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
JULY 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 June 8, 2026, or take other necessary action.

2. Hold a Public Hearing and consider approval of Resolution No. 3094, amending the Future Land Use Map for the property located at 4306 East Hancock Street, or take other necessary action. (Sarah Winkle)

3. Hold a Public Hearing and consider approval of Ordinance No. 4311-A, a request to rezone the property located at 4306 East Hancock Street, rezoning the property from A-Agricultural, to I-1, Light Industrial, or take other necessary action. (Sarah Winkle)

4. Consider approval of Ordinance No. 4308-A, an ordinance of the City of Muskogee Code of Ordinances, by amending Chapter 54, Offenses and Miscellaneous Provisions; Article VI, Offenses Against Public Authority; adding Section 54-297, Using an Electronic Communication Device to Publish, Post, Make Publicly Available Information Identifying a Peace Officer, Public Officer, or Crime Victim; Providing for Repealer, Severability, and Declaring an Emergency, or take other necessary action. (Keri Spencer)

5. Consider approval of Ordinance No. 4313-A, an ordinance of the City of Muskogee amending the Muskogee Code of Ordinances by amending Chapter 22, Business Regulations; Article IV, Fireworks; Section 74-237, Conditions for Storage, Sale and Use; adding Repealer, Severability, and setting an Effective Date, or take other necessary action. (Keri Spencer)

6. Consider approval of Ordinance No. 4314-A, an ordinance of the City of Muskogee amending the Muskogee Code of Ordinances by amending Chapter 34, Court; Article II, Procedure; adding Section 34-58, Code Enforcement Officers; adding Section 34-59, Issuance of Citations by Code Enforcement Officers; adding Section 34-60, Failure to Appear for Code Enforcement Citation; adding Repealer, Severability, and Setting an Effective Date, or take other necessary action. (Keri Spencer)

7. Consider approval of Ordinance No. 4317-A, an ordinance of the City of Muskogee amending the Muskogee Code of Ordinances by amending Chapter 78, Traffic and Vehicles; Section 78-567, Equipment Required; Providing for Repealer, Severability, and Setting an Effective Date, or take other necessary action. (Keri Spencer)

8. Consider approval of Ordinance No. 4318-A, an ordinance of the City of Muskogee amending the Muskogee Code of Ordinances by amending Chapter 54, Offenses and Miscellaneous Provisions; Section 54-46, Assault and Battery; Providing for Repealer, Severability, and Setting an Effective Date, or take other necessary action. (Keri Spencer)

9. Consider approval of Resolution No. 3102, adopting an amendment to Appendix A, Schedule of Fees and Charges, Chapter 54, Offenses and Miscellaneous Provisions; Section 54-46, Assault and Battery, or take other necessary action. (Keri Spencer)

10. Consider approval of Resolution No. 3103, adopting an amendment to Appendix A, Schedule of Fees and Charges, Chapter 54, Offenses and Miscellaneous Provisions; Article IV, Offenses Against Public Authority, Section 54-297, Using an Electronic Communication Device to Publish, Post, Make Publicly Available Information Identifying a Peace Officer, Public Official or Crime Victim, or take other necessary action. (Keri Spencer)

11. Consider approval of Resolution No. 3104, adopting an amendment to Appendix A, Schedule of Fees and Charges, Chapter 54, Offenses and Miscellaneous Provisions; Section 54-139, Offense of Carrying Dangerous or Deadly Weapons, or take other necessary action. (Keri Spencer)

12. Consider approval of the Preliminary Plat for 5th Dimension Food and Fuel, Inc., for the property located at 1305 South 32nd Street, consisting of 18.97 acres more or less, or take other necessary action. (Sarah Winkle)

13. Consider approval to authorize the City Manager, or his designee to execute the FAA Grant Application in the amount of $4,009,00.00, and if awarded, accept the grant offer for the Rehabilitate Runway 13/31 Project, located at the Muskogee-Davis Regional Airport, FAA AIP Project Number 3-40-0062-021-2026, or take other necessary action. (Tyler Evans)

14. Consider approval to authorize the City Manager, or his designee to execute the Oklahoma Department of Aerospace and Aeronautics (ODAA) Grant Application in the amount of $105,500.00, and if awarded, accept the grant offer for the Rehabilitate Runway 13/31 Project, located at the Muskogee-Davis Regional Airport, ODAA Project Number MKO-27A-FS, or take other necessary action. (Tyler Evans)

15. Consider approval of Master Agreement Work Order No. 1, Amendment No. 1, in an amount not-to-exceed $370,000.00, for the Rehabilitate Runway 13/31 Project, located at the Muskogee-Davis Regional Airport, AIP Project No. 3-40-0062-021-2026**,** pending completion of an Independent Fee Estimate (IFE), FAA and ODAA concurrence, and receipt of grants, or take other necessary action. (Tyler Evans)

16. Consider approval of the lowest bid to Rosscon, LLC, in the total amount of $3,842,442.99, for the construction phase of the Rehabilitate Runway 13/31 Project, located at the Muskogee-Davis Regional Airport, AIP Project No. 3-40-0062-021-2026**,** pending FAA and ODAA concurrence and receipt of grants, or take other necessary action. (Tyler Evans)

17. Consider approval to authorize the City Manager, or his designee to execute the FAA Grant Application in the amount of $1,150,000.00 and, if awarded, accept the grant offer for the Construct 3-Bay Box Hangar Project located at the Muskogee-Davis Regional Airport, FAA AIP Project Number 3-40-0062-020-2026, or take other necessary action. (Tyler Evans)

18. Consider approval to authorize the City Manager, or his designee to execute the Oklahoma Department of Aerospace and Aeronautics (ODAA) Grant Application in the amount of $942,000.00, and if awarded, accept the grant offer for the Construct 3-Bay Box Hangar Project located at the Muskogee-Davis Regional Airport, ODAA Project Number MKO-27B-FS, or take other necessary action. (Tyler Evans)

19. Consider approval of Master Agreement Work Order No. 2, Amendment No. 1, in an amount not-to-exceed $157,500.00, for the Construct 3-Bay Box Hangar Project, located at the Muskogee-Davis Regional Airport, AIP Project No. 3-40-0062-020-2026, pending completion of an Independent Fee Estimate (IFE), FAA and ODAA concurrence, and receipt of grants, or take other necessary action. (Tyler Evans)

20. Consider approval of the lowest bid to Koehn Construction Services, LLC, to include both the Base Bid + Additive Alternate No. 1, in the total amount of $2,002,916.19, for the construction phase of the Construct 3-Bay Box Hangar Project, located at the Muskogee-Davis Regional Airport, AIP Project No. 3-40-0062-020-2026, pending FAA and ODAA concurrence and receipt of grants, or take other necessary action. (Tyler Evans)

21. Consider approval to award the city demolition contract to Five Star Demolition, LLC, for the lowest and/or best bid of $3.08 per square foot, or take other necessary action. (Sarah Winkle)

22. Consider approval of Sourcewell pricing from Stewart Martin Equipment in the amount of $119,015.18, for the purchase of one (1) Kubota M6-131DTC-F-1 4WD Cab Tractor with attachments, for use in the Environmental Control Division in Public Works, or take other necessary action. (Mike Stewart)

23. Consider approval of the proposal from the Muskogee Skykings to renovate the former City Teen Center property located at 322 Callahan, or take other necessary action. (Kendal Francis)

24. Consider approval of an Interlocal Occupancy License Agreement between the City of Muskogee, and Service Oklahoma, or take other necessary action. (Keri Spencer)

25. Consider approval of the reappointment of C.B. Abel to the Martin Luther King Community Trust Authority, to serve a full (5) year term, beginning August 1, 2026, and ending on July 31, 2031, or take other necessary action. (Councilor Melody Cranford)

26. Consider approval of the appointment of Councilor Mike Brawley to the City of Muskogee Foundation Board, serving a two (2) year term, filling the expired term of former Councilor Jaime Stout, beginning August 1, 2026, and ending on July 31, 2028, or take other necessary action. (Councilor Melody Cranford)

27. Consider approval of the appointment of Charles Crawford to the City Facilities Board, to serve a five (5) year term, beginning August 1, 2026, and ending July 31, 2031, or take other necessary action. (Councilor Dan Hall)

28. Consider approval of the appointment of Ronald Thomas to the Airport Board, filling the unexpired term of Carlile Roberts, beginning August 1, 2026, and ending December 31, 2027, or take other necessary action. (Councilor Mike Brawley)

29. Consider approval of the appointment of Tracy Cole to the Muskogee Tourism Grant Advisory Committee, to serve an initial three (3) year term, beginning August 1, 2026, and ending July 31, 2029, or take other necessary action. (Vice Mayor Derrick Reed)

30. Consider approval of the appointment of Kymber Thomas to the Muskogee Tourism Grant Advisory Committee, to serve an initial three (3) year term, beginning August 1, 2026, and ending July 31, 2029, or take other necessary action. (Councilor Tracy Hoos)

31. Consider approval of the appointment of Stacy Alexander to the Muskogee Tourism Grant Advisory Committee, to serve an initial two (2) year term, beginning August 1, 2026, and ending July 31, 2028, or take other necessary action. (Councilor Shirley Hilton-Flanary)

32. Consider approval of the appointment of Rodger Cutler to the Muskogee Tourism Grant Advisory Committee, to serve an initial two (2) year term, beginning August 1, 2026, and ending July 31, 2028, or take other necessary action. (Councilor Melody Cranford)

33. Consider approval of the appointment of Dale Boots to the Muskogee Tourism Grant Advisory Committee, to serve an initial one (1) year term, beginning August 1, 2026, and ending July 31, 2027, or take other necessary action. (Councilor Dan Hall)

34. Consider approval of the appointment of Becky Schiller to the Muskogee Tourism Grant Advisory Committee (hotelier), to serve an initial three (3) year term, beginning August 1, 2026, and ending July 31, 2029, or take other necessary action. (Councilor Tom Martindale)

35. Consider approval of the appointment of Dennis Patel to the Muskogee Tourism Grant Advisory Committee (hotelier), to serve an initial two (2) year term, beginning August 1, 2026, and ending July 31, 2028, or take other necessary action. (Councilor Mike Brawley)

RECOGNIZE CITIZENS WISHING TO SPEAK TO CHAIRMAN AND COMMITTEE MEMBERS.

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

Public Works Committee **1.**

Meeting Date: 07/13/2026
Initiator: Jennifer Sharp, Admin II
Department: City Clerk
Staff Information Source:

Information

AGENDA ITEM TITLE:
Consider approval of Public Works Committee Minutes of June 8, 2026, or take other necessary action.

BACKGROUND:

RECOMMENDED ACTION:

Fiscal Impact

Attachments

06082026 pwmin

MINUTES

OF THE PUBLIC WORKS COMMITTEE
OF THE CITY OF MUSKOGEE, OKLAHOMA
MET IN REGULAR SESSION
IN COUNCIL CHAMBERS OF CITY HALL
JUNE 8, 2026

The Public Works Committee of the City of Muskogee, Oklahoma, met in Regular Sessions at 5:30 p.m., June 8, 2026, in Council Chambers, Municipal Building, 229 W. Okmulgee Ave., Muskogee, Oklahoma.

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

1. Consider approval of Public Works Committee Minutes of May 11, 2026, or take other necessary action.

Motion was made by Committee Member Mike Brawley, seconded by Committee Member Shirley Hilton-Flanary to approve of Public Works Committee Minutes of May 11, 2026.

AYE: Mayor Ryan Lowe, Committee Member Shirley Hilton-Flanary, Vice Chair Dan Hall, Committee Member Tom Martindale, Committee Member Mike Brawley, Committee Member Jeremy Schuler

Carried - Unanimously

2. Hold a Public Hearing and consider approval of Resolution No. 3093, a land use amendment request, for the property located in the John T. Griffin Industrial Park, being located in the NW Section 15, Township 14 North, Range 18 East, of the Indian Base and Meridian and the SW Section 15, Township 14 North, Range 18 East, of the Indian Base Meridian and the NE Section 15, Township 14 North, Range 18 East, of the Indian Base Meridian Muskogee County, State of Oklahoma, rezoning the property from R-1, Single Family Residential and Legal, Non-Conforming, to I-1, Light Industrial, and if approved, authorize Staff to update the Official Zoning Map of the City. (Sarah Winkle)

Vice Chair Dan Hall opened the Public Hearing.

Planning Director Sarah Winkle stated the City had one (1) year from the annexation date to bring this into conformance with zoning. She explained the change to Light Industrial allows the property to be in compliance with zoning regulations.

Vice Chair Dan Hall closed the Public Hearing.

Motion was made by Committee Member Shirley Hilton-Flanary, seconded by Committee Member Jeremy Schuler to approve Resolution No. 3093, a land use amendment request, for the property located in the John T. Griffin Industrial Park, being located in the NW Section 15, Township 14 North, Range 18 East, of the Indian Base and Meridian and the SW Section 15, Township 14 North, Range 18 East, of the Indian Base Meridian and the NE Section 15, Township 14 North, Range 18 East, of the Indian Base Meridian Muskogee County, State of Oklahoma, rezoning the property from R-1, Single Family Residential and Legal, Non-Conforming, to I-1, Light Industrial, and authorize Staff to update the Official Zoning Map of the City.

AYE: Mayor Ryan Lowe, Committee Member Shirley Hilton-Flanary, Vice Chair Dan Hall, Committee Member Tom Martindale, Committee Member Mike Brawley, Committee Member Jeremy Schuler

Carried - Unanimously

3. Hold a Public Hearing and consider approval of Ordinance No. 4310-A, a request to rezone the property located in the John T. Griffin Industrial Park, being located in the NW Section 15, Township 14 North, Range 18 East, of the Indian Base and Meridian and the SW Section 15, Township 14 North, Range 18 East, of the Indian Base Meridian and the NE Section 15, Township 14 North, Range 18 East, of the Indian Base Meridian, Muskogee County, State of Oklahoma, rezoning the property from R-1, Single Family Residential and Legal, Non-Conforming, to I-1, Light Industrial, and if approved, authorize Staff to update the Official Zoning Map of the City. (Sarah Winkle)

Vice Chair Dan Hall opened the Public Hearing.

Planning Director Sarah Winkle stated this ordinance will rezone the property to allow it to conform to the appropriate zoning. Staff recommended approval.

Vice Chair Dan Hall closed the Public Hearing.

Motion was made by Committee Member Shirley Hilton-Flanary, seconded by Committee Member Tom Martindale to approve Ordinance No. 4310-A, a request to rezone the property located in the John T. Griffin Industrial Park, being located in the NW Section 15, Township 14 North, Range 18 East, of the Indian Base and Meridian and the SW Section 15, Township 14 North, Range 18 East, of the Indian Base Meridian and the NE Section 15, Township 14 North, Range 18 East, of the Indian Base Meridian, Muskogee County, State of Oklahoma, rezoning the property from R-1, Single Family Residential and Legal, Non-Conforming, to I-1, Light Industrial, and authorize Staff to update the Official Zoning Map of the City.

AYE: Mayor Ryan Lowe, Committee Member Shirley Hilton-Flanary, Vice Chair Dan Hall, Committee Member Tom Martindale, Committee Member Mike Brawley, Committee Member Jeremy Schuler

Carried - Unanimously

4. Hold a Public Hearing and consider approval to DENY Ordinance No. 4311-A, a request to rezone the property located at 4306 East Hancock Street, rezoning the property from A-Agricultural, to I-1, Light Industrial, or take other necessary action. (Sarah Winkle)

Vice Chair Dan Hall opened the Public Hearing.

Planning Director Sarah Winkle stated the property owner has requested a rezone in order to use the property for a tow-salvage yard. The Future Land Use Map best identifies this property conducive for residential development and does not conform to the 2025 Muskogee Comprehensive Plan. Ms. Winkle explained the property's proximity to surrounding homes presents a concern for use disturbance and encroachment. Lastly, because of the positioning of the property and access to highways, Staff's opinion is that a tow-salvage yard would not be an aesthetically pleasing use of the property for those entering the city limits on that side. Ms. Winkle stated this has been presented to the Planning Commission on June 2, 2026, and it was approved for rezoning. However, it was not a unanimous vote. Staff does not recommend approval of the ordinance.

Robert Bell, Land Use Planner, stated the tow yard would house cars being repossessed by banks and lending institutions and cannot be seen from Hancock Street.

Alex Reynolds spoke in favor of denying the ordinance.

Vice Chair Dan Hall closed the Public Hearing.

Motion was made by Committee Member Shirley Hilton-Flanary, seconded by Vice Chair Dan Hall to approve to DENY Ordinance No. 4311-A, a request to rezone the property located at 4306 East Hancock Street, rezoning the property from A-Agricultural, to I-1, Light Industrial.

AYE: Committee Member Shirley Hilton-Flanary, Vice Chair Dan Hall, Committee Member Tom Martindale, Committee Member Mike Brawley

NAY: Mayor Ryan Lowe, Committee Member Jeremy Schuler

Failed

5. Consider approval of Ordinance No. 4312-A, an ordinance of the City of Muskogee amending the Muskogee Code of Ordinances by amending Chapter 74, Taxation; Article VIII, Use Tax; Section 74-237, Economic Development Fund; adding Repealer, Severability, and setting an Effective Date, or take other necessary action. (Keri Spencer)

Assistant City Manager Tera Shows stated this amendment adds language to the ordinance, creating an opportunity to support a broader range of local and small businesses with expenses that would not otherwise qualify for opportunity fund assistance. Frequently approached by small businesses seeking financial support, current ordinances do not allow it due to them not being considered high impact job creators. Ms. Shows explained this amendment would provide businesses that generate sales tax revenue with a pathway to apply for funding, expanding access while continuing to support economic development and local business growth. Staff recommended approval.

Motion was made by Mayor Ryan Lowe, seconded by Committee Member Shirley Hilton-Flanary to approve Ordinance No. 4312-A, an ordinance of the City of Muskogee amending the Muskogee Code of Ordinances by amending Chapter 74, Taxation; Article VIII, Use Tax; Section 74-237, Economic Development Fund; adding Repealer, Severability, and setting an Effective Date.

AYE: Mayor Ryan Lowe, Committee Member Shirley Hilton-Flanary, Vice Chair Dan Hall, Committee Member Tom Martindale, Committee Member Mike Brawley, Committee Member Jeremy Schuler

Carried - Unanimously

6. 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 Services To Be Called to Hazardous Material Spills; adding Repealer, Severability, and Setting an Effective Date, or take other necessary action. (Keri Spencer)

Interim City Attorney Keri Spencer stated this amendment enhances the language to allow both the fire and police departments to call dispatch and request a wrecker to come to a scene and also it provides for time limits for wrecker services getting to the scene. Ms. Spencer explained there have been some instances where officers were on the scene for extended wait times.

Ryan Cooper, D's Wrecker Service, spoke in opposition of changing the language regarding wrecker services on rotation being allowed to designate a replacement wrecker if they are unavailable at that time.

Motion was made by Committee Member Mike Brawley, seconded by Committee Member Jeremy Schuler to approve 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 Services To Be Called to Hazardous Material Spills; adding Repealer, Severability, and Setting an Effective Date.

AYE: Mayor Ryan Lowe, Committee Member Shirley Hilton-Flanary, Vice Chair Dan Hall, Committee Member Tom Martindale, Committee Member Mike Brawley, Committee Member Jeremy Schuler

Carried - Unanimously

7. 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 or Incident Prohibited Without Being Called; adding Repealer, Severability, and Setting an Effective Date, or take other necessary action. (Keri Spencer)

Interim City Attorney Keri Spencer stated this amendment adds language to the ordinance to require wreckers to have a permit and to be called by 911 or be coordinated with a wrecker service to come to the scene.

Ryan Cooper, D's Wrecker Service, spoke in opposition of allowing wreckers to designate someone to respond to the scene on their behalf.

Motion was made by Committee Member Shirley Hilton-Flanary, seconded by Committee Member Mike Brawley to approve 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 or Incident Prohibited Without Being Called; adding Repealer, Severability, and Setting an Effective Date.

AYE: Mayor Ryan Lowe, Committee Member Shirley Hilton-Flanary, Vice Chair Dan Hall, Committee Member Tom Martindale, Committee Member Mike Brawley, Committee Member Jeremy Schuler

Carried - Unanimously

8. 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. (Keri Spencer)

Interim City Attorney Keri Spencer stated this amendment updates the process for wrecker services to obtain a permit to operate in the City of Muskogee. Ms. Spencer explained there

has been an issue of there being wrecker services placed on the rotation list who are not permitted through the Office of the City Clerk. The amendment clarifies the requirement of the permit and includes language regarding the Police Chief's authorization.

Motion was made by Committee Member Shirley Hilton-Flanary, seconded by Committee Member Jeremy Schuler to approve 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.

AYE: Mayor Ryan Lowe, Committee Member Shirley Hilton-Flanary, Vice Chair Dan Hall, Committee Member Tom Martindale, Committee Member Mike Brawley, Committee Member Jeremy Schuler

Carried - Unanimously

9. 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; adding Repealer, Severability, and Setting an Effective Date, or take other necessary action. (Keri Spencer)

Interim City Attorney Keri Spencer stated this amendment adds the language allowing the fire department to authorize dispatch of a wrecker to a scene along with the police department.

Motion was made by Committee Member Shirley Hilton-Flanary, seconded by Committee Member Mike Brawley to approve 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.

AYE: Mayor Ryan Lowe, Committee Member Shirley Hilton-Flanary, Vice Chair Dan Hall, Committee Member Tom Martindale, Committee Member Mike Brawley, Committee Member Jeremy Schuler

Carried - Unanimously

10. Consider approval of Ordinance No. 4306-A, an ordinance amending the City of Muskogee Code of Ordinances amending Chapter 14, Animals; Article II, Animal Regulations; Section 14-27, Proceedings Against Vicious or Dangerous Animals; Hearing; Impoundment, adding Repealer, Severability, and Setting an Effective Date, or take other necessary action. (Keri Spencer)

Interim City Attorney Keri Spencer stated this amendment clarifies the appeal process for proceedings against vicious or dangerous animals.

Motion was made by Mayor Ryan Lowe, seconded by Committee Member Jeremy Schuler to approve Ordinance No. 4306-A, an ordinance amending the City of Muskogee Code of Ordinances amending Chapter 14, Animals; Article II, Animal Regulations; Section 14-27, Proceedings Against Vicious or Dangerous Animals; Hearing; Impoundment, adding Repealer, Severability, and Setting an Effective Date.

AYE: Mayor Ryan Lowe, Committee Member Shirley Hilton-Flanary, Vice Chair Dan Hall, Committee Member Tom Martindale, Committee Member Mike Brawley, Committee Member Jeremy Schuler

Carried - Unanimously

11. Consider approval of Ordinance No. 4307-A, an ordinance amending the City of Muskogee Code of Ordinance by amending Chapter 54, Offenses and Miscellaneous Provisions; Article V, Offenses Against the Public; Division 2 Prohibited Acts; Section 54-205 Marijuana Prohibited; adding Repealer, Severability, and Declaring an Emergency, or take other necessary action. (Keri Spencer)

Interim City Attorney Keri Spencer stated on November 1, 2025, legislative updates to the State Statutes were amended to include the prohibition against the possession of an open container of marijuana in the passenger compartment of a car, including the prohibition of drivers or passengers consuming marijuana products while operating a motor vehicle on public highways, streets, or alleys. Ms. Spencer explained officers are aware of this and have already been issuing citations for these infractions. Staff recommends approval, and an emergency must be declared as this has been in effect at the State level since November 1, 2025.

Motion was made by Committee Member Tom Martindale, seconded by Committee Member Shirley Hilton-Flanary to approve Ordinance No. 4307-A, an ordinance amending the City of Muskogee Code of Ordinance by amending Chapter 54, Offenses and Miscellaneous Provisions; Article V, Offenses Against the Public; Division 2 Prohibited Acts; Section 54-205 Marijuana Prohibited; adding Repealer, Severability.

AYE: Mayor Ryan Lowe, Committee Member Shirley Hilton-Flanary, Vice Chair Dan Hall, Committee Member Tom Martindale, Committee Member Mike Brawley, Committee Member Jeremy Schuler

Carried - Unanimously

Motion was made by Committee Member Jeremy Schuler, seconded by Committee Member Shirley Hilton-Flanary to declare an emergency.

AYE: Mayor Ryan Lowe, Committee Member Shirley Hilton-Flanary, Vice Chair Dan Hall, Committee Member Tom Martindale, Committee Member Mike Brawley, Committee Member Jeremy Schuler

Carried - Unanimously

12. Consider approval of Ordinance No. 4288-A, an ordinance amending the City of Muskogee Code of Ordinances by amending, Chapter 34, Court; Article II, Procedure; Adding Section 34-58, Payment of Jail Costs, Costs of Incarceration; Section 34-59, Debt of Defendant; Section 34-60, Reduction in Costs of Incarceration, Adding Repealer, Severability, and Setting an Effective Date**,** or take other necessary action. (Keri Spencer)

Interim City Attorney Keri Spencer stated in accordance with State Law, costs of incarceration shall be a debt of the inmate and may be collected as provided by law for collection of any other civil debt or criminal penalty. This ordinance allows for the collection of those fees from defendants.

Motion was made by Committee Member Shirley Hilton-Flanary, seconded by Committee Member Mike Brawley to approve Ordinance No. 4288-A, an ordinance amending the City of Muskogee Code of Ordinances by amending, Chapter 34, Court; Article II, Procedure; Adding Section 34-58, Payment of Jail Costs, Costs of Incarceration; Section 34-59, Debt of Defendant; Section 34-60, Reduction in Costs of Incarceration, Adding Repealer, Severability, and Setting an Effective Date.

AYE: Mayor Ryan Lowe, Committee Member Shirley Hilton-Flanary, Vice Chair Dan Hall, Committee Member Tom Martindale, Committee Member Mike Brawley, Committee Member Jeremy Schuler

Carried - Unanimously

13. Consider approval of Resolution No. 3071, amending Appendix A, Fee Schedule, pertaining to payment of jail fees, or take other necessary action. (Keri Spencer)

Interim City Attorney Keri Spencer stated this adopts and codifies a jail fee to be paid of not less than $50.00 per day with the daily rate amended, as necessary, by the annual setting of the daily jail fee by the Muskogee County Sheriff.

Motion was made by Committee Member Mike Brawley, seconded by Committee Member Shirley Hilton-Flanary to approve Resolution No. 3071, amending Appendix A, Fee Schedule, pertaining to payment of jail fees.

AYE: Mayor Ryan Lowe, Committee Member Shirley Hilton-Flanary, Vice Chair Dan Hall, Committee Member Tom Martindale, Committee Member Mike Brawley, Committee Member Jeremy Schuler

Carried - Unanimously

14. Consider approval of Resolution No. 3100, declaring certain real property in the possession of the City of Muskogee, more particularly described as 608 Dayton Street, to be surplus to the needs of the City, and authorize the City Manager, or his designee to dispose of said property, or take other necessary action. (Sarah Winkle)

Planning Director Sarah Winkle stated the inquiry to surplus the property was made by the adjacent property owner on July 26, 2024. The lot is 4,978 square feet and does not meet the requirements of a buildable lot size; however, the owner wants the lot for expansion of his current property. Ms. Winkle explained this lot is less than 7,200 square feet, and the applicant

is the adjoining property owner. Given this criteria, the property did not need posted for 10 days, the listing did not have to be published on the City website and the Government Access Channel, and a sealed bid process did not have to occur.

Motion was made by Committee Member Mike Brawley, seconded by Committee Member Shirley Hilton-Flanary to approve Resolution No. 3100, declaring certain real property in the possession of the City of Muskogee, more particularly described as 608 Dayton Street, to be surplus to the needs of the City, and authorize the City Manager, or his designee to dispose of said property.

