the wages and other compensation of employees in the State associated with each Partner's FEIN and to deposit such amounts to the credit of the Revolving Fund.

**Section 3.03** **Corporate Income Tax Exception**. Partners that participate in the Program will not be subject to corporate income tax associated with the segregation and payment of withholding taxes to local government entities when such payment is made for the purpose of infrastructure development under the Program.

**Section 3.04** **Application of Moneys in the Revolving Fund**. The Authority is authorized by the Act to budget and expend amounts in the Revolving Fund for the purpose of paying such incentive Awards and other costs associated therewith. The Authority agrees that it shall budget and expend all Eligible Employee Withholding Taxes deposited to the Revolving Fund to the payment of the Award and other costs associated therewith. Pursuant to the Act, the Authority agrees to file a claim quarterly with the Office of the Oklahoma State Treasurer and take such other actions as are necessary to transfer all such Eligible Employee Withholding Taxes then on deposit in the Revolving Fund to pay the Award and other costs associated therewith.

## ARTICLE IV.
## REPRESENTATIONS AND WARRANTIES OF THE AUTHORITY

**Section 4.01** **Representations and Warranties of the Authority**. The Authority represents and warrants that:

(a) Existence; Authorization. The Authority is duly organized and validly existing as a public trust and instrumentality organized under the laws of the State with the State as its beneficiary and has the power and authority to execute and deliver this Funding Agreement and perform the duties contemplated of it thereunder. The Authority has duly adopted a resolution authorizing the execution and delivery of this Funding Agreement and making the Award to the Public Entity hereunder.

(b) Binding Agreements. This Funding Agreement is the legal, valid and binding obligation of the Authority, enforceable against it in accordance with its terms,

except that the enforceability thereof may be limited by laws relating to the bankruptcy or insolvency of the Authority or other similar laws affecting creditors' rights generally or by general principles of equity.

(c) No Default. The execution and delivery of this Funding Agreement and the consummation of the transactions contemplated hereby will not conflict with, or constitute a breach of, or default by it under its declaration of trust, bylaws, or any statute, indenture, mortgage, deed of trust, lease, note, loan agreement or other agreement or instrument to which it is a party or by which it or its properties are bound, and will not constitute a violation of any order, rule or regulation of any court or governmental agency or body having jurisdiction over it or any of its activities or properties.

(d) Litigation. There are no actions, suits or proceedings of any type whatsoever pending or, to the best of its knowledge threatened against the Authority, seeking to prevent the execution and delivery of this Funding Agreement or affecting it or its assets, properties or operations which, if determined adversely to it or its interests, could have a material adverse effect upon its assets, properties or operations or the transactions contemplated hereby.

(e) Survival of Representations and Warranties. All covenants, representations and warranties of the Authority made herein shall survive the making of the execution of this Funding Agreement.

## ARTICLE V.
## REPRESENTATIONS AND WARRANTIES OF THE PUBLIC ENTITY

**Section 5.01 Representations and Warranties of the Public Entity**. The Public Entity represents and warrants that:

(a) Existence. The Public Entity is duly organized and validly existing as a municipal corporation of the State of Oklahoma in good standing in the State and has full legal right, power and authority to execute and deliver this Funding Agreement and to carry out and consummate all transactions contemplated thereby. It has, by proper action duly taken, authorized the execution and delivery of this Funding Agreement.

(b) Binding Agreements. This Funding Agreement is the legal, valid and binding obligation of the Public Entity, enforceable against the Public Entity in accordance with its terms, except that the enforceability thereof may be limited by laws relating to the bankruptcy or insolvency of the Public Entity or other similar laws affecting creditors' rights generally or by general principles of equity.

(c) No Default. The execution and delivery of this Funding Agreement and the consummation of the transactions contemplated thereby, including the application of the proceeds of the Award, will not conflict with, or constitute a breach of, or default by it under its certificate of formation, or any statute, indenture, mortgage, deed of trust, lease, note, loan agreement or other agreement or instrument to which it is a party or by which it or its properties are bound, and will not constitute a violation of any order, rule

or regulation of any court or governmental agency or body having jurisdiction over it or any of its activities or properties.