AYE: Mayor Ryan Lowe, Committee Member Shirley Hilton-Flanary, Vice Chair Dan Hall, Committee Member Tom Martindale, Committee Member Mike Brawley, Committee Member Jeremy Schuler

Carried - Unanimously

15. Consider approval of Resolution No. 3101, declaring certain real property in the possession of the City of Muskogee, more particularly described as Muskogee Original Townsite, Lot 3, Block 252, Trumbo Subdivision, Lots 1 through 4, to be surplus to the needs of the City, and authorize the City Manager, or his designee to dispose of said property, or take other necessary action. (Sarah Winkle)

Planning Director Sarah Winkle stated the inquiry to surplus the property was made by the adjacent property owner on April 15, 2026. This lot is 11,074 square feet, but due to its width of only 49 feet, it is not considered a buildable lot. The property was posted for ten (10) days with picture documentation and was posted on the City website and the Government Access Channel. Ms. Winkle explained there were two (2) bids received for this property, however, the applicant was not the winning bid. In order for development or building to occur, a lot consolidation would need to be completed.

Motion was made by Committee Member Tom Martindale, seconded by Committee Member Jeremy Schuler to approve Resolution No. 3101, declaring certain real property in the possession of the City of Muskogee, more particularly described as Muskogee Original Townsite, Lot 3, Block 252, Trumbo Subdivision, Lots 1 through 4, to be surplus to the needs of the City, and authorize the City Manager, or his designee to dispose of said property.

AYE: Mayor Ryan Lowe, Committee Member Shirley Hilton-Flanary, Vice Chair Dan Hall, Committee Member Tom Martindale, Committee Member Mike Brawley, Committee Member Jeremy Schuler

Carried - Unanimously

16. Consider approval to authorize the City Manager to amend the Muskokgee Water System Maintenance Contract and Street Repair Contract between the City of Muskogee and Cook Consulting, LLC, by increasing the not-to-exceed limit from $575,000.00 to $635,000.00, for the remainder of FY2025-2026, or take other necessary action. (Mike Stewart)

Assistant Public Works Director Avery Rigney stated this contract is for after-hours repairs, emergency repairs, fire hydrant repairs, and jobs that may require equipment the City does not

own.

Motion was made by Committee Member Shirley Hilton-Flanary, seconded by Committee Member Jeremy Schuler to approve to authorize the City Manager to amend the Muskokgee Water System Maintenance Contract and Street Repair Contract between the City of Muskogee and Cook Consulting, LLC, by increasing the not-to-exceed limit from $575,000.00 to $635,000.00, for the remainder of FY2025-2026.

AYE: Mayor Ryan Lowe, Committee Member Shirley Hilton-Flanary, Vice Chair Dan Hall, Committee Member Tom Martindale, Committee Member Mike Brawley, Committee Member Jeremy Schuler

Carried - Unanimously

17. Consider approval to authorize the City Manager to amend the Catch Basin Replacement Project between the City of Muskogee and Cook Consulting, LLC, by increasing the not-to-exceed limit from $200,000.00, to $260,000.00, for the remainder of FY2025-2026, or take other necessary action. (Mike Stewart)

Motion was made by Committee Member Tom Martindale, seconded by Committee Member Shirley Hilton-Flanary to approve to authorize the City Manager to amend the Catch Basin Replacement Project between the City of Muskogee and Cook Consulting, LLC, by increasing the not-to-exceed limit from $200,000.00, to $260,000.00, for the remainder of FY2025-2026.

AYE: Mayor Ryan Lowe, Committee Member Shirley Hilton-Flanary, Vice Chair Dan Hall, Committee Member Tom Martindale, Committee Member Mike Brawley, Committee Member Jeremy Schuler

Carried - Unanimously

18. Consider approval of the appointment of Councilor Dan Hall, replacing Councilor Jaime Stout, to the Economic Development Advisory Committee, or take other necessary action. (Mayor Ryan Lowe)

Motion was made by Mayor Ryan Lowe, seconded by Committee Member Shirley Hilton-Flanary to approve of the appointment of Councilor Dan Hall, replacing Councilor Jaime Stout, to the Economic Development Advisory Committee.

AYE: Mayor Ryan Lowe, Committee Member Shirley Hilton-Flanary, Vice Chair Dan Hall, Committee Member Tom Martindale, Committee Member Mike Brawley, Committee Member Jeremy Schuler

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.

Pat Kaseca expressed her environmental concerns and requested the City reserve land for agricultural use in case of a food shortage.

Ivory Vann expressed his concerns about security at City Hall.

There being no further business, the meeting was adjourned.

VICE CHAIR DAN HALL
PUBLIC WORKS COMMITTEE

pwmin
TT

Public Works Committee **2.**

Meeting Date: 07/13/2026

Submitted For: Sarah Winkle, Planning

Initiator: Sarah Winkle, Director of Planning and Community Development

Department: Planning

Staff Information Source:

Information

AGENDA ITEM TITLE:

Hold a Public Hearing and consider approval of Resolution No. 3094, amending the Future Land Use Map for the property located at 4306 East Hancock Street, or take other necessary action. (Sarah Winkle)

BACKGROUND:

The applicant has requested a rezone of the property located at 4306 East Hancock Street from A-Agricultural to I-1 Light Industrial. The proposed use of the property will be for industrial use. The request does not conform to the 2025 Muskogee Comprehensive Plan and Future Land use Plan. The amendment is being requested to change the Future Land Use map from Traditional Residential to Light Industrial.

Planning Department Analysis

- Current Zoning & Use
  - A- Agricultural
  - Vacant, Commercial Use
- Proposed Zoning & Use
  - I-1 Light Industrial
  - Industrial Use
- Street Address: 4306 East Hancock Street

RECOMMENDED ACTION:

Approve Resolution 3094, amending the land use map.

Fiscal Impact

Attachments

Resolution

Future Map

Zoning Map

RESOLUTION NO. 3094

A RESOLUTION APPROVING AN AMENDMENT TO THE FUTURE LAND USE MAP FOR THE CITY OF MUSKOGEE FROM A TRADITIONAL RESIDENTIAL DISTRICT TO A LIGHT INDUSTRIAL 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 JUNE 2, 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 a TRADITIONAL RESIDENTIAL DISTRICT TO A LIGHT INDUSTRIAL DISTRICT located on the tracts of land described as:

The West half of the SW/4 of Section 32, Township 15 North, Range 19 East of the Indian Base and Meridian, Muskogee County, State of Oklahoma.

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

_____
RYAN LOWE, MAYOR

ATTEST:

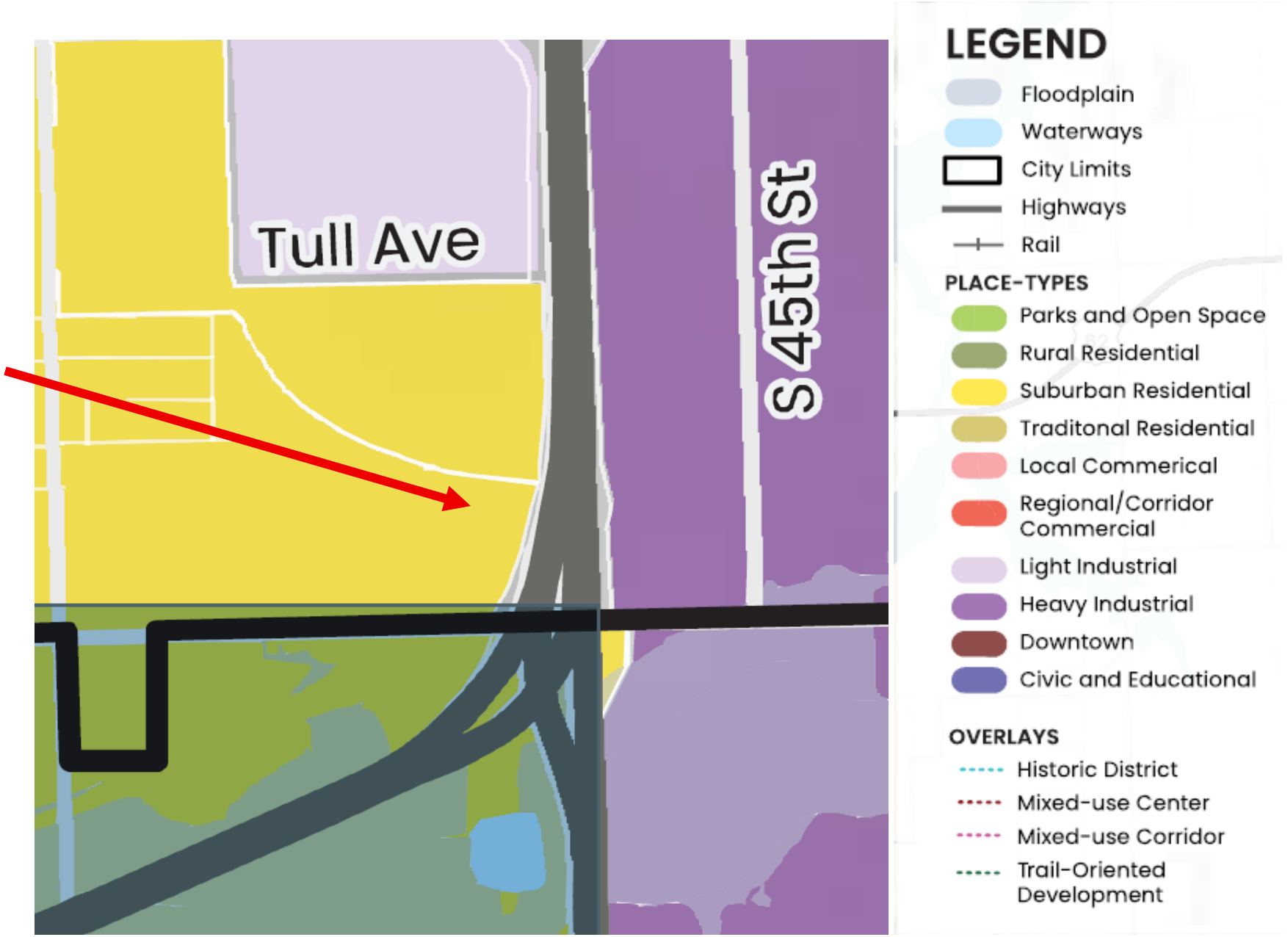
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TAMMY L. TRACY, CITY CLERK

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

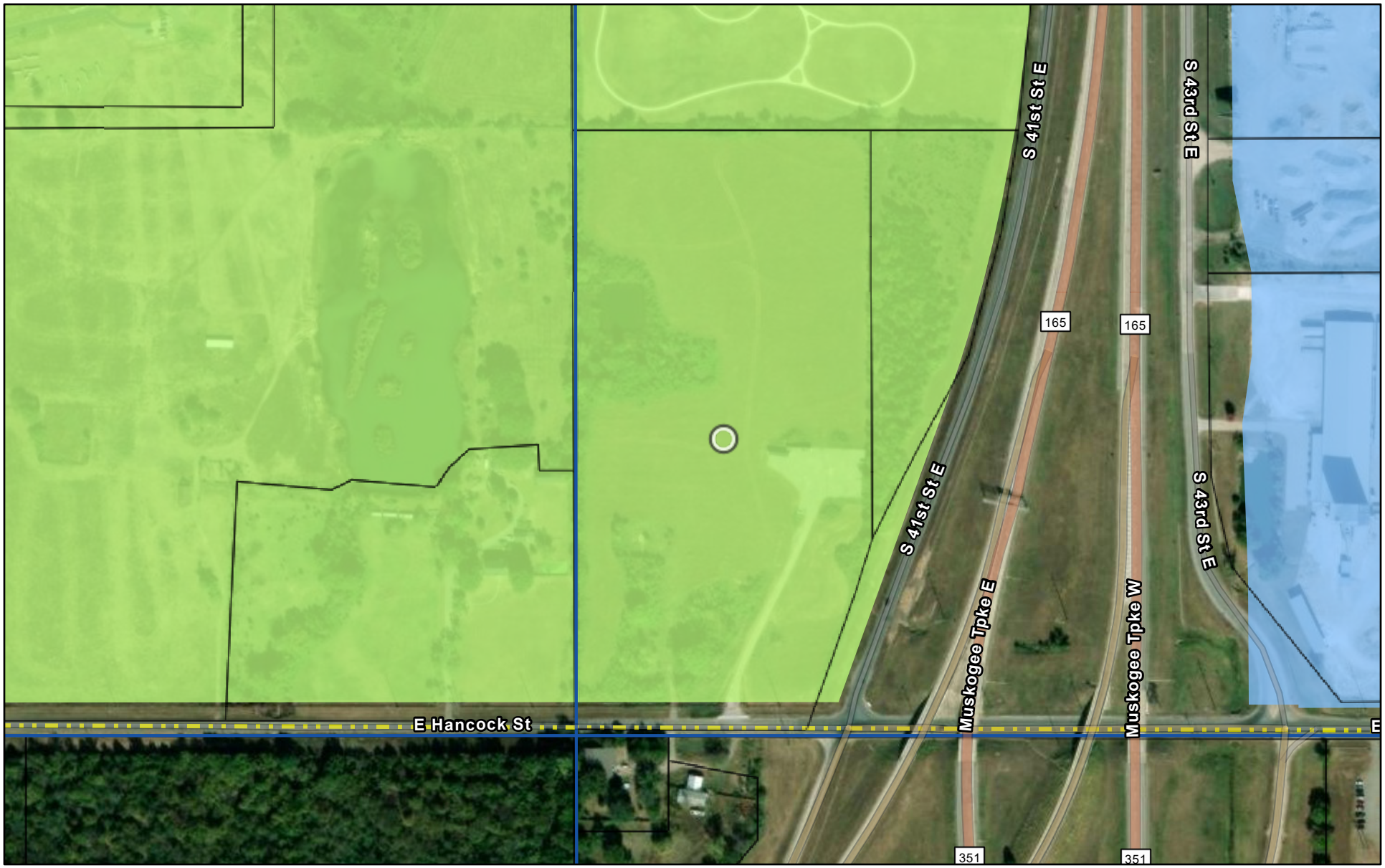
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_____
KERI SPENCER, INTERIM CITY ATTORNEY

Future Land Use Map



City of Muskogee Zoning Map



5/8/2026

Qtr Sect Areas

Muskogee City Limits

High Resolution 30cm Imagery

Zoning Districts

World Imagery

Citations

A

Low Resolution 15m Imagery

1.2m Resolution Metadata

P

High Resolution 60cm Imagery

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

Public Works Committee **3.**

Meeting Date: 07/13/2026

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. 4311-A, a request to rezone the property located at 4306 East Hancock Street, rezoning the property from A-Agricultural, to I-1, Light Industrial, or take other necessary action. (Sarah Winkle)

LEGAL DESCRIPTION:

The West half of the SW/4 of Section 32, Township 15 North, Range 19 East of the Indian Base and Meridian, Muskogee County, State of Oklahoma.

BACKGROUND:

The applicant has requested a rezone of the property located at 4306 East Hancock Street from A-Agricultural to I-1 Light Industrial. The proposed use of the property will be for industrial use and the establishment of a conservation easement.

Planning Department Analysis

- Current Zoning & Use
  - A- Agricultural
  - Vacant, Commercial Use
- Proposed Zoning & Use
  - I-1 Light Industrial
  - Industrial Use
- Street Address: 4306 East Hancock Street

RECOMMENDED STAFF ACTION:

Approve Ordinance 4311-A, a rezone request.

Fiscal Impact

Attachments

Ordinance

Zoning Map

Future Land Use Map

ORDINANCE NO. 4311-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 4306 EAST HANCOCK. THE TRACT OF LAND IS IN THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 15 NORTH, RANGE 19 EAST OF THE INDIAN BASE AND MERIDIAN, MUSKOGEE COUNTY, STATE OF OKLAHOMA. CONTAINING 19.51 ACRES MORE OR LESS AND PROVIDING FOR SEVERABILITY. THE PROPERTY IS MORE PARTICULARLY DESCRIBED AS:

The West half of the SW/4 of Section 32, Township 15 North, Range 19 East of the Indian Base and Meridian, Muskogee County, State of Oklahoma.

(Main Line Freight, LLC, Applicant)

FROM A. Agricultural

TO

I-1. Light Industrial

WHEREAS, the City of Muskogee Planning and Zoning Commission, in a meeting held June 2, 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;

The West half of the SW/4 of Section 32, Township 15 North, Range 19 East of the Indian Base and Meridian, Muskogee County, State of Oklahoma.

FROM A. Agricultural

TO

I-1. Light 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 JULY 2026.

_____

RYAN LOWE, MAYOR

ATTEST:

_____

TAMMY L. TRACY, CITY CLERK

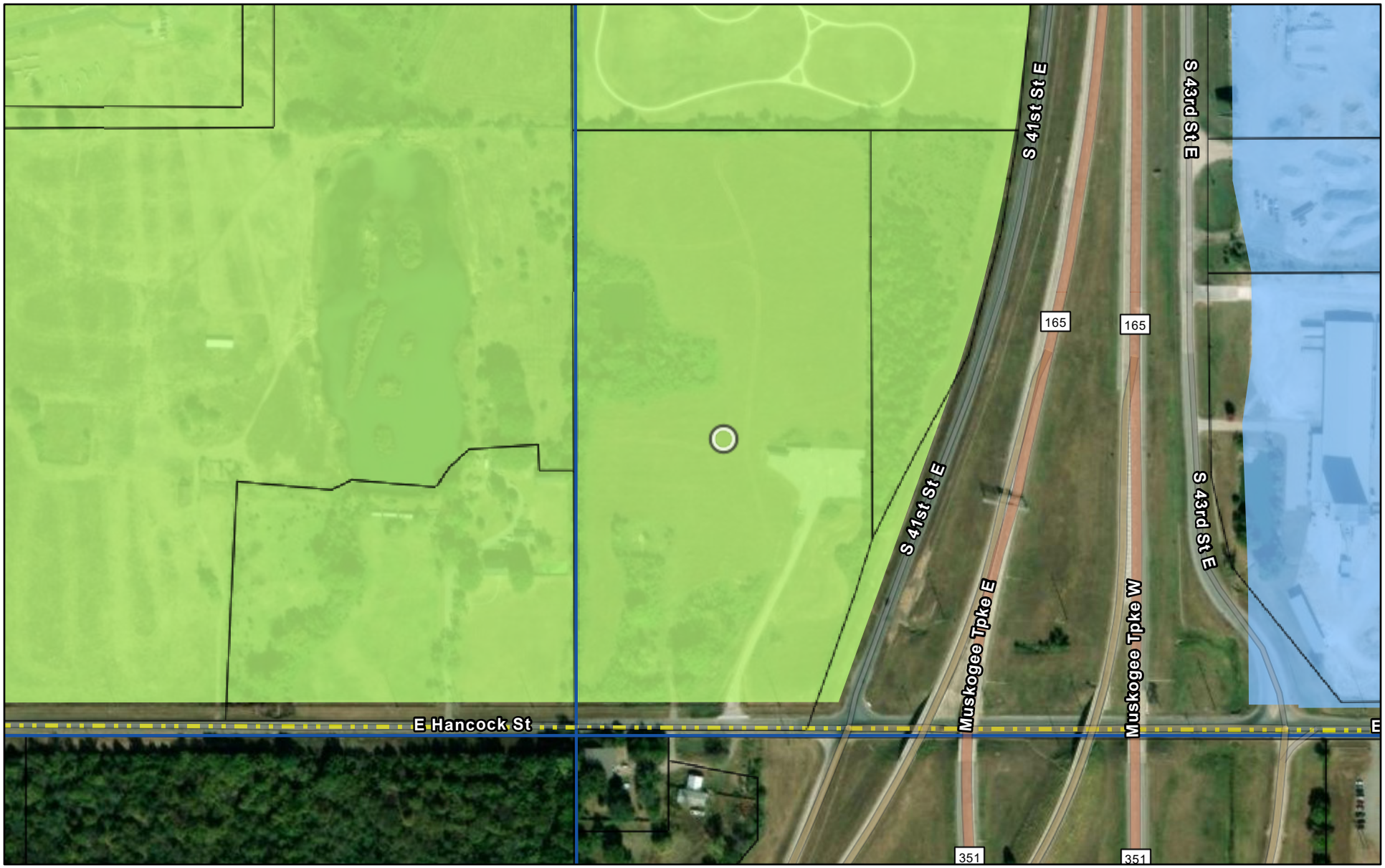
(SEAL)

APPROVED as to form and legality this ____ day of JULY 2026.

_____

KERI SPENCER, INTERIM CITY ATTORNEY

City of Muskogee Zoning Map



5/8/2026

Qtr Sect Areas

Muskogee City Limits

High Resolution 30cm Imagery

Zoning Districts

World Imagery

Citations

A

Low Resolution 15m Imagery

1.2m Resolution Metadata

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High Resolution 60cm Imagery

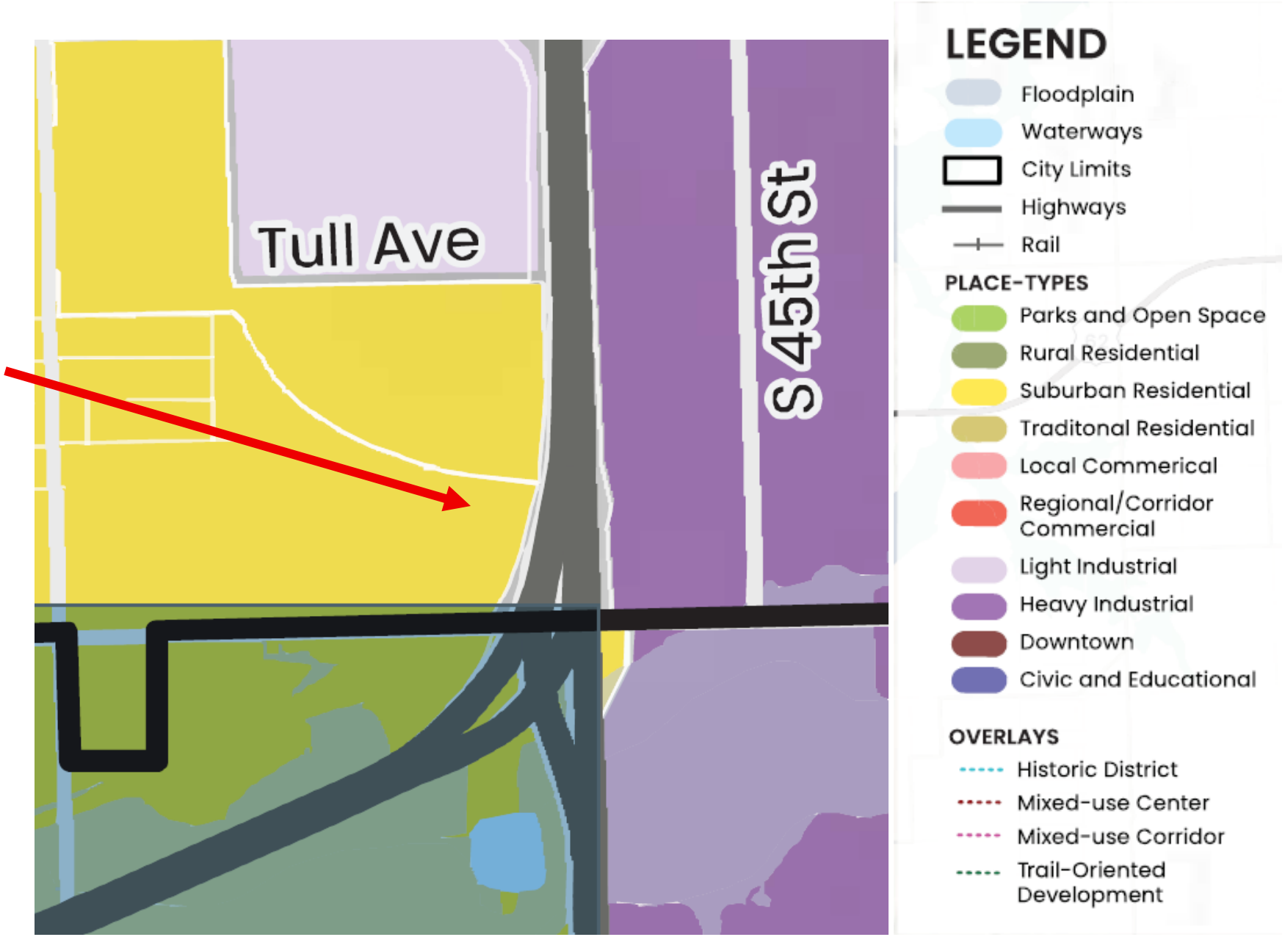
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Future Land Use Map



Public Works Committee **4.**

Meeting Date: 07/13/2026
Submitted For: Keri Spencer, City Attorney
Initiator: Kiyoshi Cruz, Assistant City Attorney
Department: City Attorney
Staff Information Source: City Attorney

Information

AGENDA ITEM TITLE:

Consider approval of Ordinance No. 4308-A, an ordinance of the City of Muskogee Code of Ordinances, by amending Chapter 54, Offenses and Miscellaneous Provisions; Article VI, Offenses Against Public Authority; adding Section 54-297, Using an Electronic Communication Device to Publish, Post, Make Publicly Available Information Identifying a Peace Officer, Public Officer, or Crime Victim; Providing for Repealer, Severability, and Declaring an Emergency, or take other necessary action. (Keri Spencer)

BACKGROUND:

Oklahoma State Legislature enacted a new statute that will prohibit publicly revealing the private information of an officer, crime victim, or public official.

RECOMMENDED ACTION:

Approve Ordinance No. 4308-A

Fiscal Impact

Attachments

ORD#4308-A

ORDINANCE NO. 4308-A

AN ORDINANCE OF THE CITY OF MUSKOGEE AMENDING THE CITY OF MUSKOGEE CODE OF ORDINANCES BY AMENDING CHAPTER 54 OFFENSES AND MISCELLANEOUS PROVISIONS; ARTICLE VI OFFENSES AGAINST PUBLIC AUTHORITY; ADDING SECTION 54-297 USING AN ELECTRONIC COMMUNICATION DEVICE TO PUBLISH, POST, MAKE PUBLICLY AVAILABLE INFORMATION IDENTIFYING A PEACE OFFICER, PUBLIC OFFICIAL OR CRIME VICTIM, PROVIDING FOR REPEALER, SEVERABILITY, AND DECLARING AN EMERGENCY.

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

Section 1. CITY OF MUSKOGEE CODE OF ORDINANCES, CHAPTER 54 OFFENSES AND MISCELLANEOUS PROVISIONS; ARTICLE VI OFFENSES AGAINST PUBLIC AUTHORITY; SECTION 54-297 USING AN ELECTRONIC COMMUNICATION DEVICE TO PUBLISH, POST, MAKE PUBLICLY AVAILABLE INFORMATION IDENTIFYING A PEACE OFFICER, PUBLIC OFFICE OR CRIME VICTIM, IS HEREBY ADOPTED TO READ AS FOLLOWS:

SECTION 54-297 USING AN ELECTRONIC COMMUNICATION DEVICE TO PUBLISH, POST, MAKE PUBLICLY AVAILABLE INFORMATION IDENTIFYING A PEACE OFFICER, PUBLIC OFFICIAL OR CRIME VICTIM

(a) Whoever, with the intent to threaten, intimidate or harass, or facilitate another to threaten, intimidate or harass, uses an electronic communication device to knowingly publish, post or otherwise make publicly available personally identifiable information of a peace officer, public official, election official, medical care provider, or crime victim, and as a result places that peace officer, public official, election official, medical care provider, or crime victim in reasonable fear of death or serious bodily injury shall, upon conviction, be guilty of a misdemeanor punishable by imprisonment in the county jail for a term not to exceed six (6) months, or by a fine not to exceed Five Hundred Dollars ($500.00), or by both such fine and imprisonment.

(b) "Crime victim" or "victim" means any person against whom a crime or delinquent act was committed or a person directly and proximately harmed by the commission of a crime or delinquent act, except homicide, in which case the victim may be a surviving family member including a stepbrother, stepsister or stepparent, or the estate when there are no surviving family members other than the defendant, and who, as a direct result of the crime, suffers injury, loss of earnings, out-of-pocket expenses, or loss or damage to property, and who is entitled to restitution from an offender pursuant to an order of restitution imposed by a sentencing court under the laws of this state. The term "victim" does not include the accused or a person who m the court finds would not act in the best interests of a person who is deceased or incompetent, a minor or an incapacitated victim;

(c) The term "peace officer" means any sheriff, police officer, federal law enforcement officer, tribal law enforcement officer, or any other law enforcement officer whose duty it is to enforce and preserve the public peace.

(d) “Public official” means any person elected or appointed to a state office in the executive, legislative, or judicial branch of state government or other political subdivision of the state.

State Law reference - 21 O. S. § 1176

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. EMERGENCY. This Ordinance being designated to protect the health and safety of the inhabitants of the City of Muskogee, Oklahoma, and based on the legislative update in the statutes of the State of Oklahoma becoming effective on June 14, 2024, an emergency is hereby declared to exist whereby the same shall be in full force and effect from and after its adoption and publication.

APPROVED AND PASSED 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.

_____

KERI SPENCER, INTERIM CITY ATTORNEY

Public Works Committee **5.**

Meeting Date: 07/13/2026
Submitted For: Keri Spencer, City Attorney
Initiator: Kiyoshi Cruz, Assistant City Attorney
Department: City Attorney
Staff Information Source: City Attorney

Information

AGENDA ITEM TITLE:

Consider approval of Ordinance No. 4313-A, an ordinance of the City of Muskogee amending the Muskogee Code of Ordinances by amending Chapter 22, Business Regulations; Article IV, Fireworks; Section 74-237, Conditions for Storage, Sale and Use; adding Repealer, Severability, and setting an Effective Date, or take other necessary action. (Keri Spencer)

BACKGROUND:

This amendment removes language that mentions several zoning classifications that the City of Muskogee no longer has.

RECOMMENDED ACTION:

Approve Ordinance No. 4313-A

Fiscal Impact

Attachments

ORD#4313-A

ORDINANCE NO. 4313-A

AN ORDINANCE OF THE CITY OF MUSKOGEE AMENDING THE MUSKOGEE CODE OF ORDINANCES BY AMENDING CHAPTER 22, BUSINESS REGULATIONS; ARTICLE IV, FIREWORKS; SECTION 22-146, CONDITIONS FOR STORAGE, SALE AND USE; 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 IV, FIREWORKS; SECTION 22-146, CONDITIONS FOR STORAGE SALE AND USE, IS HEREBY AMENDED TO READ AS FOLLOWS:

22-146, CONDITIONS FOR STORAGE, SALE AND USE

Class "C" fireworks may be legally stored, sold and used in the city only in accordance with the exceptions and conditions specified under the provisions of this section.

(1) All fireworks storage and sales areas shall be conspicuously posted with signs reading "FIREWORKS—NO SMOKING."

(2) Fireworks offered for retail sale must be protected from direct contact and handling by the public at all times. Self-serve or marketing where retail customers are allowed to move among stocks of fireworks or serve themselves from fireworks stocks or displays is strictly prohibited. Mail-order sales to consumers are prohibited through any medium of either interstate or intrastate commerce. Sales of consumer fireworks may only be made at properly licensed retail locations within the city. A sales clerk must be on duty to serve the consumer at the time of purchase.

(3) Fireworks shall not be sold or displayed to the public within any building or portion thereof which allows entry by any persons other than employees within such building unless the fireworks are kept where they cannot be reached or handled by those persons. An enclosed building used for sale of fireworks to the public shall have adequate exits as determined by the fire marshal. The sale of fireworks from vehicles, trailers, recreational vehicles and trucks are prohibited. The use of tents or other nonrigid shelters for the sale or storage of fireworks where the public may move about under or within the confines of a shelter is also prohibited.

(4) The retail license holder shall be responsible for the safe operation of retail sales to the public. The retail license holder shall be at least 18 years of age.

(5) No person shall offer fireworks for sale to residents of the city at retail before June 15 or after July 6 in each year. If a state retail license holder has an established business that has sold retail fireworks during December 15 through January 2 that is within a permanent building and the property is later incorporated in the city limits, said license holder may continue to offer consumer fireworks for sale within said building during the period of December 15 through January 2 each year. An established business is defined as one

operating for three consecutive years prior to the annexation. This subsection is not intended to modify the nonconforming use provisions of the zoning regulations.

(6) All locations for retail sale of fireworks shall be within an approved ~~"E-1" local commercial, "F" general commercial or "F-1" open air highway~~ zone for such retail sales unless at a church recently annexed into the city limits that can demonstrate that it had an established business for three consecutive years prior to the effective date of the ordinance from which this article is derived. ~~No stands shall be located in the "MXD" mixed use district.~~

(7) All stands must have fire extinguishers approved by the fire marshal in accordance with the requirements of NFPA-10 (National Fire Protection Association - Standard for Portable Fire Extinguishers).

(Code 1993, § 7-404.1; Ord. No. 3705-A, § 1, 4-11-2005)

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.

_____
KERI SPENCER, INTERIM CITY ATTORNEY

Public Works Committee **6.**

Meeting Date: 07/13/2026
Submitted For: Keri Spencer, City Attorney
Initiator: Kiyoshi Cruz, Assistant City Attorney
Department: City Attorney
Staff Information Source: City Attorney

Information

AGENDA ITEM TITLE:

Consider approval of Ordinance No. 4314-A, an ordinance of the City of Muskogee amending the Muskogee Code of Ordinances by amending Chapter 34, Court; Article II, Procedure; adding Section 34-58, Code Enforcement Officers; adding Section 34-59, Issuance of Citations by Code Enforcement Officers; adding Section 34-60, Failure to Appear for Code Enforcement Citation; adding Repealer, Severability, and Setting an Effective Date, or take other necessary action. (Keri Spencer)

BACKGROUND:

Ordinance change requested by Municipal Judge to clarify procedures in Court.

RECOMMENDED ACTION:

Approve Ordinance No. 4314-A

Fiscal Impact

Attachments

ORD#4314-A

ORDINANCE NO. 4314-A

AN ORDINANCE OF THE CITY OF MUSKOGEE AMENDING THE MUSKOGEE CODE OF ORDINANCES BY AMENDING CHAPTER 34, COURT; ARTICLE II, PROCEDURE; ADDING SECTION 34-58, CODE ENFORCEMENT OFFICERS; ADDING SECTION 34-59, ISSUANCE OF CITATIONS BY CODE ENFORCEMENT OFFICERS; ADDING SECTION 34-60, FAILURE TO APPEAR FOR CODE ENFORCEMENT CITATION; 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 34, COURT; ARTICLE II, PROCEDURE, IS HEREBY AMENDED TO READ AS FOLLOWS:

34-58 Code Enforcement Officers

(a) Code enforcement officers, as designated by the City Manager, are hereby authorized to enforce the provisions and ordinances of the code. In carrying out such duties, code enforcement officers may issue a citation to any person violating the provisions of the code.

(b) Code enforcement officers shall obtain certification as a Code Enforcement Officer through the Oklahoma Code Enforcement Association and/or the International Code Council within one (1) year from date of promotion or employment.

State law reference: 11 O. S. § 22-111; 11 O. S. § 22-111.1

34-59 Issuance of Citations by Code Enforcement Officers

In issuing a citation, the code enforcement officer shall proceed as follows:

(a) Such officer shall prepare a written citation to appear in court containing the name and address of the cited person, the offense charged, and stating when the person shall appear in court.

(b) One copy of the citation to appear shall be tendered to the person cited, and the code enforcement officer shall record the date and time of service.

(c) As soon as practicable the officer shall file the original citation with the Clerk of the Municipal Court. The signature of the code enforcement officer shall be acknowledged before the Court Clerk or Deputy. One copy of the citation shall be submitted to the office of the City Attorney.

(1) The office of the City Attorney shall have prosecutorial discretion to determine if enforcement of a citation will be pursued through municipal court or if the code enforcement division of the Planning and Zoning office will pursue enforcement through the nuisance abatement process which includes a hearing before the Public Nuisance Review Committee and the Uniform Building Code Appeals Board as codified in Chapters 18 and Chapter 38 of the Muskogee Municipal Code of Ordinances.

(d) This section shall not prohibit arrest of a person violating the provisions of the code.

State law reference: 11 O. S. § 22-111; 11 O. S. § 22-111.1

34-60 Failure to Appear for Code Enforcement Citation

If a cited person fails to appear before the Court in response to the citation, then a warrant for arrest shall be issued and executed upon the person. In addition, any person who willfully fails to appear in response to a citation is guilty of a separate and distinct offense.

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.

_____

KERI SPENCER, INTERIM CITY ATTORNEY

Public Works Committee **7.**

Meeting Date: 07/13/2026
Submitted For: Keri Spencer, City Attorney
Initiator: Kiyoshi Cruz, Assistant City Attorney
Department: City Attorney
Staff Information Source: City Attorney

Information

AGENDA ITEM TITLE:

Consider approval of Ordinance No. 4317-A, an ordinance of the City of Muskogee amending the Muskogee Code of Ordinances by amending Chapter 78, Traffic and Vehicles; Section 78-567, Equipment Required; Providing for Repealer, Severability, and Setting an Effective Date, or take other necessary action. (Keri Spencer)

BACKGROUND:

This ordinance is being updated because the State Legislature removed "Handlebars on motorcycles shall not be higher than eye level of the operator" from the state statute.

RECOMMENDED ACTION:

Approve Ordinance No. 4317-A

Fiscal Impact

Attachments

Ord No. 4317-A

ORDINANCE NO. 4317-A

AN ORDINANCE AMENDING THE CITY OF MUSKOGE CODE OF ORDINANCES BY AMENDING CHAPTER 78, TRAFFIC AND VEHICLES; ARTICLE XV, MOTORCYCLES; SECTION 78-567, EQUIPMENT REQUIRED, PROVIDING FOR 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. THE CITY OF MUSKOGEE CODE OF ORDINANCES, CHAPTER 78, TRAFFIC AND VEHICLES; ARTICLE XV, MOTORCYCLES; SECTION 78-567, EQUIPMENT REQUIRED, IS HEREBY AMENDED TO READ AS FOLLOWS:

Sec. 78-567 – Equipment required.

(a) Every motorcycle of the model year 1978 or later operating upon a highway within the city shall display at all times:

(1) A lighted headlamp or headlamps; and

(2) Any other illuminating devices, if manufactured to be displayed at all times.

(b) Every headlamp upon every motorcycle shall be located at a height of not more than 54 inches nor less than 22 inches to be measured as set forth in 47 O.S. § 12-202(B).

(c) Every motorcycle shall be equipped with at least one taillamp mounted on the rear on the vertical centerline of the motorcycle which shall emit a red light plainly visible from a distance of 1,000 feet to the rear, provided that in the case of a combination of vehicles only the taillamp on the rearmost vehicle need actually be seen from the distance specified.

(d) Every taillamp shall be located at a height of not more than 60 inches nor less than 15 inches.

(e) Either a taillamp or a separate lamp with a white light shall be so constructed and placed as to illuminate the rear license plate and render it clearly legible from a distance of 50 feet to the rear. Any taillamp, together with any separate lamp for illuminating the rear license plate, shall be lighted whenever the headlamp or driving lamp is lighted. The operation of a motorcycle upon which the license plate is surrounded or framed, partially or in whole, by any additional lamp or lamps or otherwise lighted by any additional lamp or lamps, shall be a violation of this subsection.

(f) Every motorcycle shall be equipped with and display at least one reflector meeting the requirements of this section.

(g) Every such reflector shall be mounted on the motorcycle at a height not less than 15 inches nor more than 60 inches measured as set forth in 47 O.S. § 12-202(B) and shall be of such size and characteristics and so mounted as to be visible at night from all distances within 600 feet to 100 feet from the motorcycle when directly in front of lawful lower beams of headlamps.

(h) Every motorcycle shall be equipped with at least one stop lamp meeting the requirements of subsection (i) of this section.

(i) The stop lamp required by subsection (h) of this section:

(1) Shall be mounted on the rear of the motorcycle;

(2) Shall display a red or amber light, or any shade of color between red and amber, visible from a distance of not less than 500 feet to the rear in normal sunlight; and

(3) Shall be actuated upon application of the brakes.

(j) Every motorcycle of model year 2005 and later shall be equipped with electric flashing turn signal lamps meeting the requirements of subsection (k) of this section.

(k) The flashing turn signal lamps required by subsection (j) of this section:

(1) Shall show to the front and rear of the motorcycle;

(2) Shall be located on the same level and as widely spaced laterally as practicable on the front of the motorcycle and when in use shall display a white or amber light, or any shade of color between white and amber, visible from a distance of not less than 500 feet to the front in normal sunlight;

(3) Shall be located at the same level and as widely spaced laterally as practicable on the rear of the motorcycle and when in use shall display a red or amber light, or any shade of color between red and amber, visible from a distance of not less than 500 feet to the rear in normal sunlight; and

(4) Shall indicate when actuated the intended direction of turning by flashing the lights showing to the front and rear on the side toward which the turn is made.

(l) In addition to other requirements prescribed by this article, all motorcycles, except when operated on actual trail rides conducted outside of public roads and highways, shall be equipped with:

(1) Two rearview mirrors, containing a reflection surface of not less than three inches in diameter, mounted one on each side of the motorcycle and positioned so as to enable the operator to clearly view the roadway to the rear of the vehicle;

(2) A windshield of sufficient quality, size and thickness to protect the operator from foreign objects, except that in lieu of such windshield, the operator shall wear goggles or other protective eyewear which meets American National Standards Institute (ANSI) Standard Z87.1 and provides positive retention, or a face shield of material and design to protect the operator from foreign objects;

(3) A properly operating speedometer capable of registering at least the maximum legal speed limit for that motorcycle;

(4) A fender over each wheel. All fenders shall be of the type provided by the manufacturer;

(5) A horn which shall comply with the requirements of 47 O.S. § 12-401; and

(6) A muffler or other effective noise-suppressing system which shall comply with the requirements of 47 O.S. § 12-402.

(m) No person under 18 years of age shall operate or ride upon any motorcycle unless such person is properly wearing a crash helmet of a type which complies with standards established by 49 CFR 571.218.

(n) ~~Handlebars on motorcycles shall not be higher than eye level of the operator~~.

(Prior Code, §§ 28-176, 28-178—28-183; Code 1993, § 20-1502; Previous Code 06-24-2025)

State Law reference— Equipment required, 47 O.S. §§ 12-601—12-606, 12-609.

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.

APPROVED AND PASSED BY THE CITY COUNCIL OF THE CITY OF MUSKOGEE, OKLAHOMA, THIS _____ DAY OF _____, 2025.

CITY OF MUSKOGEE

_____

RYAN LOWE, MAYOR

ATTEST:

_____

TAMMY L. TRACY, CITY CLERK
(seal)

Approved as to form and legality this _____day of _____, 2025.

_____

KERI SPENCER, INTERIM CITY ATTORNEY

Public Works Committee **8.**

Meeting Date: 07/13/2026
Submitted For: Keri Spencer, City Attorney
Initiator: Kiyoshi Cruz, Assistant City Attorney
Department: City Attorney
Staff Information Source: City Attorney

Information

AGENDA ITEM TITLE:

Consider approval of Ordinance No. 4318-A, an ordinance of the City of Muskogee amending the Muskogee Code of Ordinances by amending Chapter 54, Offenses and Miscellaneous Provisions; Section 54-46, Assault and Battery; Providing for Repealer, Severability, and Setting an Effective Date, or take other necessary action. (Keri Spencer)

BACKGROUND:

The State Legislature has replaced the length of time for imprisonment regarding assault. State law now indicates that a person who commits an assault will serve 90 days imprisonment instead of 30 days imprisonment. The State Legislature has also replaced the length of imprisonment for the charge of assault and battery. State law now indicates that a person who commits an assault and battery will serve 6 months of imprisonment instead of 90 days imprisonment.

RECOMMENDED ACTION:

Approve Ordinance No. 4318-A

Fiscal Impact

Attachments

4318-A

ORDINANCE NO. 4318-A

AN ORDINANCE AMENDING THE CITY OF MUSKOGE CODE OF ORDINANCES BY AMENDING CHAPTER 54, OFFENSES AND MISCELLANEOUS PROVISIONS; ARTICLE II, OFFENES AGAINST PERSONS; SECTION 54-46, ASSAULT AND BATTERY, PROVIDING FOR 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. THE CITY OF MUSKOGEE CODE OF ORDINANCES, CHAPTER 54, OFFENSES AND MISCELLANEOUS PROVISIONS; ARTICLE II, OFFENSES AGAINST PERSONS; SECTION 56-46, ASSAULT AND BATTERY, IS HEREBY AMENDED TO READ AS FOLLOWS:

Sec. 54-46 – Assault and battery.

(a) No person shall commit an assault or battery, or both, upon the person of another.

(b) Assault shall be punishable by imprisonment in a county jail not exceeding ninety (90) days, or by a fine of not more than five hundred dollars ($500.00), or by both such fine and imprisonment;

(c) Assault and battery shall be punishable by imprisonment in a county jail not exceeding six (6) months, or by a fine of not more than five hundred dollars ($500.00), or by both such fine and imprisonment.

(Prior Code, § 18-4; Code 1993, § 13-201; 06-24-2025)

State Law reference— Assault and battery generally, 21 O.S. § 641 et seq.; city's power to prevent, 11 O.S. § 22-110.

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.

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

CITY OF MUSKOGEE

_____
RYAN LOWE, MAYOR

ATTEST:

_____
TAMMY L. TRACY, CITY CLERK
(seal)

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

_____
KERI SPENCER, INTERIM CITY ATTORNEY

Public Works Committee **9.**

Meeting Date: 07/13/2026
Submitted For: Keri Spencer, City Attorney
Initiator: Kiyoshi Cruz, Assistant City Attorney
Department: City Attorney
Staff Information Source: City Attorney

Information

AGENDA ITEM TITLE:

Consider approval of Resolution No. 3102, adopting an amendment to Appendix A, Schedule of Fees and Charges, Chapter 54, Offenses and Miscellaneous Provisions; Section 54-46, Assault and Battery, or take other necessary action. (Keri Spencer)

BACKGROUND:

This amendment updates the fines for the charges of Assault and Assault and Battery pursuant to changes in the state statutory language during the past legislative session.

RECOMMENDED ACTION:

Approve Resolution No. 3102.

Fiscal Impact

Attachments

Res No. 3102

RESOLUTION NO. 3102

A RESOLUTION ADOPTING AN AMENDMENT TO APPENDIX A OF THE MUSKOGEE CITY CODE PERTAINING TO SCHEDULE OF FEES AND CHARGES, CHAPTER 54, OFFENSES AND MISCELLANEOUS PROVISIONS; SECTION 54-46, ASSAULT AND BATTERY.

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 passed an ordinance amending City Code pertaining to criminal offenses against the person;

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

THAT the Municipal Court of the City of Muskogee shall require a person who is charged with assault to pay no more than a $500.00 fine as defined in the ordinance and in compliance with state statute, and that the Municipal Court of the City of Muskogee shall require a person who is charged with assault and battery to pay no more than a $500.00 fine as defined in the ordinance and in compliance with state statute.

THAT there shall be a misdemeanor charge for assault within the city limits of Muskogee, which results in a fine of not more than $500.00 as defined in the ordinance and in compliance with state statute.

THAT there shall be a misdemeanor charge for assault and battery within the city limits of Muskogee, which results in a fine of not more than $500.00 as defined in the ordinance and in compliance with state statute.

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.

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

_____
RYAN LOWE, MAYOR

ATTEST: (seal)

_____
TAMMY L. TRACY, CITY CLERK

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

_____
KERI SPENCER, INTERIM CITY ATTORNEY

Public Works Committee **10.**

Meeting Date: 07/13/2026
Submitted For: Keri Spencer, City Attorney
Initiator: Kiyoshi Cruz, Assistant City Attorney
Department: City Attorney
Staff Information Source: City Attorney

Information

AGENDA ITEM TITLE:

Consider approval of Resolution No. 3103, adopting an amendment to Appendix A, Schedule of Fees and Charges, Chapter 54, Offenses and Miscellaneous Provisions; Article IV, Offenses Against Public Authority, Section 54-297, Using an Electronic Communication Device to Publish, Post, Make Publicly Available Information Identifying a Peace Officer, Public Official or Crime Victim, or take other necessary action. (Keri Spencer)

BACKGROUND:

This Resolution is the companion resolution to Ordinance 4308-A which codifies the use of electronic communication devices to identify certain individuals as a crime in the City of Muskogee. This Resolution amends Appendix A to indicate the fees and fines associated with this criminal charge.

RECOMMENDED ACTION:

Approve Resolution No. 3103

Fiscal Impact

Attachments

RES 3103

RESOLUTION NO. 3103

A RESOLUTION ADOPTING AN AMENDMENT TO APPENDIX A OF THE MUSKOGEE CITY CODE PERTAINING TO SCHEDULE OF FEES AND CHARGES, CHAPTER 54, OFFENSES AND MISCELLANEOUS PROVISIONS; ARTICLE IV, OFFENSES AGAINST PUBLIC AUTHORITY; SECTION 54-294, OFFENSE OF USING AN ELECTRONIC COMMUNICATION DEVICE TO PUBLISH, POST, MAKE PUBLICLY AVAILABLE INFORMATION IDENTIFYING A PEACE OFFICER, PUBLIC OFFICAL OR CRIME VICTIM, PER THE ATTACHED LIST.

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 passed an ordinance amending the City Code pertaining to criminal offenses against the person;

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

THAT the Municipal Court of the City of Muskogee shall require a person who is charged with offenses under the City Ordinance to pay no more than a $500.00 fine as defined in the ordinance and in compliance with state statute.

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.

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.

_____

KERI SPENCER, INTERIM CITY ATTORNEY

Exhibit A

OFFENSES AND MISCELLANEOUS PROVISIONS			
54-46	Assault Assault and Battery	No more than $500, plus Court Costs and Fees	
54-47	Malicious harassment based on race, color, religion, ancestry, sex, sexual orientation, gender identity and expression, national origin, or disability	$750.00	
54-218	Discharge of fireworks within the municipal boundaries	$500.00	6/24/2024
54-297	Using an electronic communication device to publish, post, make publicly available information identifying a peace officer, public official or crime victim	No more than $500.00, plus Court Costs and Fees	

Public Works Committee **11.**

Meeting Date: 07/13/2026

Submitted For: Keri Spencer, City Attorney

Initiator: Kiyoshi Cruz, Assistant City Attorney

Department: City Attorney

Staff Information Source:

Information

AGENDA ITEM TITLE:

Consider approval of Resolution No. 3104, adopting an amendment to Appendix A, Schedule of Fees and Charges, Chapter 54, Offenses and Miscellaneous Provisions; Section 54-139, Offense of Carrying Dangerous or Deadly Weapons, or take other necessary action. (Keri Spencer)

BACKGROUND:

This resolution adds a fine of $250 for the unlawful carrying of a concealed or concealed firearm onto certain premises defined by the ordinance. And also adds a $250 citation if the person refuses to leave the premises.

RECOMMENDED ACTION:

Approve Resolution No. 3104.

Fiscal Impact

Attachments

Res No. 3104

RESOLUTION NO. 3104

A RESOLUTION ADOPTING AN AMENDMENT TO APPENDIX A OF THE MUSKOGEE CITY CODE PERTAINING TO SCHEDULE OF FEES AND CHARGES, CHAPTER 54, OFFENSES AND MISCELLANEOUS PROVISIONS; SECTION 54-139, OFFENSE OF CARRYING DANGEROUS OR DEADLY WEAPONS.

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 passed an ordinance amending City Code pertaining to criminal offenses against public peace;

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

THAT the Municipal Court of the City of Muskogee shall require a person who is charged with unlawfully carrying any concealed or unconcealed firearm into any structure, building, or office space that is owned or leased by a city, town, county, state or federal governmental authority for the purposes of conducting business with the public, courthouse, courtroom, prison, jail, detention facility used to process, hold, or house arrested persons, prisoners or persons , any public or private elementary or public school or private secondary school, any publicly owned sports arena or venue during a professional sporting event, any place where gambling is allowed by law, to pay a fine that is no more than $250.00 as defined in the ordinance and in compliance with state statute. And if such person refuses to leave the property and a peace office is summoned, a citation will be issued for an amount no more than $250.00.

THAT there shall be a misdemeanor charge for a person unlawfully carrying any concealed or unconcealed firearm into any structure, building, or office space that is owned or leased by a city, town, county, state or federal governmental authority for the purposes of conducting business with the public, courthouse, courtroom prison, jail detention facility used to process, hold, or house arrested persons, prisoners or persons, any public or private elementary or public school or private secondary school, any publicly owned sports arena or venue during a professional sporting event, any place where gambling is allowed by law, within the city limits of Muskogee, which results in a fine of not more than $250.00 and if such person refuses to leave the property and a peace officer is summoned a citation will be issued for no more than $250.00 as defined in the ordinance and in compliance with state statute.

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.

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

_____
RYAN LOWE, MAYOR

ATTEST: (seal)

_____
TAMMY L. TRACY, CITY CLERK

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

_____
KERI SPENCER, INTERIM CITY ATTORNEY

Public Works Committee **12.**

Meeting Date: 07/13/2026

Initiator: Sarah Winkle, Director of Planning and Community Development

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Information

AGENDA ITEM TITLE:

Consider approval of the Preliminary Plat for 5th Dimension Food and Fuel, Inc., for the property located at 1305 South 32nd Street, consisting of 18.97 acres more or less, or take other necessary action. (Sarah Winkle)

LEGAL DESCRIPTION:

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

BACKGROUND:

The application was submitted by Mac McLaughlin to plat the 18.97 acres allowing for use and development by 5th Dimension Food and Fuel Inc. The preliminary plat will subdivide the 18.97 acre tract for development of a truck stop. The preliminary plat went to the Subdivision Review Committee on June 23, 2026, at 10:30 a.m. and was approved. The preliminary plat complies with the requirements of the subdivision regulations.

Planning Department Analysis

Current Zoning & Use: (C-1) Local Commercial & (C-2) General Commercial – Vacant Land
Proposed Zoning & Use: No Change
Quarter Section, Range, Township: 33; 18E; 15N
Street Address: 1305 S 32nd Street Muskogee, Oklahoma 74401

RECOMMENDED STAFF ACTION:

Approve.