(d) Litigation. There are no actions, suits or proceedings of any type whatsoever pending or, to its knowledge, threatened against the Public Entity, seeking to prevent the execution and delivery of this Funding Agreement or affecting it, the Facility or its other assets, properties or operations as to which there is a reasonable possibility of an adverse determination and that if determined adversely to it or its interests could have a material adverse effect upon the Facility, or the financial condition, assets, properties or operations of the Public Entity.

(e) Compliance with Applicable Laws. To its knowledge, the Public Entity has not violated and is not now in violation of any applicable statute, regulation, rule or ordinance of the United States of America or any foreign country, or of any state, municipality or any other jurisdiction, or of any agency thereof, in any respect materially adversely affecting the business, property, assets, operations or condition, financial or otherwise, of the Public Entity and its consolidated subsidiaries, taken as a whole.

(f) Survival of Representations and Warranties. All covenants, representations and warranties of the Public Entity made herein shall survive the making of the Award hereunder and the execution and delivery of this Funding Agreement.

## ARTICLE VI.
## COVENANTS, CONDITIONS AND RESTRICTIONS

Until payment in full of the Award and the performance of all obligations owing to the Authority under this Funding Agreement, unless the Authority shall otherwise consent in writing, the Public Entity covenants and agrees as follows:

**Section 6.01 Performance of Obligations**. The Public Entity will promptly and punctually perform all of its obligations under the terms of this Funding Agreement.

**Section 6.02 Use of Award Proceeds**. The Public Entity will not use or permit any person, association or entity to use any funds advanced to the Public Entity under this Funding Agreement to (a) defray living expenses, (b) anticipate profit, or (c) defray any other item not directly connected with the Project and payable to unrelated third parties.

**Section 6.03 Information**. The Public Entity will promptly furnish, or cause to be furnished, to the Authority all reasonably requested information concerning the Project and the financial status of the Public Entity.

**Section 6.04 Transfer of Facility**. The Public Entity (a) shall give the Authority and ODOC thirty (30) days' prior written notice of any proposed sale, transfer or conveyance of all or any portion of the Facility, and (b) shall not sell, transfer or convey all or any portion of the Facility to a person or entity other than an affiliate of the Public Entity, without the prior written consent of ODOC which consent shall not be unreasonably withheld. To enable ODOC to make a determination, the Public Entity shall provide, and it shall cause the proposed transferee to provide, to ODOC such information as ODOC determines to be relevant for the analysis, as

contemplated by Section 891.12 of the Act, including, but not limited to, the nature of the proposed transferee's business, its ownership and financial stability and its post-transfer plans for the Project. ODOC shall review its initial determinations with respect to the Project and conduct an additional review to make a determination that the net positive economic benefit of the Project to the State will not be lessened by the transfer. In the event of an adverse determination by ODOC, the Public Entity shall elect one of the remedial options set forth in Section 2.04, hereof. Notwithstanding the foregoing, the Public Entity may transfer or dispose of equipment included in the Facility which is obsolete or no longer used or useful in connection with the Public Entity's business, and the Public Entity may replace equipment included in the Facility in the ordinary course of business.

**Section 6.05** **Payment of Taxes**. All taxes, assessments and governmental charges or levies imposed on the Public Entity or on the Public Entity's assets, income or profits, will be paid prior to the date on which penalties attach thereto. Notwithstanding the foregoing, the Public Entity shall not be required to pay any tax, assessment, charge or levy which is being contested in good faith by proper proceedings.

**Section 6.06** **Double Dipping**.

(a) The Credit Enhancement Reserve Fund shall not be utilized in support of any pooled financing obligations issued pursuant to this Act, prior to the full use of any revenues committed to the repayment of any such pooled obligations.

(b) A Partner may not receive or continue to receive incentive payments pursuant to the Oklahoma Quality Jobs Program Act or claim any investment tax credits otherwise authorized pursuant to Section 2357.4 of Title 68, Oklahoma Statutes 2021, during the period of time that any withholding taxes attributable to the payroll of such Partner are being paid to the Revolving Fund.