Fiscal Impact

Attachments

Plat

Staff Report

PRELIMINARY PLAT

5th DIMENSION MUSKOGEE

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

CERTIFICATE OF OWNERSHIP

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

_____
NAME / COMPANY

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

NOTARY PUBLIC: _____

MY COMMISSION EXPIRES: _____

CERTIFICATE OF SURVEY

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

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

_____
TROY DEE
REGISTERED PROFESSIONAL LAND SURVEYOR
OKLAHOMA NO. 7263

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

NOTARY PUBLIC: _____

MY COMMISSION EXPIRES: _____

CERTIFICATE OF MUSKOGEE COUNTY TREASURER

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

_____
MUSKOGEE COUNTY TREASURER

CERTIFICATE OF MUSKOGEE COUNTY CLERK

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

_____
MUSKOGEE COUNTY CLERK

APPROVED: CITY OF MUSKOGEE
DATE: _____

CITY OF MUSKOGEE APPROVAL

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

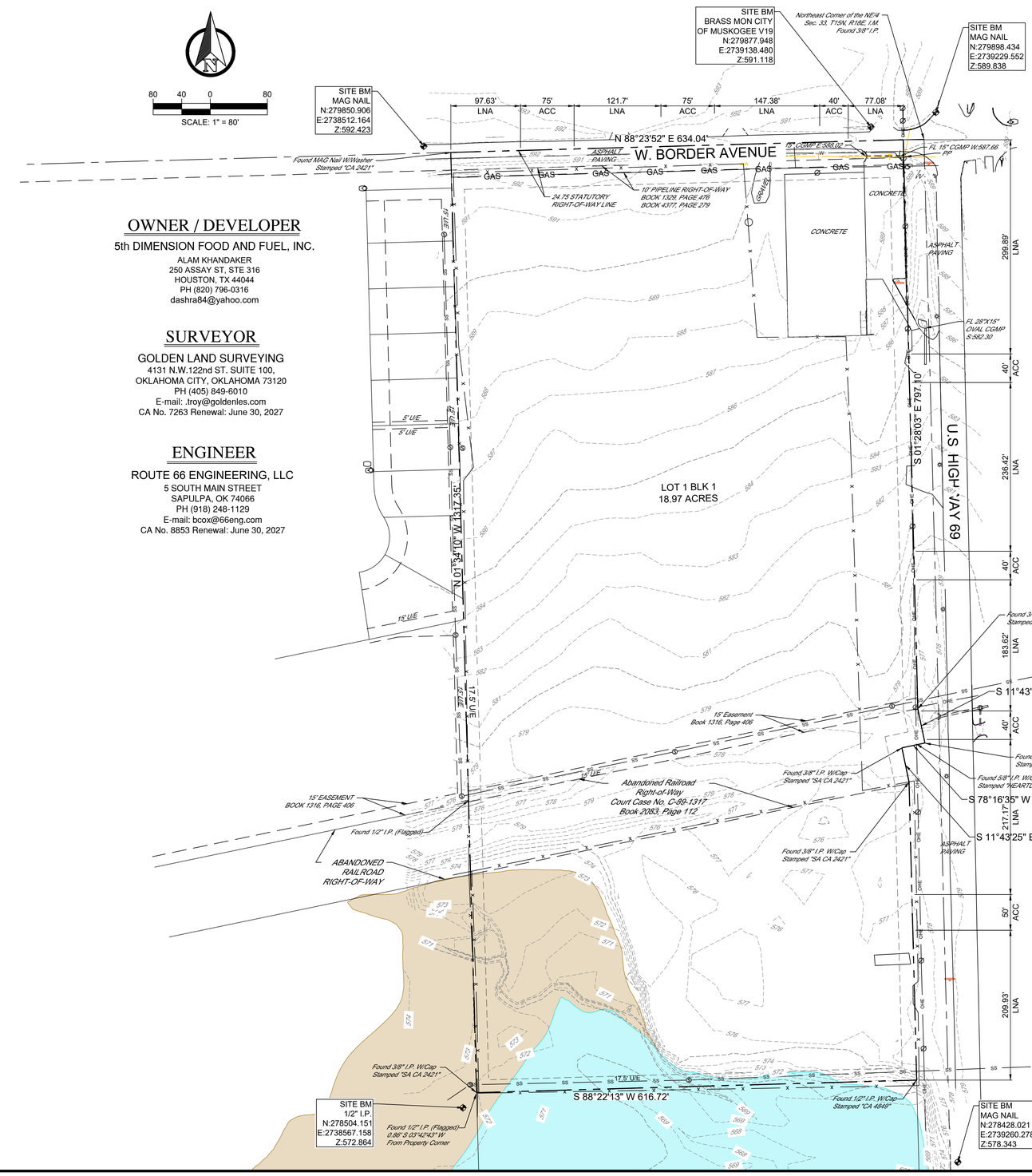
_____ ATTEST: _____
MAYOR CITY CLERK

ASSURANCE STATEMENT

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

_____
NAME / COMPANY

80 40 0 80
SCALE: 1" = 80'



OWNER / DEVELOPER

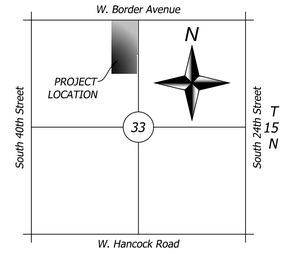
5th DIMENSION FOOD AND FUEL, INC.
ALAM KHANDAKER
250 ASSAY ST, STE 316
HOUSTON, TX 44044
PH (820) 796-0316
dashra84@yahoo.com

SURVEYOR

GOLDEN LAND SURVEYING
4131 N.W.122nd ST. SUITE 100,
OKLAHOMA CITY, OKLAHOMA 73120
PH (405) 849-6010
E-mail: .troy@goldenles.com
CA No. 7263 Renewal: June 30, 2027

ENGINEER

ROUTE 66 ENGINEERING, LLC
5 SOUTH MAIN STREET
SAPULPA, OK 74066
PH (918) 248-1129
E-mail: bcox@66eng.com
CA No. 8853 Renewal: June 30, 2027



LEGEND

- POWER POLE
- LIGHT POLE
- SANITARY SEWER MANHOLE
- STORM SEWER MANHOLE
- TELEPHONE RISER
- GAS MARKER
- SIGN
- FIRE HYDRANT
- WATER VALVE
- BENCHMARK
- GAS — GAS LINE
- SANITARY SEWER LINE
- TELEPHONE LINE
- OVERHEAD POWERLINE
- BARBED WIRE FENCE
- WATER LINE
- PROPERTY LINE
- LOT LINE
- EASEMENT LINE
- SECTION LINE

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

SUBDIVISION STATISTICS

SUBDIVISION CONTAINS ONE (1) LOT IN ONE (1) BLOCK.
GROSS SUBDIVISION AREA: 826,525.27 SF / 18.97 ACRES

ADDRESSES

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

BASIS OF BEARINGS

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

MONUMENTATION

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

ZONING REQUIREMENTS

C-2 — LOCAL COMMERCIAL:

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

FLOODPLAIN DATA

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

PRELIMINARY PLAT

5th DIMENSION MUSKOGEE

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

DEED OF DEDICATION

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

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

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

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

SECTION I: EASEMENTS AND UTILITIES

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

1.2. UNDERGROUND SERVICE.

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

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

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

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

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

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

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

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

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

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

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

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

SECTION II: ENFORCEMENT, DURATION, AMENDMENT, AND SEVERABILITY

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

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

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

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

MUSKOGEE
Planning Department

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

Planning & Community Development Staff Report

City of Muskogee Planning & Zoning Commission

July 7th, 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 Preliminary Plat for 5th Dimension Food and Fuel Inc., consisting of 18.97 acres more or less, or take other necessary action. (Sarah Winkle)

Planning Department Analysis

Current Zoning & Use: (C-1) Local Commercial & (C-2) General Commercial – Vacant Land

Proposed Zoning & Use: No Change

Quarter Section, Range, Township: 33; 18E; 15N

Street Address: 1305 S 32nd Street Muskogee, Oklahoma 74401

Legal Description:

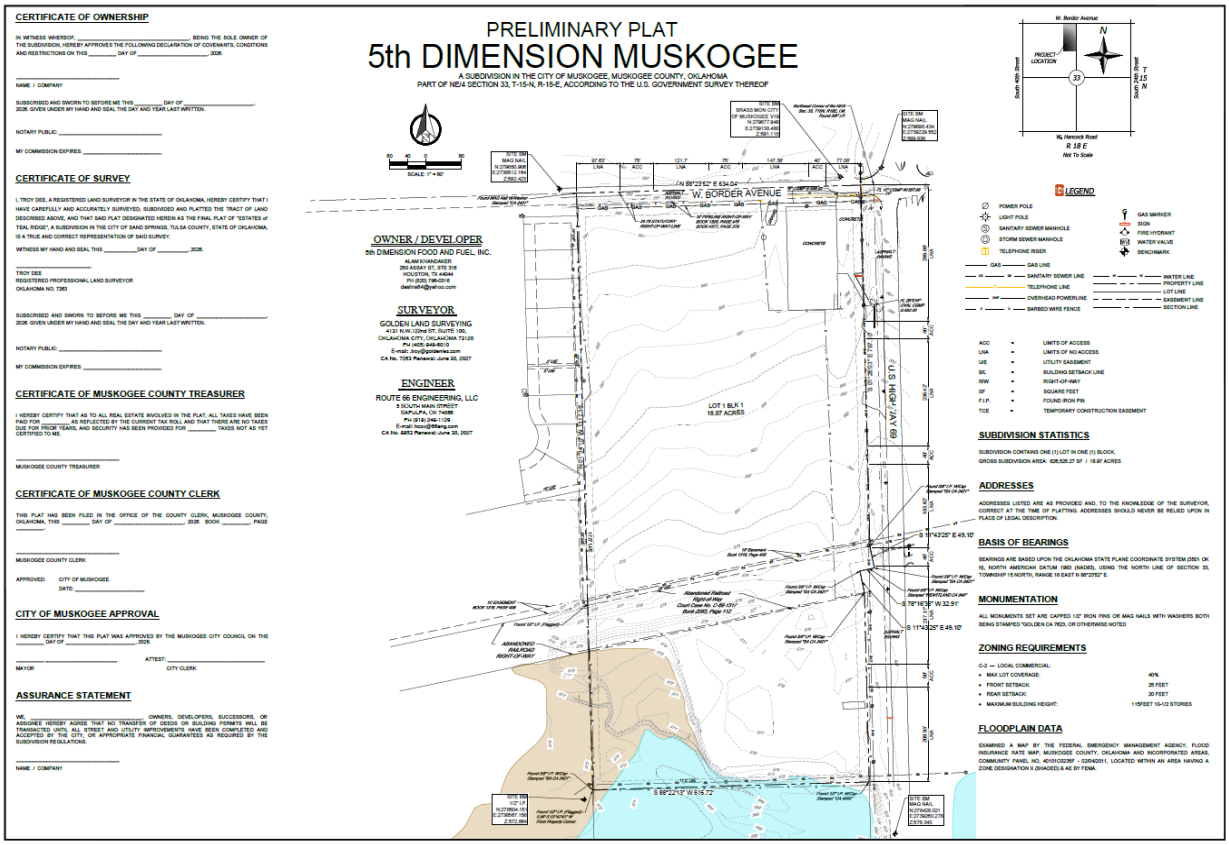
The East Half of the Northeast Quarter of the Northwest Quarter LESS 1.05 acres for Highway in Section Thirty-three (33), Township Fifteen (15) North, Range Eighteen (18) East of the Indian Base and Meridian, Muskogee County, Oklahoma.

Discussion: The application was submitted by Mac McLaughlin to Plat the 18.97 acres allowing for use and development by 5th Dimension Food and Fuel Inc. The preliminary plat will subdivide the 18.97 acre tract for development of a truck stop. The preliminary plat went to Subdivision Review Committee on June 23, 2026 @ 10:30 a.m. and was approved with the City. The preliminary plat complies with the requirements of the subdivision regulations.

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

RECOMMENDATION: Recommend approval to City Council of the Preliminary plat.

Preliminary Plat of the property:



PRELIMINARY PLAT

5th DIMENSION MUSKOGEE

A SUBDIVISION IN THE CITY OF MUSKOGEE, MUSKOGEE COUNTY, OKLAHOMA

PART OF NE/4 SECTION 33, T-15-N, R-18-E, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF

CERTIFICATE OF OWNERSHIP

CERTIFICATE OF SURVEY

CERTIFICATE OF MUSKOGEE COUNTY TREASURER

CERTIFICATE OF MUSKOGEE COUNTY CLERK

CITY OF MUSKOGEE APPROVAL

ASSURANCE STATEMENT

OWNER / DEVELOPER

5th DIMENSION FOOD AND FUEL, INC.

SURVEYOR

GOLDEN LAND SURVEYING

ENGINEER

ROUTE 66 ENGINEERING, LLC

W. BORDER AVENUE

N 89°23'52" E 634.04'

LOT 1 BLK 1
16.97 ACRES

69 AVE. NORTH (U.S. HWY 69)

S 78°16'32" W 32.91'

S 11°43'28" E 45.10'

S 88°22'13" W 616.12'

LEGEND

SUBDIVISION STATISTICS

ADDRESSES

BASIS OF BEARINGS

MONUMENTATION

ZONING REQUIREMENTS

FLOODPLAIN DATA

MUSKOGEE
Planning Department

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

Pictures of the property:





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





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





MUSKOGEE
Planning Department

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

Zoning Map:

City of Muskogee Zoning Map



6/3/2026

Zoning Districts
A
R-1
R-4
R-5
C-1
C-2
World Imagery
High Resolution 60cm Imagery
High Resolution 30cm Imagery
Citations
60cm Resolution Metadata

1:3,381
0 0.02 0.04 0.09 mi
0 0.04 0.07 0.14 km

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Public Works Committee **13.**

Meeting Date: 07/13/2026

Submitted For: Tyler Evans, Emergency Management/Airport

Initiator: Kelly Bolding, Deputy Emergency Management Director

Department: Emergency Management/Airport

Staff Information Source:

Information

AGENDA ITEM TITLE:

Consider approval to authorize the City Manager, or his designee to execute the FAA Grant Application in the amount of $4,009,00.00, and if awarded, accept the grant offer for the Rehabilitate Runway 13/31 Project, located at the Muskogee-Davis Regional Airport, FAA AIP Project Number 3-40-0062-021-2026, or take other necessary action. (Tyler Evans)

BACKGROUND:

This is a rehabilitation project for runway 13/31 at Muskogee-Davis Regional Airport. This includes the administration of the project, engineering phases (design, geotech, bidding, construction, and close-out), the force account, construction phases and FAA flight checks. The total project cost is $4,220,000.00. The Federal share is 95% ($4,009,000.00) with the remaining 5% ($211,000.00) being split between the ODAA (Oklahoma Department of Aerospace & Aeronautics) and the City of Muskogee. The City of Muskogee's share is 2.5% of the total project cost equaling $105,500.00.

RECOMMENDED ACTION:

Approve application and receipt of grant.

Fiscal Impact

Attachments

FAA Grant App

U.S. Department of Transportation
Federal Aviation Administration

PROJECT COST SUMMARY ~ *AFTER BIDS* (Construction Grant)

Muskogee-Davis Regional Airport (MKO)
3-40-0062-021-2026 - REHABILTIATE RUNWAY 13/31
6/16/2026

PROJECT ITEMS	Total Costs	Ineligible	AIP Eligible
ADMINISTRATION:			
1. Newspaper Ad	$ 0.00	$	$ **0.00**
2. Shipping and Mailing	$ 1,500.00	$	$ **1,500.00**
3. Independent Estimates	$ 4,000.00	$	$ **4,000.00**
4. Legal Expenses	$ 500.00	$	$ **500.00**
5. Approved Misc.Expenses	$ 1,557.01	$	$ **1,557.01**
ENGINEERING			
1. Design Phase	$ 0.00	$	$ **0.00**
2. Geotech	$ 0.00	$	$ **0.00**
3. Bidding	$ 0.00	$	$ **0.00**
4. Construction	$ 353,900.00	$	$ **353,900.00**
5. Close Out	$ 16,100.00	$	$ **16,100.00**
FORCE ACCOUNT *(Prior FAA Approval Required)*			
1. Design	$ 0.00	$	$ **0.00**
2. Construction Observation	$ 0.00	$	$ **0.00**
3. Construction Development	$ 0.00	$	$ **0.00**
CONSTRUCTION			
Contractor			
1. Base Bid Construction Costs	$ 3,842,442.99		$ **3,842,442.99**
2. Alternate Bid Construction Costs	$ 0.00	$	$ **0.00**
3. Change Orders	$ 0.00	$	$ **0.00**
4. Final Quantity Adjustment	$ 0.00	$	$ **0.00**
5. Liquidated Damages	$ 0.00	$	$ **0.00**
FAA FLIGHT CHECK			
1. Flight Check	$ 0.00	$	$ **0.00**
2. Correspondence	$ 0.00	$	$ **0.00**
TOTALS	$ 4,220,000.00	$	$ **4,220,000.00**
AIP FEDERAL SHARE 95 %			$ **4,009,000.00**
FINAL FEDERAL SHARE *(Round down to Nearest Whole Dollar)*			$ **4,009,000.00**
SPONSOR SHARE 2.5%			$ **105,500.00**
ODAA SHARE 2.5%			$ **105,500.00**

This form shows typical information required of a final project cost summary. Sponsors and Consultants may modify this form as necessary to better reflect the specific project costs.

OMB Number: 2120-0569
Expiration Date: 12/31/2026

Application for Federal Assistance SF-424

*1. Type of Submission:
- ☐ Preapplication
- ☒ Application
- ☐ Changed/Corrected Application

*2. Type of Application
- ☒ New
- ☐ Continuation
- ☐ Revision

* If Revision, select appropriate letter(s):

* Other (Specify)

*3. Date Received: 06/16/2026

4. Applicant Identifier: MKO

5a. Federal Entity Identifier: AIP 3-40-0062-021-2026

*5b. Federal Award Identifier:

State Use Only:

6. Date Received by **State**:

7. **State** Application Identifier:

8. APPLICANT INFORMATION:

*a. Legal Name: City of Muskogee, Oklahoma

*b. Employer/Taxpayer Identification Number (EIN/TIN): 73-6005340

*c. UEI: VR2NNSXENHU3

d. Address:

*Street 1: 229 W. Okmulgee Ave

Street 2:

*City: Muskogee

County/Parish:

*State: Province: OK

*Country: USA: United States

*Zip / Postal Code 74401

e. Organizational Unit:

Department Name: City Manager

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

*First Name: Kendal

Middle Name:

*Last Name: Francis

Suffix:

Title: City Manager

Organizational Affiliation:

*Telephone Number: 918-682-6602

Fax Number:

*Email: citymanager@muskogeeonline.org

Application for Federal Assistance SF-424

***9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Pick an applicant type

Type of Applicant 3: Select Applicant Type:

Pick an applicant type

*Other (Specify)

***10. Name of Federal Agency:**

Federal Aviation Administration

***11. Catalog of Federal Domestic Assistance Number**:

CFDA No: CFDA Title:

20.116 Airport Improvement Program (AIP)

***12. Funding Opportunity Number**:

3-40-0062-021-2026

*Title:

Rehabilitate Runway 13/31 (Construction Only)

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Muskogee, Muskogee County, Oklahoma - (Muskogee-Davis Regional Airport)

***15. Descriptive Title of Applicant's Project**:

Rehabilitate Runway 13/31 (Construction Only), involving an asphalt mill & overlay, remarking, and minor grading and lighting adjustments in accordance with the Oklahoma Department of Aerospace and Aeronautics Preliminary Engineering Report MKO-22-PER, final report dated 06/20/2025.

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424

16. Congressional Districts Of:

*a. Applicant: OK002 *b. Program/Project: OK002

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

*a. Start Date: 10/01/2026 *b. End Date: 12/31/2027

18. Estimated Funding ($):

*a. Federal	$ 4,009,000
*b. Applicant	$ 105,500
*c. State	$ 105,500
*d. Local	$ 0
*e. Other	$ 0
*f. Program Income	$ 0
*g. TOTAL	$ 4,220,000

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on _____ .

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☒ c. Program is not covered by E.O. 12372.

***20. Is the Applicant Delinquent On Any Federal Debt?**

☐ Yes ☒ No

If "Yes", explain:

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: _____ *First Name: Kendal

Middle Name: _____

*Last Name: Francis

Suffix: _____

*Title: City Manager

*Telephone Number: 918-682-6602 Fax Number:

* Email: citymanager@muskogeeonline.org

*Signature of Authorized Representative: *Date Signed:

Application for Federal Assistance (Development and Equipment Projects)

PART II – PROJECT APPROVAL INFORMATION

Part II - SECTION A

The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

Item 1.
Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?

☒ Yes ☐ No

Item 2.
Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?

☒ Yes ☐ No ☐ N/A

Item 3.
Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.

☐ Yes ☒ No ☐ N/A

Item 4.
Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).

☐ Yes ☒ No ☐ N/A

Item 5.
Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes.

☐ Yes ☒ No ☐ N/A

☐ The project is included in an *approved* PFC application.

If included in an approved PFC application,

does the application *only* address AIP matching share? ☐ Yes ☐ No

☐ The project is included in another Federal Assistance program. Its CFDA number is below.

Item 6.
Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals?

☐ Yes ☒ No ☐ N/A

If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:

☐ De Minimis rate of 10% as permitted by 2 CFR § 200.414.

☐ Negotiated Rate equal to _____ % as approved by _____ (the Cognizant Agency) on _____ (Date) (2 CFR part 200, appendix VII).

Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.

PART II - SECTION B

Certification Regarding Lobbying

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term “Sponsor” refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Authorized Representative shall complete and submit Standard Form-LLL, ‘‘Disclosure Form to Report Lobbying,’’ in accordance with its instructions.

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

Rehabilitate existing Runway 13/31 pavement. There will be no change to compatible land use.

2. Defaults – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

None

3. Possible Disabilities – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

None

4. Consistency with Local Plans – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

Yes

5. Consideration of Local Interest – It has given fair consideration to the interest of communities in or near where the project may be located.

Yes

6. Consultation with Users – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

Yes

7. Public Hearings – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

Public Hearing Not Required

8. Air and Water Quality Standards – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

Agreed As Applicable

PART II – SECTION C (Continued)

9. **Exclusive Rights** – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

None

10. **Land** – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

Yes, project is located on property owned by the airport.

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

N/A

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

N/A

[1] State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL	
1. Assistance Listing Number:	20.116
2. Functional or Other Breakout:	AIP 3-40-0062-021-2026

SECTION B – CALCULATION OF FEDERAL GRANT			
Cost Classification	**Latest Approved Amount (Use only for revisions)**	**Adjustment + or (-) Amount (Use only for revisions)**	**Total Amount Required**
1. Administration expense			$ 7,557
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			
5. Other Architectural engineering fees			
6. Project inspection fees			370,000
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			3,842,443
12. Equipment			
13. Miscellaneous			
14. **Subtotal** (Lines 1 through 13)			$ 4,220,000
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			4,220,000
17. **Less**: Ineligible Exclusions (Section C, line 23 g.)			
18. **Subtotal** (Lines 16 through 17)			$ 4,220,000
19. Federal Share requested of Line 18			4,009,000
20. Grantee share			105,500
21. Other shares			105,500
22. **TOTAL PROJECT** (Lines 19, 20 & 21)			$ 4,220,000

SECTION C – EXCLUSIONS	
23. Classification (Description of non-participating work)	**Amount Ineligible for Participation**
a.	
b.	
c.	
d.	
e.	
f.	
g. **Total**	

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE	
24. Grantee Share – Fund Categories	**Amount**
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	105,500
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. **TOTAL -** Grantee share	$ 105,500
25. Other Shares	**Amount**
a. State	105,500
b. Other	
c. **TOTAL -** Other Shares	$ 105,500
26. TOTAL NON-FEDERAL FINANCING	$ 211,000

SECTION E – REMARKS
(Attach sheets if additional space is required)

Non-Federal Share is being funded by City of Muskogee Funds and an ODAA Grant for half of the non-federal share.

PART IV – PROGRAM NARRATIVE

(Suggested Format)

PROJECT: AIP 3-40-0062-021-2026 - Rehabilitate Runway 13/31 (Construction Only)

AIRPORT: Muskogee-Davis Regional Airport (MKO)

1. Objective:

Project will perform the Construction phases of the Rehabilitate Runway 13/31 Effort. The full scope of the rehabilitate effort is outlined in a Preliminary Engineering Report commissioned by the Oklahoma Department of Aerospace and Aeronautics (ODAA) MKO-22-PER. Generally, the project involves rehabilitating the existing pavement surface via asphalt mill and overlay with minor grading and lighting adjustments.

2. Benefits Anticipated:

The existing pavement surface is experiencing distresses such as raveling, spalling, and joint damage. The project will rehabilitate the surface and markings, which will both enhance safety of the facility and extend the useful life of the existing pavement section.

3. Approach: (See approved Scope of Work in Final Application)

Design and Bidding phase services were completed in FY26.

It is anticipated that the project will receive FY26 FAA discretionary funds in addition to funds from the ODAA.

Project will be constructed in accordance with the plans and specifications as soon as practicable after anticipated receipt of the FY26 grant, anticipated late summer 2026 or spring 2027.

Quarterly reports will be submitted during construction of the project.

A close-out report will be submitted at the completion of the project with applicable test results.

4. Geographic Location:

Muskogee-Davis Regional Airport along the existing pavement surface of Runway 13/31 and minor work within the associated runway safety area.

5. If Applicable, Provide Additional Information:

Project has been on the ODAA's CIP for multiple years in anticipation of this effort.

6. Sponsor's Representative: (include address & telephone number)

Tyler Evans, Airport Manager
1201 Sabre Street, Muskogee, OK 74403
tevans@muskogeeonline.org; Office: 918-684-6234

Construction Project Final Acceptance
Airport Improvement Program Sponsor Certification

Sponsor: City of Muskogee, Oklahoma

Airport: Muskogee-Davis Regional Airport (MKO)

Project Number: 3-40-0062-021-2026

Description of Work: Rehabilitate Runway 13/31 (Construction Only)

Application

49 USC § 47105(d), authorizes the Secretary to require me certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in 2 CFR § 200.343 – Closeout and supplemented by FAA Order 5100.38. The sponsor must determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

Certification Statements

Except for certification statements below marked not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgment and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The personnel engaged in project administration, engineering supervision, project inspection, and acceptance testing were or will be determined to be qualified and competent to perform the work (Grant Assurance).
   ☒ Yes ☐ No ☐ N/A
2. Construction records, including daily logs, were or will be kept by the resident engineer/construction inspector that fully document contractor's performance in complying with:
   a. Technical standards (Advisory Circular (AC) 150/5370-12);
   b. Contract requirements (2 CFR part 200 and FAA Order 5100.38); and
   c. Construction safety and phasing plan measures (AC 150/5370-2).
   ☒ Yes ☐ No ☐ N/A
3. All acceptance tests specified in the project specifications were or will be performed and documented. (AC 150/5370-12).
   ☒ Yes ☐ No ☐ N/A

4. Sponsor has taken or will take appropriate corrective action for any test result outside of allowable tolerances (AC 150/5370-12).

   ☒ Yes ☐ No ☐ N/A

5. Pay reduction factors required by the specifications were applied or will be applied in computing final payments with a summary made available to the FAA (AC 150/5370-10).

   ☒ Yes ☐ No ☐ N/A

6. Sponsor has notified, or will promptly notify the Federal Aviation Administration (FAA) of the following occurrences:

   a. Violations of any federal requirements set forth or included by reference in the contract documents (2 CFR part 200);

   b. Disputes or complaints concerning federal labor standards (29 CFR part 5); and

   c. Violations of or complaints addressing conformance with Equal Employment Opportunity or Disadvantaged Business Enterprise requirements (41 CFR Chapter 60 and 49 CFR part 26).

   ☒ Yes ☐ No ☐ N/A

7. Weekly payroll records and statements of compliance were or will be submitted by the prime contractor and reviewed by the sponsor for conformance with federal labor and civil rights requirements as required by FAA and U.S. Department of Labor (29 CFR Part 5).

   ☒ Yes ☐ No ☐ N/A

8. Payments to the contractor were or will be made in conformance with federal requirements and contract provisions using sponsor internal controls that include:

   a. Retaining source documentation of payments and verifying contractor billing statements against actual performance (2 CFR § 200.302 and FAA Order 5100.38);

   b. Prompt payment of subcontractors for satisfactory performance of work (49 CFR § 26.29);

   c. Release of applicable retainage upon satisfactory performance of work (49 CFR § 26.29); and

   d. Verification that payments to DBEs represent work the DBE performed by carrying out a commercially useful function (49 CFR §26.55).

   ☒ Yes ☐ No ☐ N/A

9. A final project inspection was or will be conducted with representatives of the sponsor and the contractor present that ensure:

   a. Physical completion of project work in conformance with approved plans and specifications (Order 5100.38);

   b. Necessary actions to correct punch list items identified during final inspection are complete (Order 5100.38); and

   c. Preparation of a record of final inspection and distribution to parties to the contract (Order 5100.38);

   ☒ Yes ☐ No ☐ N/A

10. The project was or will be accomplished without material deviations, changes, or modifications from approved plans and specifications, except as approved by the FAA (Order 5100.38).

    ☒ Yes ☐ No ☐ N/A

11. The construction of all buildings have complied or will comply with the seismic construction requirements of 49 CFR § 41.120.

    ☐ Yes ☐ No ☒ N/A

12. For development projects, sponsor has taken or will take the following close-out actions:

    a. Submit to the FAA a final test and quality assurance report summarizing acceptance test results, as applicable (Grant Condition);

    b. Complete all environmental requirements as established within the project environmental determination (Oder 5100.38); and

    c. Prepare and retain as-built plans (Order 5100.38).

    ☒ Yes ☐ No ☐ N/A

13. Sponsor has revised or will revise their airport layout plan (ALP) that reflects improvements made and has submitted or will submit an updated ALP to the FAA no later than 90 days from the period of performance end date. (49 USC § 47107 and Order 5100.38).

    ☐ Yes ☐ No ☒ N/A

Attach documentation clarifying any above item marked with “No” response.

Sponsor’s Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked “no” is correct and complete.

Executed on this day of , .

Name of Sponsor: City of Muskogee, Oklahoma

Name of Sponsor’s Authorized Official: Kendal Francis

Title of Sponsor’s Authorized Official: City Manager

Signature of Sponsor’s Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Drug-Free Workplace
Airport Improvement Program Sponsor Certification

Sponsor: City of Muskogee, Oklahoma

Airport: Muskogee-Davis Regional Airport (MKO)

Project Number: 3-40-0062-021-2026

Description of Work: Rehabilitate Runway 13/31 (Construction Only)

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

   ☒ Yes ☐ No ☐ N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:

   a. The dangers of drug abuse in the workplace;

   b. The sponsor's policy of maintaining a drug-free workplace;

   c. Any available drug counseling, rehabilitation, and employee assistance programs; and

   d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

   ☒ Yes ☐ No ☐ N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).

   ☒ Yes ☐ No ☐ N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:

   a. Abide by the terms of the statement; and

   b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

   ☒ Yes ☐ No ☐ N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).

   ☒ Yes ☐ No ☐ N/A

6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

   a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and

   b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

   ☒ Yes ☐ No ☐ N/A

7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).

   ☒ Yes ☐ No ☐ N/A

Site(s) of performance of work (2 CFR § 182.230):

Location 1
Name of Location: Muskogee-Davis Regional Airport
Address: 1201 Sabre Street; Muskogee, OK 74403

Location 2 (if applicable)
Name of Location: City of Muskogee City Hall
Address: 229 W. Okmulgee Ave; Muskogee, OK 74401

Location 3 (if applicable)
Name of Location:
Address:

Attach documentation clarifying any above item marked with a “No” response.

Sponsor’s Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked “no” is correct and complete.

Executed on this day of , .

Name of Sponsor: City of Muskogee, Oklahoma

Name of Sponsor’s Authorized Official: Kendal Francis

Title of Sponsor’s Authorized Official: City Manager

Signature of Sponsor’s Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Equipment and Construction Contracts
Airport Improvement Sponsor Certification

Sponsor: City of Muskogee, Oklahoma

Airport: Muskogee-Davis Regional Airport (MKO)

Project Number: 3-40-0062-021-2026

Description of Work: Rehabilitate Runway 13/31 (Construction Only)

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General procurement standards for equipment and construction contracts within Federal grant programs are described in 2 CFR §§ 200.317-200.326. Labor and Civil Rights Standards applicable to the AIP are established by the Department of Labor (www.dol.gov) AIP Grant Assurance C.1—General Federal Requirements identifies all applicable Federal Laws, regulations, executive orders, policies, guidelines and requirements for assistance under the AIP. Sponsors may use state and local procedures provided the procurement conforms to these federal standards.

This certification applies to all equipment and construction projects. Equipment projects may or may not employ laborers and mechanics that qualify the project as a "covered contract" under requirements established by the Department of Labor requirements. Sponsor shall provide appropriate responses to the certification statements that reflect the character of the project regardless of whether the contract is for a construction project or an equipment project.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A written code or standard of conduct is or will be in effect prior to commencement of the project that governs the performance of the sponsor's officers, employees, or agents in soliciting, awarding and administering procurement contracts (2 CFR § 200.318).

   ☒ Yes ☐ No ☐ N/A

2. For all contracts, qualified and competent personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing (Grant Assurance C.17).

   ☒ Yes ☐ No ☐ N/A

3. Sponsors that are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required by Title VI of the Civil Rights Act and 49 CFR Part 26 for Disadvantaged Business Enterprises in all contracts and subcontracts.

   ☒ Yes ☐ No ☐ N/A

4. Sponsors required to have a DBE program on file with the FAA have implemented or will implement monitoring and enforcement measures that:

   a. Ensure work committed to Disadvantaged Business Enterprises at contract award is actually performed by the named DBEs (49 CFR § 26.37(b));

   b. Include written certification that the sponsor has reviewed contract records and has monitored work sites for performance by DBE firms (49 CFR § 26.37(b)); and

   c. Provides for a running tally of payments made to DBE firms and a means for comparing actual attainments (i.e. payments) to original commitments (49 CFR § 26.37(c)).

   ☒ Yes ☐ No ☐ N/A

5. Sponsor procurement actions using the competitive sealed bid method (2 CFR § 200.320(c)). was or will be:

   a. Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors;

   b. Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond;

   c. Publicly opened at a time and place prescribed in the invitation for bids; and

   d. Prepared in a manner that result in a firm fixed price contract award to the lowest responsive and responsible bidder.

   ☒ Yes ☐ No ☐ N/A

6. For projects the Sponsor proposes to use the competitive proposal procurement method (2 CFR § 200.320(d)), Sponsor has requested or will request FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:

   a. Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method;

   b. Plan for publicizing and soliciting an adequate number of qualified sources; and

   c. Listing of evaluation factors along with relative importance of the factors.

   ☒ Yes ☐ No ☐ N/A

7. For construction and equipment installation projects, the bid solicitation includes or will include the current federal wage rate schedule(s) for the appropriate type of work classifications (2 CFR Part 200, Appendix II).

   ☒ Yes ☐ No ☐ N/A

8. Concurrence was or will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances (Order 5100.38D):
    a. Only one qualified person/firm submits a responsive bid;
    b. Award is to be made to other than the lowest responsible bidder; and
    c. Life cycle costing is a factor in selecting the lowest responsive bidder.

    ☒ Yes ☐ No ☐ N/A

9. All construction and equipment installation contracts contain or will contain provisions for:
    a. Access to Records (§ 200.336)
    b. Buy American Preferences (Title 49 U.S.C. § 50101)
    c. Civil Rights - General Provisions and Title VI Assurances(41 CFR part 60)
    d. Federal Fair Labor Standards (29 U.S.C. § 201, et seq)
    e. Occupational Safety and Health Act requirements (20 CFR part 1920)
    f. Seismic Safety – building construction (49 CFR part 41)
    g. State Energy Conservation Requirements - as applicable(2 CFR part 200, Appendix II)
    h. U.S. Trade Restriction (49 CFR part 30)
    i. Veterans Preference (49 USC § 47112(c))

    ☒ Yes ☐ No ☐ N/A

10. All construction and equipment installation contracts exceeding $2,000 contain or will contain the provisions established by:
    a. Davis-Bacon and Related Acts (29 CFR part 5)
    b. Copeland “Anti-Kickback” Act (29 CFR parts 3 and 5)

    ☒ Yes ☐ No ☐ N/A

11. All construction and equipment installation contracts exceeding $3,000 contain or will contain a contract provision that discourages distracted driving (E.O. 13513).

    ☒ Yes ☐ No ☐ N/A

12. All contracts exceeding $10,000 contain or will contain the following provisions as applicable:
    a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity;
    b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8;
    c. Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247; and
    d. Provisions that address termination for cause and termination for convenience (2 CFR Part 200, Appendix II).

    ☒ Yes ☐ No ☐ N/A

13. All contracts and subcontracts exceeding $25,000: Measures are in place or will be in place (e.g. checking the System for Award Management) that ensure contracts and subcontracts are not awarded to individuals or firms suspended, debarred, or excluded from participating in federally assisted projects (2 CFR parts 180 and 1200).

    ☒ Yes ☐ No ☐ N/A

14. Contracts exceeding the simplified acquisition threshold (currently $250,000) include or will include provisions, as applicable, that address the following:

    a. Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100% (2 CFR § 200.325);

    b. Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act (40 USC 3701-3708, Sections 103 and 107);

    c. Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II);

    d. Conditions specifying administrative, contractual and legal remedies for instances where contractor of vendor violate or breach the terms and conditions of the contract (2 CFR §200, Appendix II); and

    e. All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738.

    ☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with “No” response.

Sponsor’s Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked “no” is correct and complete.

Executed on this day of , .

Name of Sponsor: City of Muskogee, Oklahoma

Name of Sponsor’s Authorized Official: Kendal Francis

Title of Sponsor’s Authorized Official: City Manager

Signature of Sponsor’s Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Project Plans and Specifications
Airport Improvement Program Sponsor Certification

Sponsor: City of Muskogee, Oklahoma

Airport: Muskogee-Davis Regional Airport (MKO)

Project Number: 3-40-0062-021-2026

Description of Work: Rehabilitate Runway 13/31 (Construction Only)

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). Labor and civil rights standards applicable to AIP are established by the Department of Labor (www.dol.gov/). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for procurement, design or construction of airports, and installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).

   ☒ Yes ☐ No ☐ N/A

2. Specifications incorporate or will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).

   ☒ Yes ☐ No ☐ N/A

3. The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC § 47107).

   ☒ Yes ☐ No ☐ N/A

4. Development and features that are ineligible or unallowable for AIP funding have been or will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).

   ☒ Yes ☐ No ☐ N/A

5. The specification does not use or will not use “brand name” or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).

   ☒ Yes ☐ No ☐ N/A

6. The specification does not impose or will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).

   ☒ Yes ☐ No ☐ N/A

7. The use of prequalified lists of individuals, firms or products include or will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).

   ☒ Yes ☐ No ☐ N/A

8. Solicitations with bid alternates include or will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).

   ☒ Yes ☐ No ☐ N/A

9. Concurrence was or will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).

   ☐ Yes ☐ No ☒ N/A

10. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).

    ☒ Yes ☐ No ☐ N/A

11. The design of all buildings comply or will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)

    ☐ Yes ☐ No ☒ N/A

12. The project specification include or will include process control and acceptance tests required for the project by as per the applicable standard:

    a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.

       ☒ Yes ☐ No ☐ N/A

b. Snow Removal Equipment as contained in AC 150/5220-20.

☐ Yes ☐ No ☒ N/A

c. Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.

☐ Yes ☐ No ☒ N/A

13. For construction activities within or near aircraft operational areas(AOA):

a. The Sponsor has or will prepare a construction safety and phasing plan (CSPP) conforming to Advisory Circular 150/5370-2.

b. Compliance with CSPP safety provisions has been or will be incorporated into the plans and specifications as a contractor requirement.

c. Sponsor will not initiate work until receiving FAA's concurrence with the CSPP (FAA Order 5100.38, Par. 5-29).

☒ Yes ☐ No ☐ N/A

14. The project was or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design (49 USC §47110(b)(1) and FAA Order 5100.38d, par. 3-100).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this day of , .

Name of Sponsor: City of Muskogee, Oklahoma

Name of Sponsor's Authorized Official: Kendal Francis

Title of Sponsor's Authorized Official: City Manager

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Selection of Consultants
Airport Improvement Program Sponsor Certification

Sponsor: City of Muskogee, Oklahoma

Airport: Muskogee-Davis Regional Airport (MKO)

Project Number: 3-40-0062-021-2026

Description of Work: Rehabilitate Runway 13/31 (Construction Only)

Application
49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Certification Statements
Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).

   ☒ Yes ☐ No ☐ N/A

2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).

   ☒ Yes ☐ No ☐ N/A

3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).

   ☒ Yes ☐ No ☐ N/A

4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).

☒ Yes ☐ No ☐ N/A

5. Sponsor has publicized or will publicize a RFQ that:

   a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and

   b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).

☒ Yes ☐ No ☐ N/A

6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).

☒ Yes ☐ No ☐ N/A

7. Sponsor has verified or will verify that agreements exceeding $25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR §180.300).

☒ Yes ☐ No ☐ N/A

8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:

   a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and

   b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).

☒ Yes ☐ No ☐ N/A

9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).

☒ Yes ☐ No ☐ N/A

10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).

☒ Yes ☐ No ☐ N/A

11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR §200.318(i)).

☒ Yes ☐ No ☐ N/A

12. Sponsor has incorporated or will incorporate mandatory contact provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)

☒ Yes ☐ No ☐ N/A

13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:

    a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));

    b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and

    c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).

    ☒ Yes ☐ No ☐ N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

    ☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this day of , .

Name of Sponsor: City of Muskogee, Oklahoma

Name of Sponsor's Authorized Official: Kendal Francis

Title of Sponsor's Authorized Official: City Manager

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Certification and Disclosure Regarding Potential Conflicts of Interest
Airport Improvement Program Sponsor Certification

Sponsor: City of Muskogee, Oklahoma

Airport: Muskogee-Davis Regional Airport (MKO)

Project Number: 3-40-0062-021-2026

Description of Work: Rehabilitate Runway 13/31 (Construction Only)

Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

a) The employee, officer or agent,

b) Any member of his immediate family,

c) His or her partner, or

d) An organization which employs, or is about to employ, any of the above.

Selecting “Yes” represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting “No” represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If “No” is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor’s and sub-recipient’s officers, employees, or agents, or by contractors or their agents.

   ☒ Yes ☐ No

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

   ☒ Yes ☐ No

3. The sponsor or sub-recipient certifies that is has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

   ☒ Yes ☐ No

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

Executed on this day of , .

Name of Sponsor: City of Muskogee, Oklahoma

Name of Sponsor's Authorized Official: Kendal Francis

Title of Sponsor's Authorized Official: City Manager

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Public Works Committee **14.**

Meeting Date: 07/13/2026

Submitted For: Tyler Evans, Emergency Management/Airport

Initiator: Kelly Bolding, Deputy Emergency Management Director

Department: Emergency Management/Airport

Staff Information Source:

Information

AGENDA ITEM TITLE:

Consider approval to authorize the City Manager, or his designee to execute the Oklahoma Department of Aerospace and Aeronautics (ODAA) Grant Application in the amount of $105,500.00, and if awarded, accept the grant offer for the Rehabilitate Runway 13/31 Project, located at the Muskogee-Davis Regional Airport, ODAA Project Number MKO-27A-FS, or take other necessary action. (Tyler Evans)

BACKGROUND:

This grant application is to the Oklahoma Department of Aerospace and Aeronautics (ODAA) for a 2.5% project cost match for the Rehabilitate Runway 13/31 Project at the Muskogee-Davis Field Regional Airport. The total project cost is $4,220,000.00 with the FAA matching 95% ($4,009,000.00) and the remaining 5% ($211,000.00) being split between the ODAA and the City of Muskogee. This grant application is for ODAA's 2.5% match ($105,500.00). The City of Muskogee is responsible for the remaining 2.5% ($105,500.00).

RECOMMENDED ACTION:

Approve application and receipt of the grant.

Fiscal Impact

Attachments

ODAA Grant

Oklahoma Department of Aerospace and Aeronautics

STATE GRANT APPLICATION

AIRPORT IMPROVEMENT

Oklahoma Department of Aerospace and Aeronautics
110 N. Robinson Ave., Suite 200
Oklahoma City, Oklahoma 73102
Phone: 405-604-6900

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APPLICATION and AGREEMENT

AIRPORT IMPROVEMENT GRANT

OKLAHOMA DEPARTMENT OF AEROSPACE AND AERONAUTICS

110 N. Robinson Ave., Suite 200

Oklahoma City, OKLAHOMA 73102

State Project #: MKO-27A-FS

Date: 06/16/2026

1. PROJECT INFORMATION

City of Muskogee hereinafter referred to as the (Sponsor) hereby makes application to the Oklahoma Department of Aerospace and Aeronautics (Department) for State Funds for the purpose of aiding in financing a project (hereinafter referred to as Project) for the development of the Airport (hereinafter referred to as Airport) located 7 miles North from the of Muskogee, Muskogee County, Oklahoma.

It is proposed that the Project shall consist of the following
(brief project description required):

Rehabilitate Runway 13/31 –consisting of an asphalt mill and overlay, joint/crack repair, seal coat, minor grading and permanent pavement marking.

FUNDING	SPONSOR	STATE (DEPARTMENT)	FEDERAL	TOTAL PROJECT COST
SHARES	$ 105,500.00	$ 105,500.00	$ 4,009,000.00	$ 4,220,000.00
	(2.5%)	(2.5%)	(95%)	(100%)

Round Sponsor share up to the nearest dollar and Department share down to the nearest dollar

The above identified project is depicted on the Airport Layout Plan or Sketch (Exhibit A) and major project items listed on the Project Costs page (Exhibit B-2).

Revised December 4, 2025

2. FUNDING

2.1 Projects funded by State Only Grant

For state grants, the maximum level of participation for the Department shall not exceed 95 percent (95%) of "Total Eligible Project Cost." The airport sponsor is required to provide a minimum of 5 percent (5%) of the project funding for the airport sponsor matching share.

Projects funded by Federal and State Grant

For FAA grants for projects identified in the Department's Airport Construction Program, the Department may provide half of the match that is required from the airport sponsor.

For FAA grants for projects identified in the Department's Airport Construction Program, the Department may provide supplemental state grant funding for project items. The maximum level of participation for the Department in such supplemental funding shall not exceed 95 percent (95%). The airport sponsor is required to provide a minimum of 5 percent (5%) of the supplemental project funding for the airport sponsor matching share.

For non-primary entitlement (NPE) grants or special federal earmarks not identified in the Department's Airport Construction Program, the Department will not provide half the match that is required from the airport sponsor. If NPE grant funds are transferred from other airport sponsors to an airport sponsor for a project identified in the Department's Airport Construction Program, the Department may assist with half of any required match from the receiving airport sponsor so long as it will save the Department state funds.

Projects funded by PREP

For funding directed to the Department as a part of the Preserving Rural Economic Prosperity (PREP) program or other similar state program created by the legislature for specifically identified site locations and infrastructure projects within the Oklahoma Airport System the Department may provide funds at a 100 percent (100%) level.

Terminal Building Projects

For terminal building projects, the Department's maximum cost-share level of participation shall be fifty percent (50%) and shall not exceed $1,000,000. The airport sponsor is required to provide a dollar-for-dollar airport sponsor matching share for every dollar the Department provides. Remaining share to complete project could come from any available source.

Hangar Construction Projects

For hangar construction projects, the Department may provide funding via grant or loan.

(A) For state grants the Department's maximum cost-share level of participation shall not exceed forty percent (40%). The airport sponsor is required to provide a minimum 5 percent (5%) for the airport sponsor matching share. Remaining share to complete project could come from any available source.

(B) For state loans the Department's maximum cost-share level of participation shall not exceed seventy percent (70%). The airport sponsor is required to provide a minimum 5 percent (5%) for the airport sponsor matching share. Remaining share to complete project could come from any available source.

Fuel System Construction Projects

For fuel system construction projects, the Department's maximum cost-share level of participation shall be fifty percent (50%) and shall not exceed $500,000 per system type (fixed or mobile) per fuel type. The airport sponsor is required to provide a minimum of 5 percent (5%) for the airport sponsor matching share. Remaining share to complete project could come from any available source.

2.2 The Sponsor shall submit an invoice on a monthly basis to the Department for the Department's share of the project cost as described in Section 2.1. The Department will process payment to the Sponsor for the amount that is justified with required supporting documentation. **The Department will not process any invoices until the Engineering Contract and Amendments, Resident Inspection Contract, and Acceptance Testing Contract (if required) has been submitted. In addition, a Construction Management Program (CMP) is required on all paving construction projects. Department staff reserves the right to request a CMP on other projects. The Department will also not process invoices that do not have the required documentation.** The required documentation consists of the following:

1. ODAA Partial Payment Request Form
2. Copy of the Federal Aviation Administration Invoice Summary (Projects funded by Federal and State Grant)
3. Copies of all vendor invoices.
4. Contractor's Application for Payment (State Form G702 or similarly adapted form)

5. Construction Quantities Report signed by the Engineer-of-record
6. Test invoices for the acceptance tests (8.10.6.3) performed in that period.

2.3 The Department will process payments until 90% of the actual project cost of the Department's share has been reached. The final 10% will not be released until:

1. The final acceptance test summary report (8.10.6.4) has been submitted to the Department.
2. The testing laboratory has submitted all acceptance test reports if requested by the Department.
3. If required by the specifications, a Percentage within specification limits report (8.10.6.5) with supporting computations has been submitted to the Department.
4. Final acceptance and project close-out documents have been submitted to the Department.
5. Copy of the final signed Federal Aviation Administration Outlay Report and Invoice Summary (Projects funded by Federal and State Grant)
6. FAA Grant Closeout Letter (Projects funded by Federal and State Grant)
7. A satisfactory Financial Report has been completed by the Department.

2.4 The Sponsor now has on deposit its share of the funding ($105,500.00) in a designated account, for use in defraying the costs of the project.

2.5 Change Orders

As described in Oklahoma Administrative Code §25:15-1-4(h) and 25:15-1-4(g) the B-2 form lists line-item project costs that cannot be exceeded. During the course of the construction of a project, change orders and/or supplemental agreements may be necessary to increase or decrease bid or line-item amounts and quantities due to unknown or unforeseen circumstances. A change order and/or supplemental agreement shall be sent to the Department along with a request to amend the approved grant's B-2 line-item or bid item.

1. For change orders and/or supplemental agreements that will not increase the Department's overall share for the project the Director may approve such an amendment to the grant application. Change orders and/or supplemental agreements approved by the Director shall be presented to the Commission at its next regular or special business meeting stating the reasons for the change order and/or supplemental agreement with such information as the Commission may require.
2. For change orders and/or supplemental agreements involving a total increase to the Department's overall share for the project not to exceed

Ten Thousand Dollars ($10,000) the Director may approve such an amendment to the grant application. Such change orders and/or supplemental agreements approved by the Director shall be presented to the Commission at its next regular or special business meeting stating the reasons for the change order and/or supplemental agreement with such information as the Commission may require.

3. Change orders and/or supplemental agreements involving a total increase to the Department's overall share for the project in excess of Ten Thousand Dollars ($10,000) must be presented to and approved by the Commission before such an amendment can be made to the grant application.

3. EXHIBIT A, Airport Layout Drawing or Project Sketch

An Airport Layout Drawing (ALD) or sketch showing the area and location of proposed construction or rehabilitation work must be provided by the Sponsor with a construction grant application.

4. EXHIBITS B, B-1, B-2, and B-3

Exhibits are to be filled out by the Sponsor and the Sponsor's Engineer. Exhibits B and B-1 have no specific format. Blank forms for Exhibits B-2 and B-3 are attached. All line items on the Exhibit B-2 are considered to be figures **not to be exceeded**. Any amount expended in excess of each line item will not be considered for payment without a change order or a supplemental agreement approved by the Department. A copy of the bid tabulation signed by the Engineer-of-record must accompany the grant application.

5. EXHIBITS C, C-1, and C-2

Exhibits are to be filled out by the Sponsor or the Sponsor's Engineer. Forms C, C-1, and C-2 are attached.

6. EXHIBIT D, Airport Zoning Regulations

As required by 3 O.S. § 103 each airport shall have airport zoning regulations adopted and enacted in order to regulate and restrict the height of structures or trees and land uses within the airport hazard areas. These airport zoning regulations must be adopted and enacted prior to funding. If the Sponsor has not adopted airport zoning regulations, it shall be part of the next state funded project.

7. EXHIBIT E, Sponsor Deposit Verification

The Sponsor is required to furnish verification to the Department that the Sponsor's funding share has been deposited in a designated account for use in defraying the costs of the project.

8. GRANT ASSURANCES

The grant assurances must remain attached to the agreement and be submitted with, and as a part of, this application and agreement.

In order to furnish the Department the Sponsor's assurances required by the Laws and Regulations, the Sponsor hereby covenants and agrees with the State of Oklahoma as follows:

8.1 TIME LIMITS

The Sponsor agrees that the project for which these funds are requested will be completed **within two years** from the date of grant approval.

8.2 EQUAL RIGHTS

8.2.1 The Sponsor agrees that in its operation of the Airport and all facilities thereon, neither it nor any person or organization occupying space or facilities thereon will discriminate against any person or class of persons by reason of race, sex, color, creed, handicap or national origin in the use of any facility provided for the public on airport property.

8.2.2 The Sponsor will operate the Airport as such for the use and benefit of the public. In furtherance of this covenant (but without limiting its general applicability and effect), the Sponsor specifically agrees that it will keep the Airport open to all types, kinds and classes of users: **Provided**, that the Sponsor may establish such fair, equal, and nondiscriminatory conditions to be met by all users of the Airport as may be necessary for the safe and efficient operation of the Airport: **And Provided Further**, that the Sponsor may prohibit or limit any given type, kind, or class of aeronautical use of the Airport if such action is necessary to serve the civil aviation needs of the public.

8.2.3 In furtherance of this covenant (but without limiting its general applicability and effect), the Sponsor specifically covenants and agrees:

8.2.3.1 That in any agreement, contract, lease or other arrangement under which a right or privilege at the Airport is granted to any person, firm, or corporation to render any service or furnish any parts, materials, or supplies (including the sale thereof) essential to the operation of aircraft at the Airport, the Sponsor will insert and enforce provisions requiring the contractor to:

8.2.3.1.1 furnish good, prompt and efficient service adequate to meet all demands for its service at the Airport; and

8.2.3.1.2 furnish said service on a fair, equal and nondiscriminatory basis to all users thereof, and,

8.2.3.1.3 charge fair, reasonable and nondiscriminatory prices for each unit of sale or service: **Provided** that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar types or price reductions to volume purchasers.

8.2.3.2 That it will not exercise or grant any right or privilege which would operate to prevent any person, firm, or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own employees (including, but not limited to, maintenance and repair) that it may choose to perform.

8.2.3.3 That if the Sponsor exercises any of the rights or privileges set forth in paragraph 8.2.2 of the Equal Rights Section, it will be bound by and adhere to the condition specified for contractors as set forth in sub-paragraph 8.2.3 of the Equal Rights Section.

8.2.3.4 Essential facilities, as listed in 8.5 (including night lighting systems, when installed) will be operated in such manner as to assure their availability to all users of the airport.

8.2.4 Nothing contained herein shall be construed to prohibit the granting or exercise of an exclusive right for the furnishing of non aviation products and supplies or any service of a non aeronautical nature.

8.3 AUTHORITY AND POWER

The Sponsor certifies it has the legal authority and power to:

8.3.1 do all things necessary in order to undertake and carry out the Project in conformity with State and Federal Statutes, Acts, and Regulations;

8.3.2 receive, accept and disburse grants of funds from the State of Oklahoma in aid of the Project, in terms and conditions stated in the Laws, Acts, and Regulations; and

8.3.3 carry out all the provisions of this Application and Agreement.

8.4 RESERVATION OF POWERS

The Sponsor will not enter into any transaction which would operate to deprive it of any of the rights and powers necessary to perform any or all of the covenants made herein. If any arrangement is made for management or operation of the Airport by any agency or person other than the Sponsor or an employee of the Sponsor, the Sponsor will reserve sufficient powers and authority to insure that the Airport will be operated and maintained in accordance with these covenants.

8.5 ESSENTIAL FACILITIES

Essential facilities are considered to be the following: a landing area and an aircraft parking area.

8.6 SPONSOR FUND AVAILABILITY AND MAINTENANCE

It has sufficient funds available for that portion of the project costs which are not to be paid by the Department. It has sufficient funds available to assure operation and maintenance of items funded under the grant agreement which it will own or control.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Department determines may be useful.

8.7 AIRPORT LAYOUT PLAN

The Sponsor of an airport included in the National Plan of Integrated Airport System (NPIAS) will keep up to date at all times an approved, reproducible Airport Layout Plan (ALP), showing: airport boundaries, aviation easements, location, and the nature of all existing and proposed airport facilities, structures (such as runways, taxiways, aprons, terminal buildings, hangars, roads) including all proposed extensions and the location of all existing and proposed non aviation areas. The ALP must be prepared in accordance with FAA Advisory Circular

150/5300-13 (most current edition).

The Sponsor will not make or permit to be made any changes or alterations to the Airport or any of its facilities other than in conformity with the ALP as so approved by the Department and/or the FAA, if such changes or alterations might adversely affect the safety, utility, or efficiency of the Airport.

8.8 PROJECT FINANCIAL REPORT REQUIREMENTS

The Department shall prepare a financial report of income and expenditures of **all project funds (Federal, Department, and Sponsor)**. The final 10% of the actual project cost of state grant funds will not be released until a satisfactory financial report has been prepared by the Department.

Records of expenditures shall be maintained by the Sponsor for not less than three (3) years. Access to these records will be provided at the grantees regular place of business.

8.9 ACKNOWLEDGMENT

The Sponsor assures that no work has been started nor has any work been completed on any of the Project(s) for which funds are requested in this Application and Agreement. The Sponsor further acknowledges that the funds will be used only for the purpose described in this Agreement.