**Section 6.07** **Withholding Taxes**.

(a) The Public Entity and each Partner shall enter into such agreements as may be reasonably required by the Authority and the Tax Commission to provide for the segregation of withholding taxes attributable to new direct jobs created or existing payroll retained by the Public Entity and each Partner. The Authority shall be provided such information by the Public Entity and each Partner as may be reasonably required in order to determine the necessary amount of segregated withholding taxes attributable to new direct jobs or existing payroll.

(b) The Tax Commission shall determine, with respect to the withholding taxes attributable to the income of employees engaged in new direct jobs or existing jobs for each Partner, the amount of such withholding taxes required to be deposited to the Revolving Fund, and each Partner shall provide the Tax Commission such information as may be reasonably required to make such determination.

**Section 6.08** **Compliance with Laws**. The Public Entity will comply with all statutes, laws, rules and regulations to which the Public Entity is subject or by which its properties are bound or affected, including, without limitation, those pertaining or relating to (a) environmental standards and controls, (b) occupational health and safety standards, (c) equal employment and credit practices and civil rights, and (d) the Facility and the ownership, operation and use thereof, except where the failure to do so would not be reasonably likely to have a material adverse effect on the Public Entity and its consolidated subsidiaries, taken as a whole.

**Section 6.09** **Further Assurances**. The Public Entity will, from time to time, promptly cure any defects or omissions in the execution and delivery of or the compliance with this Funding Agreement or the conditions described herein, including the execution and delivery of additional documents reasonably required by the Authority.

## ARTICLE VII.
## GENERAL PROVISIONS.

**Section 7.01** **Expenses**. The Public Entity agrees to pay the following fees, expenses and charges in respect to the Award: (a) fees and expenses involved in the closing and administration of the Award, as set forth in Section 2.03, hereof; (b) the reasonable fees and expenses of counsel employed by the Authority in regard to any litigation arising out of or relating to this transaction; and (c) the fees and expenses payable by the Authority which are incidental to the enforcement or defense of this Funding Agreement or any instrument executed pursuant hereto.

**Section 7.02** **Notices**. All notices, requests and demands shall be served by first class mail, by overnight delivery or e-mail, as follows:

| | |
|---|---|
| To the Authority: | The Oklahoma Development Finance Authority<br>9220 N. Kelley Avenue<br>Oklahoma City, OK 73131<br>Attn: President<br>E-mail: mdavis@okfinance.com |
| To the Public Entity: | See Public Entity's signature page hereto. |

or at such other address as any party hereto shall designate for such purpose in a written notice to the other party hereto. Any notice, request or demand given (i) by first class mail shall be effective and deemed given three business days after being deposited in the United States mail, postage prepaid, (ii) by overnight delivery shall be effective and deemed given on the next business day after being picked up by or delivered to the overnight delivery service, and (iii) by e-mail shall be effective and deemed given on the date sent, if a business day and sent before 5:00 p.m. local time; otherwise, it shall be effective and deemed given on the next business day.

**Section 7.03** **Construction; Applicable Law**. This Funding Agreement shall be deemed to be a contract made under the laws of the State and shall be construed in accordance with the laws of the State. Nothing in this Funding Agreement shall be construed to constitute the Authority as a joint venturer with the Public Entity or to constitute a partnership. The

descriptive headings of the paragraphs of this Funding Agreement are for convenience only and shall not be used in the construction of the content of this Funding Agreement.

**Section 7.04** **Binding Effect; Severability**. This Funding Agreement shall be binding on, and shall inure to the benefit of, the parties hereto and their respective successors and assigns. In the event any one or more of the provisions contained in this Funding Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect and in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision thereof and the remaining provisions shall remain in full force and effect.

**Section 7.05** **Entire Agreement; Conflicting Provisions**. This Funding Agreement constitutes the entire agreement of the parties hereto with respect to the Award and all matters arising out of or related thereto, and there are no agreements, understandings, warranties or representations between the parties regarding the financing of the Project other than those set forth herein. In the event of any conflict between or among the provisions of this Funding Agreement and any other agreement between the parties, the provisions of this Funding Agreement shall control.