8.10 TERMS AND CONDITIONS

Upon execution by the Sponsor and the Department, the offer and acceptance of this grant shall constitute a grant agreement between the Department and the Sponsor. The Department and the Sponsor shall be bound by all of the terms and conditions of the grant agreement and the grant assurances. The Department and the Federal Aviation Administration (FAA) representatives will have access to the job site and project records at all times. In addition to all other requirements imposed by law or by this agreement, all grants or loans by the Department shall be subject to the following terms and conditions:

8.10.1 The period of the grant or loan agreement shall be twenty (20) years from the date of the Sponsor's acceptance and/or the life of the improvements contemplated under the grant or loan application, whichever is longer.

8.10.2 The airport and/or visual navigational aids shall remain under the Sponsor's control and shall be maintained by the Sponsor in a safe and serviceable condition during the period of this agreement.

8.10.3 The Sponsor assures that all land to be constructed upon is held in clear fee simple title by the Sponsor or is leased from the Federal Government of the United States. The Sponsor assures that, if the land is leased, the lease will be maintained current for a period not less than the life of the agreement. The Sponsor assures that the land, whether leased or held in fee simple, shall be pledged to airport use and shall not be removed in whole or in part from such use without prior written approval from the Department. In addition, airport property as defined in the airport layout plan cannot be transferred by the airport sponsor without the written approval of the Department.

The Sponsor further assures the possession of sufficient land for development, operation and maintenance of the airport or air navigational facility. This requirement shall include the amount of land needed for necessary runways, taxiways, aircraft parking areas and runway protection zones.

8.10.4 Consistent with safety and security requirements, a Sponsor shall make the airport or navigational facility available to all types, kinds and classes of aeronautical use without discrimination between such types, kinds and classes and shall provide adequate public access during the period of this agreement.

8.10.5 The Sponsor shall not grant or permit anyone to exercise an exclusive right for the conduct of any aeronautical activity on or about an airport project landing area. Aeronautical activities include, but are not limited to scheduled airline flights; charter flights, flight instruction; aircraft sales, rental and repair; sale of aviation petroleum products; and aerial application. The landing area consists of runways or landing strips, taxiways, parking aprons, roads, airport lighting, and navigational aids.

8.10.6 The Sponsor shall carry out and complete a project without undue delay and in accordance with the plans and specifications submitted to the Department. The Sponsor shall ensure that the following is provided to the Department:

1. On all paving construction projects, the sponsor shall furnish a Construction Management Program (CMP) to the Department prior to the start of construction which shall detail the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality

control provisions and tests required by the specifications. Department staff reserves the right to request a CMP on other projects. The CMP shall include as a minimum:

a. The name of the person representing the Sponsor who has overall responsibility for contract administration for the Grant and the authority to take necessary actions to comply with the contract.

b. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided.

c. Procedures for determining that testing laboratories meet the requirements of the American Society of Testing and Materials standards on laboratory evaluation referenced in the contract specifications (D 3666, C 1077).

d. Qualifications of engineering, supervision, and construction inspection personnel.

e. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test.

f. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.

2. Weekly Progress Report: The sponsor shall ensure that a weekly progress report is submitted using FAA form 5370-1 to the Department.
3. Acceptance Tests: The Sponsor shall ensure that the acceptance testing laboratory provides a copy of all acceptance tests as and when the results become available.
4. Summary Report: Upon completion of the project, the Sponsor shall provide the Department a final acceptance test summary report. The report shall document the results of all acceptance tests performed and the location of the material tested. The report shall highlight those acceptance tests that were out-of-tolerance and include the pay reductions applied and reasons for accepting any out-of-tolerance material. An interim test and quality control report shall be submitted, if requested by the Department.
5. When the specifications provide for acceptance based on the method of estimating percentage of material within specification limits (PWL), the Sponsor will submit a final report of PWL computations in

accordance with section 110, AC 150/5370-10 (most current version) with the summary report.

6. The Department, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that sponsor test results are inaccurate.

8.10.7 The Sponsor, if requested by the Department, shall submit to the Department annual statements of airport or air navigation facility revenues and expenses.

8.10.8 The Sponsor will comply with the Municipal Airports Act of 1948 (Oklahoma Statutes of 1991, Title 3, Section 65.1 et seq.) and specifically, Sec. 65.12, which requires: “The revenues obtained by a municipality from the ownership, control or operation of any airport or navigation facility, including proceeds from the sale of any airport or portion thereof of air navigation facility property, shall be deposited in a special fund to be designated as the ‘Airport Fund’, which revenues shall be appropriated solely to, and used by the municipality for, the purposes authorized by this act.”

8.10.9 All development of an airport constructed with grant funds shall be consistent with the approved Airport Layout Plan. A reproducible copy of such plan (as specified by the Department) and all subsequent modifications thereto, shall be filed with the Department.

8.10.10 The Sponsor shall comply with the “Public Competitive Bidding Act of 1984" (Oklahoma Statutes of 1991, Title 61, Sec. 101 et seq.), which relates to the execution of certain public agency contracts, etc.

8.10.11 After actual bids on the project are received, a tabulation of all bids on the project must be signed by the Engineer-of-record and must accompany the grant application.

8.10.12 When airport lighting is part of a project, the Sponsor shall operate such lighting from sunset to sunrise either manually or by remote control.

x

8.10.13 The Department shall not be a party to any contract or commitment which a Sponsor may enter into or assume in carry out a project.

8.10.14 It being further understood and agreed that should the Sponsor fail to do

those things herein described and approved and within the time frame prescribed, that said funds shall, without notice, be withdrawn and revert to the Department. It is the Sponsor's responsibility, when delays or problems are encountered, to notify the Department and request from the Department a written time extension and/or deviation.

8.11 LIFE OF THE AGREEMENT

The covenants and assurances shall become effective upon acceptance by the Sponsor of an offer of State aid for the Project or any portion thereof, made by the Department, and shall constitute a part of the Project Agreement thus formed. These covenants and assurances shall remain in full force and effect throughout the useful life of the facilities developed under this Project; but, in any event a minimum of twenty (20) years from the date of said acceptance of this offer of State aid for the Project.

8.12 HANGAR CONSTRUCTION PROJECTS

8.12.1 The Sponsor will ensure any hangars built using Department funds will receive fair market rental rates compared to similar hangar facilities at airports that have similar amenities and capabilities within the region in which that airport is located.

8.12.2 The Sponsor agrees to include in any rental agreement the most up-to-date Federal Aviation Administration hangar use policy and agrees to actively enforce that policy to its full effect.

8.12.3 The Sponsor agrees that any hangar built using Department funds will not be used as a permanent or semi-permanent residence. Hangars may have crew quarters for intermittent overnight stays at the discretion of the Sponsor.

8.12.4 The Sponsor will include in any rental agreement that the aircraft based in a hangar built using Department funds will be in compliance with federal airworthiness requirements and have complied with state aircraft excise tax and aircraft registration requirements.

8.13 FUEL SYSTEM CONSTRUCTION PROJECTS

The airport sponsor understands that fuel systems funded by the Department must be operated by the public airport sponsor and not a third party entity or contractor.

9. SIGNATURE BLOCK

IN WITNESS WHEREOF, the Sponsor has caused this APPLICATION AND ASSURANCES to be duly executed in its name, this _____ day of _____, _____.

SPONSOR'S ACCEPTANCE: (Mayor, City Manager or other designated official)	TRUST, IF REQUIRED:
Signature	Signature
City Manager Kendal Francis Name and Title	Name and Title
229 W Okmulgee Ave Address	Address
Muskogee, OK 74401 City/Town, State, Zip	City/Town, State, Zip

NOTE: APPLICATION MUST BE SIGNED BY MAYOR, CITY MANAGER, OR OTHER DESIGNATED PERSON WHO IS AUTHORIZED TO SIGN CONTRACTS FOR THE SPONSOR. IF THE DAY TO DAY ADMINSTRATION OF THE AIRPORT IS PERFORMED BY A TRUST, THE CHAIRMAN OF THE TRUST MUST ALSO SIGN THE APPLICATION.

DO NOT WRITE BELOW THIS LINE

The work and expenditure of funds in the amount of $_____ were approved in a regular, convened meeting of the Oklahoma Department of Aerospace and Aeronautics on the _____ day of _____, _____. By its approval, the Commission authorized the Director to execute this agreement.

_____

Executive Director
Oklahoma Department of Aerospace and Aeronautics

EXHIBIT A AIRPORT LAYOUT DRAWING OR PROJECT SKETCH

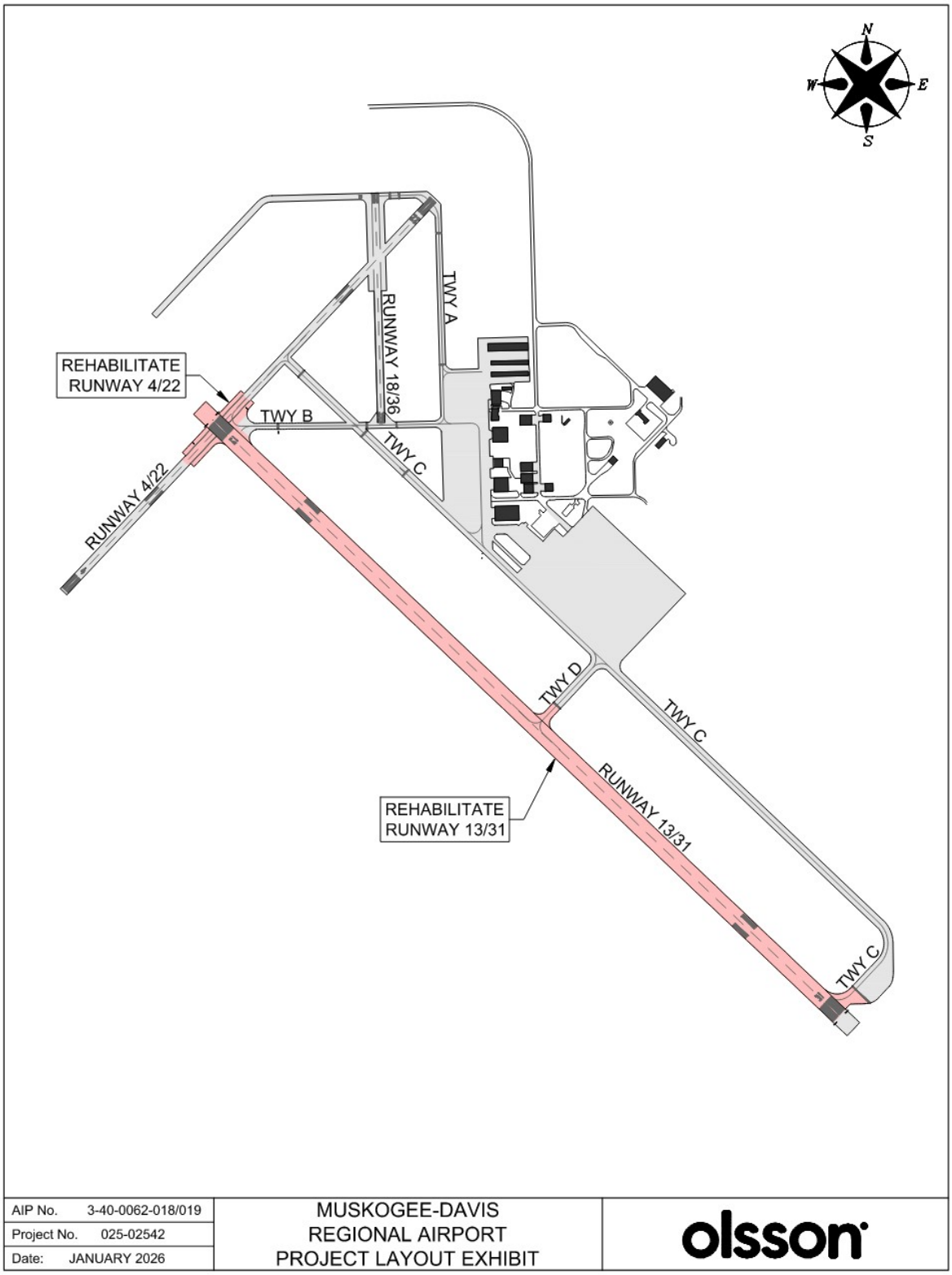


EXHIBIT B PLANS AND SPECIFICATIONS

To be provided as a separate PDF file – Plans and Specifications

EXHIBIT B-1 PROGRAM NARRATIVE

The City of Muskogee, Oklahoma proposes the following improvements to the Muskogee-Davis Regional Airport. A sketch of the proposed improvements can be found in Exhibit A.

This design incorporates the recommendations, information and decisions made as part of the Preliminary Engineer's Report (PER) – Rehabilitate Runway 13/31 prepared for the Oklahoma Department of Aerospace & Aeronautics (ODAA Project No. MKO-22-PER) and dated June 2025.

The primary objective of this project is to rehabilitate Runway 13/31 pavement (7,202 feet by 150 feet)

- Mill 2.0 inches and overlay 2.5 inches of asphalt pavement (0.5-inch leveling course with 2-inch surface course)
- Minor grading of the shoulder to ensure a 1-inch edge drop and a 10-foot daylight mimicking the existing ground
- Light adjustments as needed to ensure a maximum of a 5% negative shoulder is maintained.
- Connecting Taxiways C and D will be milled and overlayed to ensure a future taxiway rehabilitation project does not require encroachment within the existing Runway Safety Area (RSA). Connecting Taxiway B includes crack / joint seal and seal coat outside of the previously rehabilitated section.
- Crack / joint seal and seal coat blast pads.
- Permanent pavement marking.

This project will also include rehabilitating a 725-foot section of Runway 4/22 at the intersection of Runway 13/31.

- Mill and overlay 2.5 inches of asphalt pavement (0.5-inch leveling course with 2-inch surface course) the 75-foot runway width.
- Crack / joint seal and seal coat pavement outside of the 75-foot runway width.
- Permanent pavement marking within limits of rehabilitation.

EXHIBIT B-2 PROJECT COSTS

AIRPORT: Muskogee-Davis Regional Airport PROJECT #: MKO-27A-FS

CITY: Muskogee DATE: 06/16/2026

PROJECT DESCRIPTION: Rehabilitate Runway 13-31

Item Description	Amount	Ineligible Amount	Remarks
(a) Advertising			
(b) Engineering			
(c) Grant Admin	$7,557.01		
(d) Testing			
(e) Inspection	$370,000.00		
(f) Construction Admin			
(g) Other:			
(h) Other:			
(i) Other:			
(j) Construction (**attach bid tabs**)			
(k) Base Bid	$3,842,442.99		
(l) Alternate 1 Bid			
(m) Alternate 2 Bid			
(n) Alternate 3 Bid			
(o) Alternate 4 Bid			
(p) Other:			
(q) **TOTAL <u>ELIGIBLE</u> PROJECT COST**	$4,220,000		
(r) Ineligible Costs:			

Sponsor Share	**State Share:**	**Federal Share:**	**Total Project Cost:**
$ 105,500.00	**$ 105,500.00**	**$ 4,009,000.00**	**$ 4,220,000.00**
(2.5%)	**(2.5 %)**	**(95 %)**	

(For funding share information, see section 2.0 Funding) Note: Sponsor share cannot be lower than 5%

Note: The Department will only participate in costs identified in the contracts

Round Sponsor share up to the nearest dollar and Department share down to the nearest dollar

EXHIBIT B-3 PROJECT ENGINEERING

(Project Engineer to provide the following information)

Here are the costs which would be incurred in providing the engineering data necessary to make an investigation, testing, estimates, prepare plans and specifications, supervise award of contract, prepare contract, stake the work, supervise the work, make final inspection and final contract estimates for:

Muskogee-Davis Regional Airport, Rehabilitate Runway 13-31

(Name of Airport and Project)

An outline of the work to be performed is as follows:

Mill 2.0 inches and overlay 2.5 inches of asphalt pavement on Runway 13-31, minor shoulder grading and light adjustments as needed to ensure a maximum 5% negative shoulder. Mill and overlay 2.5 inches within Runway 4-22 and 13-31 intersection, Taxiway C and Taxiway D to ensure future rehabilitation does not encroach the Runway 13-31 Safety Area (RSA). Crack/joint seal and seal coat blast pads and pavement outside of 75-foot Runway 4-22 width. Complete permanent pavement marking.

For Federal Aviation Administration (FAA) funded projects the work will be accomplished in accordance with the FAA Standards for Specifying Construction of Airports (current edition). The work may be accomplished in accordance with the Oklahoma Department of Transportation Standard Specifications (current edition), with prior written approval by FAA.

The engineering fees will not exceed $370,000.

Olsson

Name of Engineering Firm

Signature of Engineer

EXHIBIT C STATEMENT OF COMPLIANCE

The Sponsor is in compliance with all terms and conditions of any agreement with the State of Oklahoma related to the development, operation or maintenance of an airport owned by the Sponsor.

Signature (Mayor, City Manager or designated Official)	Signature (Mayor, City Manager or designated Official)
City Manager Kendal Francis Name and Title	Name and Title
Date	Date
EIN: 73-6005340; UEI: VR2NNSXENHU3 Sponsor's Federal Identification Number	EIN: 73-6005340; UEI: VR2NNSXENHU3 Sponsor's Federal Identification Number

NOTE: To be signed by same person(s) that signs the Application and Assurances.

EXHIBIT C-1 SUSPENDED/DEBARMENT STATEMENT

The Sponsor hereby specifically agrees that it shall not award the contract for which this grant is given, nor shall bidding documents be given to any contractor which or who is subject to suspension or debarment by the U.S. Department of Transportation or any of its agencies, or the Oklahoma Department of Transportation at the time of the bidding or award of the contract. Violation of this provision shall void this grant.

Signature (Mayor, City Manager or designated Official)	Signature (Mayor, City Manager or designated Official)
City Manager Kendal Francis Name and Title	Name and Title
Date	Date
EIN: 73-6005340; UEI: VR2NNSXENHU3 Sponsor's Federal Identification Number	EIN: 73-6005340; UEI: VR2NNSXENHU3 Sponsor's Federal Identification Number

NOTE: To be signed by same person(s) that signs the Application and Assurances.

EXHIBIT C-2 STATUTORY AFFIDAVIT

STATE OF OKLAHOMA

COUNTY OF MUSKOGEE.

AFFIDAVIT

City Manager Kendal Francis and _____

(Type name) (Type name)

of lawful age, and having been first duly sworn, on oath, states:

1. That (s)he/they is/are the agent authorized by the Sponsor to submit the attached Grant Application to the State of Oklahoma.

2. That the Sponsor has 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 grant.

3. That no person who has been involved in any manner in the development of this grant while employed by the State of Oklahoma shall be employed to fulfill any of the services provided for under this contract.

4. That, to the best of his/her/their knowledge and belief, the Sponsor has not previously submitted a grant request to the Oklahoma Department of Aerospace and Aeronautics or any other agency of the State of Oklahoma which would result in a substantial duplication of the project proposed in the Grant Application and Assurances.

_____ _____

Affiant (Signature of Mayor, City Manager or designated Official)

Affiant (Signature of Trust, if required)

Subscribed and sworn to before me this _____ day of _____, _____.

Seal

_____

Notary Public

My commission expires:_____

NOTE: To be signed by the same person(s) that signs Application and Assurances.

EXHIBIT D AIRPORT ZONING REGULATIONS

Indicate if the city has adopted Airport Zoning Regulations, date it was adopted and if a copy is on file with the Oklahoma Department of Aerospace and Aeronautics.

Yes, Muskogee has adopted Airport Zoning Regulations
ARTICLE 20. – AIRPORT HAZARD ZONING REGULATIONS
Adopted within Ordinance Number 3948-A – September 22, 2014

EXHIBIT E SPONSOR DEPOSIT VERIFICATION

PLEASE READ CAREFULLY

SPONSOR: City of Muskogee DATE: _____

AIRPORT NAME: Muskogee-Davis Regional STATE PROJECT #: MKO-27A-FS

This form provides verification to the Oklahoma Department of Aerospace and Aeronautics that the Sponsor's share has been deposited in a designated account, however it does not have to be a designated airport-only account. The funds will be for use in defraying the costs of the project.

This form must be completed and submitted as part of the grant application to the Oklahoma Department of Aerospace and Aeronautics.

_____ Account Number

_____ Type of Account

Sponsor Financial Representative (Please print)	Sponsor Official (Please print)
Title of Representative (Please print)	Title of Official (Please print)
Signature of Representative	Signature of Official
Address	Address
Phone	Phone

QUESTIONNAIRE

(PLEASE TYPE OR PRINT ANSWERS)

1. City Muskogee Airport Muskogee-Davis Regional Airport

2. Official point of contact for the Sponsor:

   Name Tyler Evans

   Address 1201 Sabre Street, Muskogee, OK 74403

   Telephone Number 918-684-6234

   Official Position Airport Manager

   Email tevans@muskogeeok.gov

3. Sponsor contact that can verify payment information:

   Name Dennis Read

   Address 229 W Okmulgee Ave

   Telephone Number 918-682-6602

   Official Position City Treasurer

   Email dread@muskogeeonline.org

4. State payments should be made to: City of Muskogee

5. Method of performance: Contract and/or Force Account Contract

6. Number of aircraft based at the airport 93

7. Is the Airport operated by a Trust Authority? If yes, provide the name of the Trust Authority and a copy of the Trust Agreement.

   No

8. Is there a Fixed Base Operator(s) on the Airport? If yes:

Name Davis Field Aviation LLC

Address 1200 Sabre Street

Telephone Number 918-682-4101

9. Will financial assistance from a Federal source be required? Yes X No ____

10. Name of your State Senator: Avery Frix

11. Name of your State Representative: Neil Hays

CHECKLIST

When completed, this Checklist becomes a part of the Grant Application and Agreement.

Answer **yes** or **no** on the appropriate lines. Sign the document.

1. Is the Application properly signed and dated Yes
2. Is Exhibit A attached Yes
3. Are Exhibits B and B-1 attached Yes
4. Are Exhibits B-2 and B-3 attached Yes
5. Are Exhibits C, C-1, and C-2 attached Yes
6. Is Exhibit D attached Yes
7. Is Exhibit E attached Yes
8. Have all questions been answered on the Questionnaire Yes
9. Are yearly funds allocated for airport maintenance Yes
10. Have you furnished the names of your Senator and Representative Yes
11. Has any work been started on this project No construction work started
12. If the answer to any of the above questions (except #11) is no, explain below or on an attached sheet of paper.

Checklist completed by:

Name Tyler Evans

Position Airport Manager

Telephone Number 918-684-6234

PROJECT CLOSE-OUT DOCUMENTS

Close-out documents are to be retained by the Sponsor

until the project is completed.

CLOSE OUT REQUIREMENTS

At the completion of a construction project, the following documentation must be provided to the Department before the balance of grant funds (ten percent of the approved grant total) can be released by the Department:

1. **Final Inspection Forms**

   Once a construction project is completed, a final inspection and acceptance of the project are required. The Department must be made aware of the time and place of the final inspection, in writing. Two weeks' notice is preferred. One of the Department's staff must be in attendance. The following three forms are to be submitted to the Department for the final inspection/final acceptance process.

   a. Notice of Final Inspection
   b. Final Inspection Report
   C. Project Acceptance

2. **Project Financial Report**

   A financial report of the project must be prepared by the Department before the balance of funds can be considered for release by the Department. For more information, see the "Project Financial Report Requirements" in section 8.8 of the grant application.

3. **Updated Airport Layout Plan**

   If an update to the Airport Layout Plan (ALP) is identified in Exhibit B-2 of the grant agreement, a copy of the preliminary updated ALP, that is submitted to the FAA for approval, must be received by the Department.

4. **Material Test Results**

   Prior to final acceptance of the project, documentation of materials and construction quality acceptance tests required by project plans and specifications will be provided to the Department by the Sponsor or the Sponsor's Engineer.

NOTICE OF FINAL INSPECTION

Date: _____

Project Number: MKO-27A-FS

Airport: Muskogee-Davis Regional Airport

TO: Oklahoma Department of Aerospace & Aeronautics
110 N. Robinson Ave., Suite 200
Oklahoma City OK 73102
(405) 604-6900 – phone
(405) 604-6919 – fax

FROM: _____
Project Engineer, Mayor, City Manager

_____
Address

_____
City/Town and Zip Code

_____
Area Code and Phone Number

This is to advise you that the above referenced project is complete and ready for final inspection.

The final inspection is scheduled to begin at: _____
(Time)

On: _____ at: _____
(Date) (Location)

Prior to making this request, I have carefully gone over this project and have found there to be no known plan omissions and that the work is complete and in reasonably close conformity with approved plans and specifications.

_____ _____
Signature of above named person Title of above named person

FINAL INSPECTION REPORT

Date: _____ Project No: MKO-27A-FS Airport: Muskogee-Davis

TO: Oklahoma Department of Aerospace & Aeronautics
110 N. Robinson Ave., Suite 200
Oklahoma City OK 73102
(405) 604-6900 – phone
(405) 604-6919 – fax

FROM: _____
Project Engineer, Mayor, City Manager

_____
Address

_____
City/Town and Zip Code

_____
Area Code and Phone Number

Final inspection on the above project was made by _____
(Project Engineer, Mayor, City Manager)

On: _____ at: _____
(Date) (Location)

Personnel attending inspection:

name-title-organization	name-title-organization

The project was found acceptable with the following exceptions: _____

_____

_____

Anticipated completion date for above exceptions: _____.

_____ _____
Signature of above named person Title of above named person

FINAL ACCEPTANCE NOTICE

Date: _____

Project Number: MKO-27A-FS

Airport: Muskogee-Davis Regional Airport

TO: Oklahoma Department of Aerospace & Aeronautics
110 N. Robinson Ave., Suite 200
Oklahoma City OK 73102
(405) 604-6900 – phone
(405) 604-6919 – fax

FROM: _____
Project Engineer, Mayor, City Manager

_____
Address

_____
City/Town and Zip Code

_____
Area Code and Phone Number

This is to advise you that the exceptions found at the final inspection have been completed or corrected. The project is accepted by:

_____ _____
Signature of Sponsor Title

_____ _____
Signature of Engineer of record Title

On: _____ at: _____
(Date) (Location)

NOTE: If no exceptions are found at the Final Inspection, submit this form at the same time the Final Inspection is completed, showing acceptance of the Project.

Public Works Committee **15.**

Meeting Date: 07/13/2026

Submitted For: Tyler Evans, Emergency Management/Airport

Initiator: Kelly Bolding, Deputy Emergency Management Director

Department: Emergency Management/Airport

Staff Information Source:

Information

AGENDA ITEM TITLE:

Consider approval of Master Agreement Work Order No. 1, Amendment No. 1, in an amount not-to-exceed $370,000.00, for the Rehabilitate Runway 13/31 Project, located at the Muskogee-Davis Regional Airport, AIP Project No. 3-40-0062-021-2026**,** pending completion of an Independent Fee Estimate (IFE), FAA and ODAA concurrence, and receipt of grants, or take other necessary action. (Tyler Evans)

BACKGROUND:

This Amendment hereby amends Work Order #1 which was executed August 14, 2025 in conjunction with the Master Agreement for Professional Services dated June 24, 2025 between the City of Muskogee and Olsson, Inc. providing for professional services for the Rehabilitate Runway 13/31 Project at Muskogee-Davis Regional Airport.

This Amendment includes additional services throughout the Construction Phase and Close-Out Phases of the Project to include project administration, quarterly performance reports, construction observation, testing, completion of FAA reports, photo logs, monitoring, invoicing, inspections and final reports. This amendment is not to exceed $370,000.00 upon completion of an IFE, and pending FAA and ODAA concurrence and successful receipt of grants.

RECOMMENDED ACTION:

Approve Work Order No. 1, Amendment No. 1.

Fiscal Impact

Attachments

Airport Mster Agreement WO#1 Amendment #1

MASTER AGREEMENT WORK ORDER #1
AMENDMENT #1

This AMENDMENT ("Amendment") hereby amends Work Order #1 which was executed August 14, 2025 in conjunction with the Master Agreement for Professional Services dated June 24, 2025 between the City of Muskogee, Oklahoma ("Client" or "Sponsor") and Olsson, Inc. ("Olsson") providing for professional services for the following Project (the "Agreement"):

PROJECT DESCRIPTION AND LOCATION

Project will be located at: Muskogee-Davis Regional Airport (MKO)

Project Description: Rehabilitate Runway 13/31

Work Order #1 is amended as follows:

SCOPE OF SERVICES

Olsson shall provide the following services (Scope of Services) to Client for the Project:

SEE ATTACHED EXHIBIT B – SCOPE OF SERVICES

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services under the Agreement as follows:

Anticipated Start Date: October 2026
Anticipated Completion Date: December 2027

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

COMPENSATION

Phase 610: Construction Phase
For Phase 610, Payment for shall be made based on direct salary (including overtime required by law), overhead costs and reimbursable expenses incurred plus a fixed payment of $31,694.39 and subcontract costs, which are estimated on Exhibit B1 attached and made a part hereto.

The total charges for Phase 610 will not be greater than the "Not-to-Exceed" (NTE) amount of $353,900.00, if 1) the construction work is completed within the construction contract aggregate time allowance; and 2) the scope of work as set forth in Exhibit B is not exceeded. If either of these two events occur, the "Not-to-Exceed" amount may be increased by an amendment to this Agreement.

Payment shall be due monthly for incurred charges and expenses based on detailed invoices. Invoices shall include a pro rata portion of the fixed payment with the final invoice adjusted to include the remaining unpaid balance of the fixed payment.

Exhibits B1 and B2 contain estimated quantities and unit prices. Actual hours, rates, charges, and reimbursable expenses may vary. The labor and general administration overhead percentage is fixed and will not vary, unless revised by an amendment. The overhead percentage is supported by a statement of overhead expenses certified by Olsson's auditor or a governmental auditor. The fixed payment will not change, unless revised by an amendment to this Agreement.

Phase 620: Close-Out Phase
For Phase 620, Client shall pay to Olsson for the performance of the Scope of Services a lump sum of $16,100.00 shown on Exhibit B3. Olsson's reimbursable expenses for this phase are included in the lump sum. Olsson shall submit invoices on a monthly basis, and payment is due within 30 calendar days of invoice date.

TERMS AND CONDITIONS OF SERVICE

All provisions of the original Agreement not specifically amended herein shall remain unchanged.

If this Contract Amendment satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain a copy for your files and return an executed original to Olsson, via email: bcoomes@olsson.com. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.

OLSSON, INC.

By _____
Brian Coomes, PE
Lead Engineer

By _____
Diane Hofer, PE
Technical Expert

By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement. If you accept this Work Order, please sign:

CITY OF MUSKOGEE, OKLAHOMA

By _____
Signature

Print Name _____

Title _____ Dated: _____

Attachments
Exhibit B – Scope of Services
Exhibit B1
Exhibit B2
Exhibit B3

EXHIBIT B - SCOPE OF SERVICES

This exhibit is hereby attached to and made a part of the Work Order #1 – Amendment #1 for Professional Services between the City of Muskogee, Oklahoma ("Client" or "Sponsor") and Olsson, Inc. ("Olsson") providing for professional services. Olsson's Scope of Services for the Work Order is indicated below.

PROJECT DESCRIPTION AND LOCATION

Project will be located at: Muskogee-Davis Regional Airport (MKO)

Project Description: Rehabilitate Runway 13/31 – Construction and Close out

SCOPE OF SERVICES

Olsson shall provide the following additional services (Scope of Services) to Client for the Project:

PHASE 610: CONSTRUCTION PHASE (INCLUDES OBSERVATION)
Based on 63 working days (construction contract time)

a. Project Administration. Provide general consultation and technical assistance to the Sponsor during all construction phases. Coordinate with the Sponsor, ODAA and FAA to provide information on developments and decisions that are made concerning the project. Provide 5 sets of plans and specifications to the Construction Contractor for their use.

b. Prepare and submit Quarterly Performance Reports.

c. Assign a Project Engineer to the project who will periodically perform Construction Observation of the work in progress. It is estimated that the Project Engineer will make 6 site visits: Approximately every month, plus 1 visit prior to the start of the milling and 1 visit prior to the start of paving.

d. Require Construction Contractor to prepare a Notice of Intent for Authorization to Discharge Stormwater Runoff from Construction Activities (NDPES permit) and Storm Water Pollution Prevention Plan (SWPPP).

e. Submit a Construction Observation Program at least 10 days prior to the preconstruction meeting, in compliance with the AIP Sponsor Guide No. 1030 *Construction Management Program*.

f. Review shop and erection drawings and all materials data submitted by construction contractors for general compliance with design concepts and Buy American provisions. Olsson's review of such information is not a guarantee of suitability, does not relieve the Contractor of any of its responsibilities and the Contractor shall remain solely responsible and liable for the quality and completion of the Project in compliance with contract documents.

g. Conduct a preconstruction conference per AIP Sponsor Guide No. 1040 *Preconstruction Conference*. Submit a formal report of the conference discussions.

h. Provide horizontal and vertical survey control and staking, as required under the FAA standard specification General Provision 50-07.

i. Upon receipt of FAA and Sponsor authorization, issue the Notice to Proceed to the Construction Contractor. FAA authorization will not be issued until all conditions are met in accordance with AIP Sponsor Guide No. 1050 *Notice to Proceed*.

j. Provide full-time on-site Construction Observation in accordance with AIP Sponsor Guide No. 1030 *Construction Observation* and Guide No. 1070 *Inspections: Development Projects*:
   (1) On-site hours for the lead RPR (Associate Engineer) are based on the assumption of an average 12-hour day for the 63 working day duration of the project, to allow for similar hours as the construction contractor.
   (2) An assistant RPR (Senior Technician) is planned on site for 15 working days (approximately 3 weeks) during the peak of the paving efforts to assist with observation during elevated activities.
   (3) Proposal includes time for observer(s) to travel to the site from Olsson office (Tulsa, OK) on Sunday in preparation of the week's activities and to travel home from the site at the conclusion of the work week on Friday.

k. Provide construction testing. See Exhibit B2 for a list of the anticipated tests and services. Estimated quantities of tests were based on the following lot sizes and estimated construction quantities.
   (1) P-154 Aggregate Base Course
      i. Lot size 250 SY (Two tests per lot)
      ii. Estimated construction quantity 900 SY
   (2) P-610 Structural Concrete
      i. One Test per days production
   (3) P-403 Asphalt Pavement
      i. Lot Size 400-600 TN
      ii. Estimated construction quantity 3,500 TN
   (4) P-401 Asphalt Pavement
      i. Lot Size 400-600 TN
      ii. Estimated construction quantity 14,200 TN

l. Submit weekly FAA Form 5370-1 "Construction Progress and Inspection Reports" and testing reports to the Sponsor, ODAA and FAA.

m. Provide a weekly photo log with the Construction Reports for each week that the contractor is on-site from the start of construction until substantial completion.

n. Monitor compliance with Davis-Bacon requirements, DBE requirements, and E.E.O requirements per AIP Sponsor Guide No. *Labor Provisions: Development Projects* and Guide No. 1073 Monitoring *Labor and Civil Rights Requirements Development Projects.* Provide Davis-Bacon compliance documentation to Sponsor during the project close-out.

o. Prepare and negotiate construction contract modifications, change orders and supplemental agreements, per AIP Sponsor Guide No. 1080 *Contract Modifications*.

p. Review amounts owed to construction contractors and prepare monthly progress estimate forms certified by construction contractor(s).

q. Prepare FAA Invoice Summary for the DELPHI system.

r. Prepare annual SF-271 and SF-425 forms.

s. Arrange and conduct final walk-through with Sponsor and Construction Contractor. Prepare punch list and monitor completion of punch list items.

t. Arrange and attend final inspection.

u. Provide as-built survey to establish final pay quantities and for preparation of as-built plans. The survey will not be in accordance with FAA Advisory Circular 150/5300-18B.

v. An As-Built AGIS Survey is not required and is not included in this scope of services.

PHASE 620: CLOSE OUT PHASE

Upon completion of construction, the Consultant agrees to provide the following items, in accordance with FAA/ACE AIP Guide No. 1610 - Development Project Closeout. The Consultant agrees to complete this phase within 90 days of final acceptance. If the Contractor does not provide their documentation (wage rate reports, DBE final utilization, etc.) within this time limit, this will be so noted in the close-out documents.

(1) Sponsor Certification for Final Acceptance – not included; provided in design phase
(2) Final Outlay Report (SF-271)
(3) Final Federal Financial Report (SF-425)
(4) Final Project Cost Summary
(5) Summary of DBE Utilization – Not Required due to Interim Final Rule
(6) Final Construction Report, including summary of test results – one printed copy each to Sponsor and 1 electronic copy to FAA
(7) As-built Drawings – include half-sized set in Final Report and provide in pdf format.
(8) As-built Airport Layout Plan – not required / will not be completed.
(9) 5010 Updates – not required / not included.
(10) Airport Chart / Diagram Modifications – not required / not included.
(11) Part 139 Sign and Marking Plan updates – not required / not included.

Adjustments to Fees and Charges. If additional services are requested by the Sponsor during the course of this Agreement, an amendment will be negotiated to cover the added scope, fees, and charges. If circumstances beyond the control of Olsson require more than 18 months from the date that Olsson executed the Agreement to complete the work specified herein, an amendment to this Agreement will be negotiated to cover the increase in Olsson's standard rates for services yet to be provided. All amendments are subject to the same approvals as this Agreement.

EXHIBIT B1
CONSTRUCTION PHASE SERVICES
Muskogee-Davis Regional Airport 3-40-0062-021-2026
Based on estimated 63 working days

1. Direct Salary Costs	Hours	Direct Salary Rate/Hour	Total Costs ($)
Title			
Principal / Team Leader	0.0	$95.99	$0.00
Senior Engineer	184.0	$79.56	$14,639.04
Project Engineer	0.0	$67.70	$0.00
Design Manager	0.0	$57.51	$0.00
Associate Engineer	923.0	$47.22	$43,580.37
Assistant Engineer	60.0	$42.64	$2,558.40
Registered Surveyor	20.0	$74.36	$1,487.20
Senior Technician	310.0	$37.96	$11,767.60
Associate Technician	40.0	$34.84	$1,393.60
Clerical	45.0	$35.10	$1,579.50
		Total Direct Salary Costs:	$77,005.71

2. Labor and General & Administrative Overhead			
Percentage of Direct Salary Costs*	174.39%		$134,290.25

3. Fixed Fee: 15% of Item 1 & 2			
			$31,694.39

4. Direct Nonsalary Expenses				
Travel - Personal Vehicle	-	Miles @	$0.700	$0.00
Travel - Olsson Vehicle	14,400	Miles @	$0.750	$10,800.00
Meals (per diem)	85	Days @	$68.00	$5,780.00
Motel (actual)	78	Days @	$110.00	$8,580.00
Trimble DA2 System	63	Days @	$45.00	$2,835.00
Copies, Prints, Shipping				$1,000.00
Testing - See Exhibit B2				$81,931.50
			Total Expenses:	$110,926.50

5. Subtotal of Items 1 - 4	$353,916.86
6. Subcontract costs (None)	$0.00
7. Not-to-Exceed Total (Items 5 & 6)	$353,916.86
Rounded:	$353,900.00

* For Item 2, the consultant should submit a statement of auditable overhead expenses, certified by the consultant's auditor, the sponsor's auditor, the state's auditor, or a Federal government auditor.

EXHIBIT B2
ESTIMATE OF
CONSTRUCTION TESTING COSTS
MUSKOGEE DAVIS REGIONAL AIRPORT

LABORATORY:
Olsson, Inc.; Oklahoma City, OK

LIST ALL ANTICIPATED COSTS SERVICE OR TEST	Estimated Quantity	Unit Price	Estimated Total Cost
Item P-154 Aggregate Base Course			
Standard Gradation	1	$220.00	$220.00
Moisture/Density Relationship (ASTM D-	1	$270.00	$270.00
In-Place Field Density (ASTM 6938)	8	$55.00	$440.00
Trip Charge	4	$549.50	$2,198.00
Project Manager Review	4	$175.00	$700.00
			$3,828.00
P-401 Asphalt Mix Pavement			
Trip Charge	20	$549.50	$10,990.00
Per Diem	20	$175.00	$3,500.00
HMA Gyratory (%AC, Gradation, MLD,	35	$330.00	$11,550.00
Core Compaction and Measured Length	35	$50.00	$1,750.00
Engineering Technician	240	$75.00	$18,000.00
Project Manager Review	35	$175.00	$6,125.00
			$51,915.00
P-403 Asphalt Mix Pavement			
Trip Charge	8	$549.50	$4,396.00
Per Diem	9	$175.00	$1,575.00
HMA Gyratory (%AC, Gradation, MLD,	9	$330.00	$2,970.00
Core Compaction and Measured Length	9	$50.00	$450.00
Engineering Technician	96	$75.00	$7,200.00
Project Manager Review	9	$175.00	$1,575.00
			$18,166.00
P-610 Structural Concrete			
Compressive Strength Tests (ASTM C-78)	10	$25.00	$250.00
Concrete Test Sets - Cylinders	5	$75.00	$375.00
Spare Cylinders	5	$5.00	$25.00
Trip Charge	5	$549.50	$2,747.50
Engineering Technician	50	$75.00	$3,750.00
Project Manager Review	5	$175.00	$875.00
			$8,022.50
TOTAL			$81,931.50

Testing is not a guarantee that all work and materials meet the contract requirements and does not does not relieve the Contractor of any of its responsibilities. The Contractor shall remain solely responsible and liable for the quality and completion of the Project in compliance with contract documents.

EXHIBIT B3
CLOSE OUT PHASE SERVICES
Muskogee-Davis Regional Airport 3-40-0062-021-2026

1.	Direct Salary Costs		Hours	Direct Salary Rate/Hour	Total Costs ($)
	Title				
	Principal / Team Leader		0.0	$95.99	$0.00
	Senior Engineer		11.0	$79.56	$875.16
	Project Engineer		0.0	$67.70	$0.00
	Design Manager		0.0	$57.51	$0.00
	Associate Engineer		23.0	$47.22	$1,085.97
	Assistant Engineer		46.0	$42.64	$1,961.44
	Registered Surveyor		0.0	$74.36	$0.00
	Senior Technician		24.0	$37.96	$911.04
	Associate Technician		0.0	$34.84	$0.00
	Clerical		8.0	$35.10	$280.80
				Total Direct Salary Costs:	$5,114.41
2.	Labor and General & Administrative Overhead				
	Percentage of Direct Salary Costs*		174.39%		$8,919.02
3.	Fixed Fee: 15% of Item 1 & 2				$2,105.01
4.	Direct Nonsalary Expenses				
	Travel - Personal Vehicle	0 Miles @	$0.700	$0.00	
	Travel - Olsson Vehicle	0 Miles @	$0.750	$0.00	
	Meals	0 Days @	$68.00	$0.00	
	Motel	0 Days @	$110.00	$0.00	
	Copies, Prints, Shipping			$0.00	
				Total Expenses:	$0.00
5.	Subtotal of Items 1 - 4				$16,138.44
6.	Subcontract costs				$0.00
7.	Lump Sum Amount (Items 5 & 6)				$16,138.44
				Rounded:	$16,100.00

* For Item 2, the consultant should submit a statement of auditable overhead expenses, certified by the consultant's auditor, the sponsor's auditor, the state's auditor, or a Federal government auditor.

Public Works Committee **16.**

Meeting Date: 07/13/2026

Submitted For: Tyler Evans, Emergency Management/Airport

Initiator: Kelly Bolding, Deputy Emergency Management Director

Department: Emergency Management/Airport

Staff Information Source:

Information

AGENDA ITEM TITLE:

Consider approval of the lowest bid to Rosscon, LLC, in the total amount of $3,842,442.99, for the construction phase of the Rehabilitate Runway 13/31 Project, located at the Muskogee-Davis Regional Airport, AIP Project No. 3-40-0062-021-2026**,** pending FAA and ODAA concurrence and receipt of grants, or take other necessary action. (Tyler Evans)

BACKGROUND:

On June 11, 2026, five bids were opened for this project. Rosscon, LLC of Muskogee, Oklahoma was the low bidder with a submitted bid of $3,842,442.99. Their bid amount was 22% less than the engineer's opinion of probable cost. Rosscon, LLC met the Bidder Qualification requirements listed in the Notice to Bidders, page NTB-3. Rosscon, LLC provided a 5% bid bond guaranty in accordance with the contract documents.

The airport's engineering contractor, Olsson Engineering, has thoroughly evaluated the bids and has determined that Rosscon, LLC to be responsive and responsible. Olsson has also determined that the contract price is considered fair and reasonable. This company has constructed asphalt pavement on several resurfacing projects in Oklahoma and they are qualified to do the work. Following a review of the bids, Olsson recommends that the contract be awarded to Rosscon, LLC.

RECOMMENDED ACTION:

Approve lowest bid to Rosscon, LLC.

Fiscal Impact

Attachments

Contract for Airport Runway

June 16, 2026

Mr. Tyler Evans, Airport Manager
Muskogee-Davis Regional Airport | City of Muskogee
P.O. Box 1927
Muskogee, OK 74402

RE: Muskogee-Davis Regional Airport (MKO)
Rehabilitate Runway 13/31
Muskogee, Oklahoma
AIP Project No. 3-40-0062-018/019-2025 (Design)
Olsson No. 025-02542
Evaluation of Bids / Recommendations of Contract Award

Mr. Evans,

On June 11, 2026, five bids were opened for this project. The bidders and their bid amounts are listed below and on the attached bid tabulation.

Rosscon, LLC Muskogee, OK	**Emery Sapp & Sons Inc. Springdale, AR**	**Robinson Construction LLC Poteau, OK**
$3,842,442.99	$4,439,437.63	$4,657,315.60
APAC Central Inc. Muskogee, OK	**Ellsworth Construction Tulsa, OK**	**Engineer's Opinion of Probable Cost**
$4,736,786.75	$5,705,978.00	$4,960,000.00

No errors in calculations were found in the bid proposals.

Rosscon, LLC of Muskogee, Oklahoma was the low bidder. Their bid amount was 22% less than the engineer's opinion of probable cost.

Rosscon, LLC provided a 5% bid bond as a bid guaranty in accordance with the contract documents.

Rosscon, LLC met the Bidder Qualification requirements listed in the Notice to Bidders, page NTB-3. Additional information was not requested by the owner.

All bidders acknowledged Addendum No. 1.

1027 South Main Street / Suite 503 / Joplin, MO 64801
O 417.781.0643 / **olsson.com**

Rosscon, LLC is committed to a minimum of 0% DBE utilization, which meets the requirements as set forth in the project manual.

Rosscon, LLC's Buy American Certification indicated their full compliance and no waiver was requested.

The low bidder was not found on the Debarred Prime or Subcontractors List, found at: www.sam.gov

A tentative list of subcontractors was included within their bid proposal.

This company has constructed asphalt pavement on several resurfacing projects in Oklahoma and they are qualified to do the work. Following a review of the bids, Olsson recommends that the contract be awarded to Rosscon, LLC.

Olsson has thoroughly evaluated the bids and has determined Rosscon, LLC to be responsive and responsible. Olsson has also determined that the contract price is considered fair and reasonable. It is recommended that the City of Muskogee thoroughly reviews the bid and, if the City of Muskogee concurs and finds Rosscon, LLC to be responsive and responsible and considers the contract price to be fair and reasonable, award the contract to Rosscon, LLC of Muskogee, Oklahoma upon FAA and ODAA concurrence.

The following items are enclosed:

1. Bid tabulation with engineer's opinion of probable cost
2. Low bidder's complete proposal form, which includes:
    a. Buy American Certification Form
    b. DBE Utilization Statement
    c. City of Muskogee Additional Proposal Forms
3. Plan Holder's List

Please advise when the contract documents can be issued.

Sincerely,

Brian Coomes

Brian Coomes, P.E.
Lead Engineer

cc: Ronson Fox (FAA), Sylvestre Traore (FAA), Jeff Kindschuh (ODAA)

1027 South Main Street / Suite 503 / Joplin, MO 64801
O 417.781.0643 / **olsson.com**

BID TABULATION

Bid Opening Date: June 11, 2026 at 2:00pm

Muskogee-Davis Regional Airport (MKO), Muskogee, Oklahoma

Rehabilitate Runway 13/31

AIP Project No. 3-40-0062-018/019-2025 (Design)

Olsson Project No. 025-02542

CONTRACTOR					Rosscon, LLC Muskogee, OK		Emery Sapp & Sons Inc. Kansas City, MO		Robinson Construction LLC Poteau, OK	
Item No.	Spec	ITEM	QTY.	UNIT	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	C-100	Contractor Quality Control Program (CQCP)	1	LS	$5,000.00	$5,000.00	$210,797.54	$210,797.54	$20,000.00	$20,000.00
2	C-102	Temporary Seeding	4.0	AC	$1,600.00	$6,400.00	$2,672.55	$10,690.20	$800.00	$3,200.00
3	C-102	Preparation of SWPPP & Obtaining NOI	1	LS	$5,000.00	$5,000.00	$4,890.96	$4,890.96	$6,500.00	$6,500.00
4	C-105	Mobilization [N.T.E. 10%]	1	LS	$200,000.00	$200,000.00	$197,639.29	$197,639.29	$210,000.00	$210,000.00
5	P-101	Cold Milling (Profile / Variable Thickness)	127,713	SY	$3.50	$446,995.50	$1.71	$218,389.23	$5.65	$721,578.45
6	P-101	Crack and Joint Sealing in Existing Asphalt	14,040	LF	$1.00	$14,040.00	$1.92	$26,956.80	$4.80	$67,392.00
7	P-101	Concrete Pavement Removal (Potential Panel Replacement)	889	SY	$28.00	$24,892.00	$46.58	$41,409.62	$18.65	$16,579.85
8	P-101	Marking Removal	145	SF	$4.50	$652.50	$23.29	$3,377.05	$12.00	$1,740.00
9	P-101	Saw and Seal Joints In Asphalt Overlay	115,587	LF	$1.25	$144,483.75	$2.18	$251,979.66	$3.80	$439,230.60
10	P-154	6" Aggregate Base Course (Potential Panel Replacement)	889	SY	$16.66	$14,810.74	$46.58	$41,409.62	$14.65	$13,023.85
11	P-401	Asphalt Mix Design	1	LS	$1,500.00	$1,500.00	$6,987.08	$6,987.08	$8,500.00	$8,500.00
12	P-401	2" Asphalt Surface Course	14,607	TN	$133.50	$1,950,034.50	$139.38	$2,035,923.66	$150.00	$2,191,050.00
13	P-403	Asphalt Leveling Course	4,426	TN	$133.50	$590,871.00	$159.10	$704,176.60	$130.00	$575,380.00
14	P-603	Emulsified Asphalt Tack Coat	25,995	GAL	$4.80	$124,776.00	$3.66	$95,141.70	$4.25	$110,478.75
15	P-610	10.5" Concrete Pavement (Potential Panel Replacement)	889	SY	$125.00	$111,125.00	$207.57	$184,529.73	$88.00	$78,232.00
16	P-620	Marking w/o Reflective Media	13,634	SF	$1.00	$13,634.00	$0.93	$12,679.62	$1.05	$14,315.70
17	P-620	Marking with Reflective Media	57,010	SF	$1.00	$57,010.00	$0.76	$43,327.60	$0.90	$51,309.00
18	P-620	Temporary Marking	57,010	SF	$0.50	$28,505.00	$0.70	$39,907.00	$0.76	$43,327.60
19	P-630	Refined Coal Tar Emulsion for Slurry Coat	10,668	SY	$3.50	$37,338.00	$4.58	$48,859.44	$2.10	$22,402.80
20	T-901	Seeding	4	AC	$1,500.00	$6,000.00	$13,368.63	$53,474.52	$1,650.00	$6,600.00
21	T-905	Topsoil (Contractor Furnished from Off-Site) (Established Quantity)	175	CY	$25.00	$4,375.00	$162.81	$28,491.75	$65.00	$11,375.00
22	T-908	Flexible Growth Medium (FGM)	4	AC	$1,500.00	$6,000.00	$17,444.44	$69,777.76	$3,650.00	$14,600.00
23	L-125	Existing Light Elevation Adjustment	1	EA	$250.00	$250.00	$1,921.45	$1,921.45	$5,600.00	$5,600.00
24	L-125	Existing Light/Sign Elevation Adjustment	1	EA	$250.00	$250.00	$4,192.26	$4,192.26	$5,600.00	$5,600.00
25	Olsson-100	Construction Layout and Stakes	1	LS	$18,500.00	$18,500.00	$43,436.40	$43,436.40	$15,800.00	$15,800.00
26	Olsson-101	Temporary Safety and Phasing Procedures	1	LS	$30,000.00	$30,000.00	$59,071.09	$59,071.09	$3,500.00	$3,500.00
TOTAL						$3,842,442.99		$4,439,437.63		$4,657,315.60
DBE Minimum Commitment (Project Goal: 0%)						Yes		Yes		Yes
Bid Guarantee:						5% Bid Bond		5% Bid Bond		5% Bid Bond
Addendum No. 1:						Yes		Yes		Yes
Remarks:										

BID TABULATION

Bid Opening Date: June 11, 2026 at 2:00pm

Muskogee-Davis Regional Airport (MKO), Muskogee, Oklahoma

Rehabilitate Runway 13/31

AIP Project No. 3-40-0062-018/019-2025 (Design)

Olsson Project No. 025-02542

CONTRACTOR					APAC Central Inc. Muskogee, OK		Ellsworth Construction Tulsa, OK		Engineer's Estimate	
Item No.	**Spec**	**ITEM**	**QTY.**	**UNIT**	**Unit Price**	**Extension**	**Unit Price**	**Extension**	**Unit Price**	**Extension**
1	C-100	Contractor Quality Control Program (CQCP)	1	LS	$78,180.00	$78,180.00	$94,000.00	$94,000.00	$100,000.00	$100,000.00
2	C-102	Temporary Seeding	4.0	AC	$2,515.00	$10,060.00	$3,600.00	$14,400.00	$1,500.00	$6,000.00
3	C-102	Preparation of SWPPP & Obtaining NOI	1	LS	$11,580.00	$11,580.00	$135,000.00	$135,000.00	$5,000.00	$5,000.00
4	C-105	Mobilization [N.T.E. 10%]	1	LS	$372,275.00	$372,275.00	$31,000.50	$31,000.50	$447,298.00	$447,298.00
5	P-101	Cold Milling (Profile / Variable Thickness)	127,713	SY	$3.00	$383,139.00	$3.00	$383,139.00	$2.50	$319,282.50
6	P-101	Crack and Joint Sealing in Existing Asphalt	14,040	LF	$1.80	$25,272.00	$4.00	$56,160.00	$2.50	$35,100.00
7	P-101	Concrete Pavement Removal (Potential Panel Replacement)	889	SY	$36.70	$32,626.30	$50.00	$44,450.00	$25.00	$22,225.00
8	P-101	Marking Removal	145	SF	$2.75	$398.75	$4.00	$580.00	$5.00	$725.00
9	P-101	Saw and Seal Joints In Asphalt Overlay	115,587	LF	$2.10	$242,732.70	$4.00	$462,348.00	$1.00	$115,587.00
10	P-154	6" Aggregate Base Course (Potential Panel Replacement)	889	SY	$32.00	$28,448.00	$24.00	$21,336.00	$20.00	$17,780.00
11	P-401	Asphalt Mix Design	1	LS	$9,865.00	$9,865.00	$29,000.00	$29,000.00	$15,000.00	$15,000.00
12	P-401	2" Asphalt Surface Course	14,607	TN	$146.00	$2,132,622.00	$185.00	$2,702,295.00	$165.00	$2,410,155.00
13	P-403	Asphalt Leveling Course	4,426	TN	$154.00	$681,604.00	$197.00	$871,922.00	$175.00	$774,550.00
14	P-603	Emulsified Asphalt Tack Coat	25,995	GAL	$3.30	$85,783.50	$5.00	$129,975.00	$5.00	$129,975.00
15	P-610	10.5" Concrete Pavement (Potential Panel Replacement)	889	SY	$137.00	$121,793.00	$173.00	$153,797.00	$150.00	$133,350.00
16	P-620	Marking w/o Reflective Media	13,634	SF	$0.90	$12,270.60	$1.25	$17,042.50	$2.00	$27,268.00
17	P-620	Marking with Reflective Media	57,010	SF	$1.10	$62,711.00	$1.50	$85,515.00	$1.75	$99,767.50
18	P-620	Temporary Marking	57,010	SF	$0.65	$37,056.50	$1.00	$57,010.00	$1.50	$85,515.00
19	P-630	Refined Coal Tar Emulsion for Slurry Coat	10,668	SY	$4.30	$45,872.40	$6.00	$64,008.00	$4.00	$42,672.00
20	T-901	Seeding	4	AC	$12,580.00	$50,320.00	$18,000.00	$72,000.00	$3,000.00	$12,000.00
21	T-905	Topsoil (Contractor Furnished from Off-Site) (Established Quantity)	175	CY	$99.00	$17,325.00	$100.00	$17,500.00	$150.00	$26,250.00
22	T-908	Flexible Growth Medium (FGM)	4	AC	$16,418.00	$65,672.00	$22,000.00	$88,000.00	$6,000.00	$24,000.00
23	L-125	Existing Light Elevation Adjustment	1	EA	$2,750.00	$2,750.00	$6,500.00	$6,500.00	$1,500.00	$1,500.00
24	L-125	Existing Light/Sign Elevation Adjustment	1	EA	$2,750.00	$2,750.00	$10,000.00	$10,000.00	$4,000.00	$4,000.00
25	Olsson-100	Construction Layout and Stakes	1	LS	$184,065.00	$184,065.00	$123,000.00	$123,000.00	$75,000.00	$75,000.00
26	Olsson-101	Temporary Safety and Phasing Procedures	1	LS	$39,615.00	$39,615.00	$36,000.00	$36,000.00	$30,000.00	$30,000.00
TOTAL						$4,736,786.75		$5,705,978.00		$4,960,000.00
DBE Minimum Commitment (Project Goal: 0%)						Yes		Yes		
Bid Guarantee:						5% Bid Bond		5% Bid Bond		
Addendum No. 1:						Yes		Yes		
Remarks:										

PROPOSAL FORM

ALL PAGES (1-22) OF THIS FORM MUST BE SUBMITTED WHEN BIDDING

CITY OF MUSKOGEE, OKLAHOMA
MUSKOGEE-DAVIS REGIONAL AIRPORT (MKO)
AIP PROJECT NO. 3-40-0062-018/019-2025 (Design)

TO: City of Muskogee, Oklahoma (Owner) THE BID OF Rosscon LLC. (Name of Contractor)

The undersigned hereby proposes to furnish all labor, permits, materials, machinery, tools, supplies, equipment, and appurtenances necessary to faithfully perform all work required for construction of the Project in accordance with the bid documents, specifications, project drawings, and issued addenda within the specified time of performance for the following prices.