**Section 7.06** **Amendment and Assignment**. This Funding Agreement may not be amended or modified in any way, except by an instrument in writing executed by the parties hereto; provided, however, the Authority may, in writing: (a) extend the time for performance of any of the obligations of the Public Entity; (b) waive any default by the Public Entity; and (c) waive the satisfaction of any condition that is precedent to the performance of the Authority's obligations under this Funding Agreement. This Funding Agreement shall not be assignable by the Public Entity without the written consent of the Authority and ODOC.

**Section 7.07** **Counterpart Execution**. This Funding Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

[Signature pages follow.]

**IN WITNESS WHEREOF**, the parties have caused this instrument to be duly executed as of the day and year first above written.

**THE OKLAHOMA DEVELOPMENT FINANCE AUTHORITY**

By: _____
Name: Michael D. Davis
Title: President

ODFA Signature Page to this Funding Agreement

PUBLIC ENTITY: City of Muskogee
AWARD AMOUNT: $300,000
PUBLIC ENTITY ADDRESS: 229 W. Okmulgee St., Muskogee, OK 74401
PUBLIC ENTITY CONTACT: Dennis Read
CONTACT E-MAIL: dread@muskogeeok.gov

**City of Muskogee,**

By: _____
Name _____
Title: _____

NOTICE ADDRESS:
229 W. Okmulgee St.
Muskogee, Oklahoma 74401
Attn: Dennis Read

Public Entity Signature Page to this Funding Agreement

# EXHIBIT A

Determination Letter dated October 22, 2025

OKLAHOMA Commerce

October 22, 2025

Michael Davis; President & CEO
Oklahoma Development Finance Authority
9220 North Kelley Avenue
Oklahoma City, OK 73131

Carol Schovanec, CPA
Manager of Apportionment and Revenue
Oklahoma Tax Commission
Oklahoma City, OK 73194

Re: Determination Letter – Positive Net Benefit for the P3 Development Pool

Mr. Davis and Ms. Schovanec:
Pursuant to 62 O.S. § 891.18, the Oklahoma Department of Commerce has made a review of the information submitted by the City of Muskogee in partnership with the Port of Muskogee to the P3 Development Pool. The review by the Oklahoma Department of Commerce has determined that there is a positive net benefit to the state of Oklahoma associated with improving infrastructure that supports existing businesses and anticipated future development along a frontage road in Perry. Specifically, the infrastructure development includes:

- Construction of an additional upgraded water line to serve the Georgia-Pacific facility. The new line will provide increased water capacity and improved reliability, ensuring that production operations are not disrupted due to low or inconsistent water pressure for total costs of $788,189.60.

The positive net benefit to the state is based on projected future state revenues being greater than projected future state expenditures related to the above project parameters. State revenues include state sales and income taxes. State expenditures include, but are not limited to, state expenditures for education, highway, health, public welfare and police protection.

Oklahoma Department of Commerce
900 N. Stiles Ave.
Oklahoma City, OK 73104

OKLAHOMA Commerce

Due to the positive net benefit, if the city of Muskogee performs the capital investment and construction of the additional water line to Georgia Pacific, then the city will be allowed to capture withholding taxes over a three-year period from Georgia Pacific (FEI: 20-5757139) up to $300,000.

If it is not able to start the project within two years of the date of Board approval, Finance Authority should cancel the award and release the amount collected back to the state general revenue fund. If you have any questions, please contact Jon Chiappe, of this office at 405.815.5210 or e-mail at jon.chiappe@okcommerce.gov.

Sincerely,

Heather Turner

Heather Turner
Executive Director | CORE; Oklahoma Department of Commerce

Cc: Port of Muskogee

Oklahoma Department of Commerce
900 N. Stiles Ave.
Oklahoma City, OK 73104

**Public Works Committee** **33.**

**Meeting Date:** 04/13/2026

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

**Department:** City Clerk

**Staff Information Source:** Councilor Tom Martindale

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## Information

**AGENDA ITEM TITLE:**

Consider approval of the appointment of Russell Sain to the Board of Adjustment, to serve a three (3) year term, beginning April 1, 2026, and ending on March 31, 2029, filling the expired term of Toni Cotton, or take other necessary action. (Councilor Tom Martindale)

**BACKGROUND:**

This is the appointment of Councilor Tom Martindale.

**RECOMMENDED ACTION:**

Approve the appointment.

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## Fiscal Impact

## Attachments

Russell Sain

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APPLICATION FOR APPOINTMENT TO A BOARD OR COMMISSION

**CITY OF MUSKOGEE**
**CITY COUNCIL**

## APPLICATION FOR CITY COUNCIL APPOINTMENT TO A BOARD OR COMMISSION

**Application Instructions:**

- Complete the entire application form (copies of the form are acceptable).
- Applicants are strongly encouraged to attach a current resume or biography.
- Specifically list the names of the boards or commissions to which you are applying (multiple selections are allowed). Paperwork cannot be appropriately processed unless specific boards or commissions are listed.
- Return application along with your resume to:
  **Office of the City Clerk, 229 W. Okmulgee, Muskogee, OK 74403 or by fax 918-684-6395.**
- This form can be obtained electronically at http://www.cityofmuskogee.com, or by calling the City Clerk's Office at: (918) 684-6270.

Board(s) or Commission(s) for which you would like to be considered:
Board of Adjustment

Your Full Legal Name: Phillip Russell Sain

Your Preferred Name: Russell Sain

**Business Name:** 3 Forks Properties LLC.

Home Address: 1417 Emporia St

**Job Title/Employment Date:** Managing Member

City Zip: Muskogee OK 74401

**Business Address:** 1403 S 24th St

Ward: 1 2 3 (4)

Home Phone:

**Business Phone:**

Cell Phone: 918-577-7414

**Fax:**

Home Email: Russellsain@gmail.com

**Business Email:** Russell@russellsain.com

Are you registered to vote in City of Muskogee Elections? (Yes) No

Are you a citizen of the United States? (Yes) No

**Personal Information:**
*The Mayor and Council desire a broad representation of backgrounds on boards and commissions.*

**Education (high school, name and location of college or university, year graduated, and degree):**
Woodward Academy 1980
University of Georgia

APPLICATION FOR APPOINTMENT TO A BOARD OR COMMISSION

**Current employment (job description, employment date, supervisor):**
Real Estate sales Century 21 Clinkenbeard, Managing Member 3 Forks properties LLC

**Previous employment or experience:**
Owned Electrical contracting company in Atlanta GA for 20 years

**Professional Licenses Held (if applicable):**
Real Estate Agent OK
Electrical contractor GA

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

**Memberships in professional or civic organizations (please include offices held and dates of terms):**
Main St Muskogee Vice President, Board Member Founders Place, Board Member Tahlequah Area Chamber of Commerce
Past co-chair My Tahlequah, Economic Development Chair TACC, Boss Clown Yaarab Shrine Clown Troup

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

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

**Do you currently hold a public office? Public offices include elected or appointed officials of a municipality (it does not have to be Muskogee it could be any town or city), elected or appointed official of any county or the state or federal government, are a trustee of a public trust, are employed by any entity as a police officer, fire fighter, deputy sheriff, assistant district attorney or similar position or the member of a school board or appointed official of a school system or any other public or similar position.**
no

**Do you have any financial or other interests that might present a conflict of interest, or the appearance of such a conflict, if you were to be appointed to the position for which you have applied?** No (Yes) (If yes, please explain)

APPLICATION FOR APPOINTMENT TO A BOARD OR COMMISSION

I am a Real Estate investor in Muskogee

**Please list any special interests or characteristics which might be important to serve on a Board or Commission:**

I am well versed in Real Estate, real estate development and Construction

**RELEASE OF INFORMATION**

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

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

**Signature of Nominee**

10/31/18

**Date**

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

**Signature of Sponsor**