Item No.	Spec. No.	Description	Estimated Quantity	Unit	Unit Price	Total Amount
1	C-100	Contractor Quality Control Program (CQCP)	1	LS	$ 5,000.00	$ 5,000.00
2	C-102	Temporary Seeding	4.0	AC	$ 1600.00	$ 6400.00
3	C-102	Preparation of SWPPP & Obtaining NOI	1	LS	$ 5,000.00	$ 5,000.00
4	C-105	Mobilization [N.T.E. 10%]	1	LS	$ 200000.00	$ 200,000.00
5	P-101	Cold Milling (Profile / Variable Thickness)	127,713	SY	$ 3.50	$ 446,995.50
6	P-101	Crack and Joint Sealing in Existing Asphalt	14,040	LF	$ 1.00	$ 14,040.00
7	P-101	Concrete Pavement Removal (Potential Panel Replacement)	889	SY	$ 28.00	$ 24892.00
8	P-101	Marking Removal	145	SF	$ 4.50	$ ~~1525.00~~ for 652.50
9	P-101	Saw and Seal Joints In Asphalt Overlay	115,587	LF	$ 1.25	$ 144483.75
10	P-154	6" Aggregate Base Course (Potential Panel Replacement)	889	SY	$ 16.66	$ 14810.74
11	P-401	Asphalt Mix Design	1	LS	$ 1500.00	$ 1500.00
12	P-401	2" Asphalt Surface Course	14,607	TN	$ 133.50	$ 1,950,034.50
13	P-403	Asphalt Leveling Course	4,426	TN	$ 133.50	$ 590,871.00
14	P-603	Emulsified Asphalt Tack Coat	25,995	GAL	$ 4.80	$ 124776.00
15	P-610	10.5" Concrete Pavement (Potential Panel Replacement)	889	SY	$ 125.00	$ 111,125.00
16	P-620	Marking w/o Reflective Media	13,634	SF	$ 1.00	$ 13634.00
17	P-620	Marking with Reflective Media	57,010	SF	$ 1.00	$ 57,010.00
18	P-620	Temporary Marking	57,010	SF	$ .50	$ 28505.00
19	P-630	Refined Coal Tar Emulsion for Slurry Coat	10,668	SY	$ 3.50	$ 37338.00

Item No.	Spec. No.	Description	Estimated Quantity	Unit	Unit Price	Total Amount
20	T-901	Seeding	4.0	AC	$ 1500.10	$ 6,000.00
21	T-905	Topsoil (Contractor Furnished from Off-Site) (Established Quantity)	175	CY	$ 25.00	$ 4375.00
22	T-908	Flexible Growth Medium (FGM)	4.0	AC	$ 1500.00	$ 6,000.00
23	L-125	Existing Light Elevation Adjustment	1	EA	$ 250.00	$ 250.00
24	L-125	Existing Light/Sign Elevation Adjustment	1	EA	$ 250.00	$ 250.00
25	Olsson-100	Construction Layout and Stakes	1	LS	$ 18,500.00	$ 18,500.00
26	Olsson-101	Temporary Safety and Phasing Procedures	1	LS	30,000.00	30,000.00
TOTAL ESTIMATED COST						$ 3,842,442.99

ACKNOWLEDGEMENTS BY BIDDER

a. By submittal of a proposal, the BIDDER acknowledges and accepts that the quantities established by the OWNER are an approximate estimate of the quantities required to fully complete the Project and that the estimated quantities are principally intended to serve as a basis for evaluation of bids. The BIDDER further acknowledges and accepts that payment under this contract will be made only for actual quantities and that quantities will vary in accordance with the General Provisions subsection entitled "Alteration of Work and Quantities".

b. The BIDDER acknowledges and accepts that the bid documents are comprised of the documents identified within the Instructions to Bidders. The BIDDER further acknowledges that each of the individual documents that comprise the bid documents are complementary to one another and together establishes the complete terms, conditions, and obligations of the successful BIDDER.

c. As evidence of good faith in submitting this proposal, the undersigned encloses a bid guaranty in the form of a bid bond or certified check in the amount of 5% of the total amount of the bid. The BIDDER acknowledges and accepts that refusal or failure to accept award and execute a contract within the terms and conditions established herein will result in forfeiture of the bid guaranty to the owner as a liquidated damage.

d. The BIDDER acknowledges and accepts the OWNER'S right to reject any or all bids and to waive any minor informality in any Bid or solicitation procedure.

e. The BIDDER acknowledges and accepts the OWNER'S right to hold all Proposals for purposes of review and evaluation and not issue a notice-of-award for a period not to exceed **90 days** from the stated date for receipt of bids.

f. The undersigned agrees that upon written notice of award of contract, they will execute the contract within fifteen (15) days of the notice-of-award and provide executed payment and performance bonds within fifteen (15) days from the date of contract execution. The undersigned accepts that failure to execute the contract and provide the required bonds within the stated timeframe shall result in forfeiture of the bid guaranty to the owner as a liquidated damage.

g. Time of Performance: By submittal of this proposal, the BIDDER acknowledges and agrees to commence work within ten (10) calendar days of the date specified in the written Notice to Proceed as issued by the OWNER. The undersigned further agrees to complete the Project within the contract time allowance(s) as specified in the Notice to Bidders from the commencement date specified in the Notice to Proceed.

h. The BIDDER acknowledges and accepts that upon failure to complete each Phase or Element within the respective specified contract time allowance, the Contractor shall pay the non-penal sum prescribed in the Notice to Bidders as a liquidated damage to the OWNER.

i. The BIDDER acknowledges that the OWNER has established a contract Disadvantaged Business Enterprise goal of **0.0%** for this project. The BIDDER acknowledges and accepts the requirement to apply and document good faith efforts, as defined in Appendix A, 49 CFR Part 26, for subcontracting a portion of the prime contract to certified Disadvantaged Business Enterprises (DBE), as defined in 49 CFR Part 26 for purposes of meeting the OWNER'S established goal. The BIDDER, in complying with this requirement, proposes participation by Disadvantaged Business Enterprises as stated on the attached forms, Utilization Statement and Letter of Intent.

j. The BIDDER, by submission of a proposal, acknowledges that award of this contract is subject to the provisions of the Davis Bacon Act. The BIDDER accepts the requirement to pay prevailing wages for each classification and type of worker as established in the attached wage rate determination as issued by the United States Department of Labor. The BIDDER further acknowledges and accepts their requirement to incorporate the provision to pay the established prevailing wages in every subcontract agreement entered into by the Bidder under this project.

k. The undersigned agrees to comply with all current and applicable federal, state, and local rules and regulations governing the safety of men and materials during its operations including observing the requirements of the Occupational Safety and Health Administration (OSHA).

l. The BIDDER acknowledges that this project is subject to the FAA Reauthorization Act of 2024 (Public Law 118-63), Section 936, regarding the Prohibition of Covered Unmanned Aircraft Systems (UAS), and certifies that it will comply with all applicable requirements and restrictions related to the procurement and operation of UAS on this project.

m. The undersigned acknowledges that the project is subject to FAA's current Federal Provisions as provided here-in. The undersigned furthermore hereby certifies that they, and their subcontractors, comply with the Federal Provisions as incorporated herein.

REPRESENTATIONS BY BIDDER

By submittal of a proposal (bid), the BIDDER represents the following:

a. The BIDDER has read and thoroughly examined the bid documents including all authorized addenda.

b. The BIDDER has a complete understanding of the terms and conditions required for the satisfactory performance of project work.

c. The BIDDER has fully informed themselves of the project site, the project site conditions and the surrounding area.

d. The BIDDER has familiarized themselves of the requirements of working on an operating

airport and understands the conditions that may in any manner affect cost, progress, or performance of the work

e. The BIDDER has correlated their observations with that of the project documents.

f. The BIDDER has found no errors, conflicts, ambiguities, or omissions in the project documents, except as previously submitted in writing to the owner that would affect cost, progress, or performance of the work.

g. The BIDDER is familiar with all applicable federal, state, and local laws, rules and regulations pertaining to execution of the contract and the project work.

h. The BIDDER has complied with all requirements of these instructions and the associated project documents.

CERTIFICATIONS BY BIDDER

a. The undersigned hereby declares and certifies that the only parties interested in this proposal are named herein and that this proposal is made without collusion with any other person, firm, or corporation. The undersigned further certifies that no member, officer, or agent of OWNER'S has direct or indirect financial interest in this proposal.

b. **Trade Restriction Certification:** (49 CFR Part 30)
By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or

2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or

3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

c. **Certification of Offeror/Bidder Regarding Debarment**
By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

d. **Certification of Lower Tier Contractors Regarding Debarment**
The successful bidder, by administering each lower tier subcontract that exceeds $25,000 as a "covered transaction", must confirm each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally-assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: http://www.sam.gov.
2. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

e. **Certification Regarding Lobbying**
The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation,

renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

f. **Buy American Certification:** (Title 49 U.S.C. Chapter 501)
As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its proposal. The bidder or offeror must indicate how it intends to comply with 49 USC § 50101, BABA and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e., not both) by inserting a checkmark (✓) or the letter "X".

The bidder must complete the attached Buy American certification. If the bidder requests a permissible waiver to the Buy America requirements, the Bidder identified with the apparent low bid must submit a formal waiver request and component cost calculation within the prescribed time identified on the Buy American certification.

g. **Additional Insurance Charge:** If there is an additional charge for the insurance naming the City of Muskogee, Oklahoma and the Engineer as an additional insured, the amount must be shown here. The amount shown will not change the total bid. A blank or inserting a zero will mean the Bidder's insurance company does not charge an extra fee for naming the City of Muskogee, Oklahoma and the Engineer as an additional insured per the Special Provisions.
$_____0_____

h. **DBE Utilization:** The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner. (Please check the appropriate box and if checking the second box, fill in the blank.)

☑ The bidder/offeror is committed to a minimum of **0.0%** DBE utilization on this contract.

☐ ~~The bidder/offeror, while unable to meet the DBE goal of **0.0%**, hereby commits to a minimum of _____% DBE utilization on this contract and also submits documentation, as an attachment, demonstrating good faith efforts (GFE).~~

i. **Certification of Offeror/Bidder Regarding Tax Delinquency and Felony Convictions:** The applicant must complete the following two certifications' statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark in the space following the applicable response. The applicant agrees that if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts. (Please check the appropriate box for Statement No. 1 & Statement No. 2.)

Certification Statement No. 1:

☐ The applicant **represents that it is a** corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

☑ The applicant **represents that it is not a** corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

Certification Statement No. 2:

☐ The applicant **represents that it is a** corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months."

☑ The applicant **represents that it is not a** corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months."

ATTACHMENTS TO THIS BID and ADDITIONAL SUBMITTALS

The following documents are attached to and made a part of this Bid. **Failure to include all items at the bid opening will result in the bid being considered non-responsive.**:

1. Bid Guaranty in the form of 5% Bid Bond;

2. Buy American Certification Form: Signature and company name required.

3. DBE forms "Utilization Statement", "Letter of Intent" and "DBE Regular Dealer / Distributor Affirmation Form". Note the prime contractor's and the subcontractor's signature on the Letter of Intent is not required to be attached but must be submitted within 2 working days of the bid opening.

4. **City of Muskogee – Additional Proposal Forms**
   a. Business Relationships Affidavit
   b. Equal Opportunity Employment
   c. Non-Collusion Affidavit
   d. Project Superintendent & Supervision Roster
   e. Certification of Non-Discrimination
   f. Certificate of Non-Segregated Facilities

The undersigned agrees to submit the following documents within 2 days of the bid opening. The undersigned agrees that these documents will be made a part of this Bid.

5. Signature from each proposed DBE subcontractor on the previously submitted DBE "Letters of Intent".

6. Evidence of good faith efforts required by 49 CFR Part 26, Appendix A. If proposed DBE goal is met, submittal of evidence of good faith efforts is not required.

The undersigned acknowledges receipt of the following addenda:

Addendum Number 1 dated 6/3/20
Addendum Number ___ dated ___
Addendum Number ___ dated ___

Business: Rosscon, LLC.

By: _____
(Signature of Authorized Officer)

Braden Ross
(Printed Name)

Address: 3500 N. York St.

Title: President

City, State, Zip Muskogee, OK 74403

Federal ID No. 42-1682071

Phone 918-681-1166

DBE / Non-DBE Status[1] non DBE

Fax 918-683-1266

NAICS Code[2] 237310, 238990, 238910

Email Shari@rosscon LLC.com

Race of Majority Owner[3] Other (White)

Gender of Majority Owner Female

Age of Firm 28 years

Annual Receipts[4] E

(1) Indicate if the firm is currently certified as a DBE by the state Department of Transportation for the state in the which the project is located.

(2) NAICS is the North American Industry Classification System. Only list the codes for the work that is proposed to be completed by the prime contractor. Information on NAICS can be found at www.census.gov/naics

(3) Use only these race/ethnicity classifications from 49 CFR part 26: Black American; Hispanic American; Native American; Asian Pacific American; Subcontinent Asian American; or Other

(4) Report the gross receipts using the following range of values: A) less than $1 million; B) $1-3 million; C) $3-6 million; D) $6-10 million, or E) more than $10 million.

Certification of Compliance with FAA Buy American Preference Construction Projects

PROJECT NAME:	**Rehabilitate Runway 13/31**
AIRPORT NAME:	**Muskogee-Davis Regional Airport (MKO)**
AIP NUMBER:	**3-40-0062-018/019-2025 (Design)**

The Contractor certifies that its bid/offer is in compliance with 49 USC § 50101, BABA and other related Made in America Laws,[1] U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its proposal. The bidder or offeror must indicate how it intends to comply with 49 U.S.C. § 50101, BABA and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e., not both) by inserting a checkmark (✓) or the letter "X".

☑ Bidder or offeror hereby certifies that it will comply with 49 U.S.C. § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:

a) Only installing iron, steel and manufactured products produced in the United States;
b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.
c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

a) To provide to the Airport Sponsor or the FAA evidence that documents the source and origin of the iron, steel, and/or manufactured product.
b) To faithfully comply with providing U.S. domestic products.
c) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
d) Certify that all construction materials used in the project are manufactured in the U.S.

☐ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 U.S.C. § 50101(a) but may qualify for a Type 3 or Type 4 waiver under 49 U.S.C. § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

[1] Per Executive Order 14005 "Made in America Laws" means all statutes, regulations, rules, and Executive Orders relating to federal financial assistance awards or federal procurement, including those that refer to "Buy America" or "Buy American," that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced in the United States, including iron, steel, and manufactured products offered in the United States.

a) To the submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.
b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
d) To furnish U.S. domestic product for any waiver request that the FAA rejects.
e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 2 Waiver (Nonavailability) - The iron, steel, manufactured goods or construction materials or manufactured goods are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire
b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;
c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

Type 3 Waiver – The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the "facility/project." The required documentation for a Type 3 waiver is:

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
b) Listing of all manufactured products that are not comprised of 100 percent U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
d) Percentage of non-domestic component and subcomponent cost as compared to total "facility" component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver (Unreasonable Costs) - Applying this provision for iron, steel, manufactured goods or construction materials would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

a) A completed Content Percentage Worksheet and Final Assembly Questionnaire from
b) At minimum two comparable equal bids and/or offers;
c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;
d) Completed waiver applications for each comparable bid and/or offer.

False Statements: Per 49 U.S.C. § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

6/11/2026 _____
Date Signature

ROSSCON, LLC. President
Company Name Title

Buy American Waiver Request

Title 49 U.S.C Section 50101 (b)

For Airfield Development Projects funded under the Airport Improvement Program

Type of Waiver Request:

The bidder may request a waiver subject to the provisions of Section 50101(b)(3) or Section 50101(b)(4). The bidder may not request a waiver under Section 50101(b)(1) or Section 50101(b)(2). Bidder is hereby advised that the Owner's approval with the bidder's waiver request is contingent upon FAA approval. The bidder must select one of the following applicable waiver provisions:

☐ Section 50101(b)(3): Bidder hereby requests a waiver to Buy America preferences based upon Section 50101(b)(3) for the equipment identified below. The bidder certifies that _____ % of the cost of components and subcomponents comprising the equipment are produced in the United States and that final assembly occurs within the United States. *(Bidder must attach a copy of the component cost calculation table)*

Equipment: _____

☐ Section 50101(b)(4). Bidder hereby requests a waiver to Buy America preferences based upon Section 50101(b)(4). The bidder asserts provision of domestic material increases the cost of the overall project by more than 25%. *(Note: This type of waiver is very rare)*

Certification Signature

In accordance with Section 50101(b), we request a waiver to the Buy America provisions based on the above certification and attached documentation.

Signature	*Date* 6/11/2026
Olsson LLC. *Bidder's Firm Name*	President *Title*

Instructions for Section 50101(b)(3) Waiver:

1. "Equipment" in Section 50101 shall mean the following:
   a) Individual type "L" items (Airfield Lighting Equipment) as listed in FAA Advisory Circular 150/5345-53.
   b) Individual bid items as established within FAA Advisory Circular 150/5370-10. The bid item application may not be applied for the type "L" items listed in AC 150/5345-53.
   c) A waiver request may only address one specific equipment item. Submit separate requests for each equipment item for which a waiver.
   d) Items listed under the Nationwide Waiver do not require further review. Please refer to the following webpage: https://www.faa.gov/airports/aip/buy_american/
   e) Items listed under the Project Specific Buy American Waivers, please refer to the following webpage: https://www.faa.gov/airports/aip/buy_american/
2. The bidder must base the U.S. percentage upon the value that results from completing a component cost calculation table similar to the attached format. Bidder shall avoid mere pro forma efforts to establish the waiver request percentage. The Bidder must submit the component cost calculation table as an attachment to the waiver request.
3. Components/subcomponents are the material and products composing the "equipment".
4. The final assembly of the AIP-funded "equipment" must be within the USA *(Section 50101(b)(3)(B))*. Final assembly is the substantial transformation of the components and subcomponents into the end product.
5. All steel used in the "Equipment" must be produced in the United States.
6. The Buy American requirements apply to all tier contractors and subcontractors. All contractors/subcontractors are required to provide appropriate documentation that indicates origin of manufacturer and percentage of domestic made product.
7. The bidder is hereby advised there is no implied or expressed guarantee that a requested waiver will be issued by the Federal Aviation Administration (FAA). Less than 60% USA component/subcomponent proposed for this facility CANNOT be waived. Products made with foreign steel are not eligible for a waiver.

Instructions for Section 50101(b)(4) Waiver:

1. The 25% cost increase waiver is rarely applicable. Consult Owner before making this request.

North America Free Trade Act (NAFTA)

The NAFTA **does not** apply to the AIP. Products and material made in Canada or Mexico must be considered as foreign made products.

Buy American Project/Product
Content Percentage Calculation – Worksheet

Applicant Information

Date of Application:

Applicant Name:

Applicant Type (choose one):
☐ Prime Contractor ☐ Manufacturer ☐ Supplier

Point of Contact (First and Last Name):

Applicant Business Address:

Email address:

Telephone: Extension:

Project/Product Information

FAA Eligible Project:

Airport Sponsor:

Airport LOCID:

FAA Award Number:

FAA Item Number (FAA Advisory Circular reference, if applicable):

Total Material Cost:

Total **U.S.** Material Content Cost: Percentage: %

Total **Non-U.S.** Material Content Cost: Percentage: %

FAA Buy American Preference (including Buy American Build American) Compliance

Does this project include any iron, steel or any of the following construction materials, not 100% produced in the United States?

☐ Yes ☐ No

If "Yes," indicate the cost and percentage of the project below.

Steel (e.g., structural steel, rebar)	Cost:	Percentage:	%
Iron	Cost:	Percentage:	%
Non-ferrous metals	Cost:	Percentage:	%
Plastic and polymer-based products	Cost:	Percentage:	%
Glass (including optic glass)	Cost:	Percentage:	%
Lumber	Cost:	Percentage:	%
Drywall	Cost:	Percentage:	%

Use of Non-Domestic Construction Materials Justification

Provide a description of your efforts to locate and secure a domestic source for those "construction materials" or final manufactured goods that are not 100% produced in the U.S., including use of the Manufacturing Extension Partnership (MEP) and market research.

– CONFIDENTIAL –

NOT SUBJECT TO DISCLOSURE UNDER EXEMPTION # 4 OF THE FREEDOM OF INFORMATION ACT

Project Material Structure Worksheet

Level (0, 1, 2)	Part Number	Item Description	Quantity	Unit of Measure	Price/Unit of Measure	U.S. Origin Price/Unit of Measure	U.S. Origin Cost (Each)	Non-U.S. Price/Unit of Measure	Non-U.S. Cost (Each)	Country of Non-U.S. Materials
0			1	Each						

– CONFIDENTIAL –

NOT SUBJECT TO DISCLOSURE UNDER EXEMPTION # 4 OF THE FREEDOM OF INFORMATION ACT

Level (0, 1, 2)	Part Number	Item Description	Quantity	Unit of Measure	Price/Unit of Measure	U.S. Origin Price/Unit of Measure	U.S. Origin Cost (Each)	Non-U.S. Price/Unit of Measure	Non-U.S. Cost (Each)	Country of Non-U.S. Materials

– CONFIDENTIAL –

NOT SUBJECT TO DISCLOSURE UNDER EXEMPTION # 4 OF THE FREEDOM OF INFORMATION ACT

Level (0, 1, 2)	Part Number	Item Description	Quantity	Unit of Measure	Price/Unit of Measure	U.S. Origin Price/Unit of Measure	U.S. Origin Cost (Each)	Non-U.S. Price/Unit of Measure	Non-U.S. Cost (Each)	Country of Non-U.S. Materials

– CONFIDENTIAL –

NOT SUBJECT TO DISCLOSURE UNDER EXEMPTION # 4 OF THE FREEDOM OF INFORMATION ACT

Level (0, 1, 2)	Part Number	Item Description	Quantity	Unit of Measure	Price/Unit of Measure	U.S. Origin Price/Unit of Measure	U.S. Origin Cost (Each)	Non-U.S. Price/Unit of Measure	Non-U.S. Cost (Each)	Country of Non-U.S. Materials

– CONFIDENTIAL –

NOT SUBJECT TO DISCLOSURE UNDER EXEMPTION # 4 OF THE FREEDOM OF INFORMATION ACT

Certification

The undersigned certifies that this information is true and accurate to the best of their knowledge. A false certification represents a violation of 18 U.S.C § 1001 and 49 U.S.C § 47126. Signatory has the burden of proof to establish compliance.

Signature: _____ Date: 6/11/26

Name: Braden Doss

Title: President

FOR FAA USE ONLY

(Mark the appropriate Waiver Type & Scope)

Applicable FAA Waiver Type

- ☐ Type I Public Interest (HQ Only)
- ☐ Type II Nonavailability (HQ Only)
- ☐ Type III More than 60% and Final Assembly within the U.S.
- ☐ Type IV Unreasonable Cost (Requires MEP/requires HQ coordination)
- ☐ BABA Iron, Steel, or Construction Material (requires justification) (Apply BABA Flag)

Applicable FAA Waiver Scope

- ☐ Project Specific
- ☐ Nationwide – (General Applicability) (For HQ Only)

Justifications

- ☐ Manufacturing Extension Partnership (MEP) Coordinated

FAA Official's Signature:

End of FAA-Use Only Section

UTILIZATION STATEMENT
(DBE Participation Form)
Disadvantaged Business Enterprise

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner. (*Please mark the appropriate box and if checking the second box, fill in the blank.*)

☑ **The bidder/offeror is committed to a minimum of 0.0% DBE utilization on this contract.**

☐ ~~**The bidder/offeror, while unable to meet the DBE goal of 0.0%, hereby commits to a minimum of _____% DBE utilization on this contract and also submits documentation, as an attachment, demonstrating good faith efforts (GFE).**~~

The undersigned hereby further assures that the information included herein is true and correct, and that the DBE firm(s) listed herein have agreed to perform a commercially useful function in the work items noted for each firm. The undersigned further understands that no changes to this statement may be made without prior approval from the Civil Right Staff of the Federal Aviation Administration.

Bidder's/Offeror's Firm Name

Signature

Date 6/11/24

DBE UTILIZATION SUMMARY

	Contract Amount		DBE Amount	Contract Percentage
DBE Prime Contractor	$_____	x 1.00 =	$_____	_____%
DBE Subcontractor	$_____	x 1.00 =	$_____	_____%
DBE Regular Dealer*	$_____	x 0.60 =	$_____	_____%
DBE Distributor*	$_____	x 0.40 =	$_____	_____%
DBE Manufacturer	$_____	x 1.00 =	$_____	_____%
Total Amount DBE			$_____	_____%
DBE Goal**				_____%

* If the materials or supplies are purchased from a DBE distributor that neither maintains sufficient inventory nor uses its own distribution equipment for the products in question, count 40 percent of the cost of materials or supplies (including transportation costs). as defined in § 26.55(e)(2)(iv)(A), (B), and (C) and (e)(3). **The "DBE Regular Dealer / Distributor Affirmation Form" must be completed to make this determination.**

** If the total proposed DBE participation is less than the established DBE goal, Bidder must provide written documentation of the good faith efforts as required by 49 CFR Part 26.

LETTER OF INTENT
Disadvantaged Business Enterprise
(This page shall be submitted for each DBE firm)

Bidder/Offer Name:_____

Authorized Representative:_____

Phone:_____ Email:_____

DBE Firm: DBE Firm:_____

Authorized Representative:_____

Phone:_____ Email:_____

DBE Certifying Agency: _____ Expiration Date:_____

Each DBE Firm shall submit evidence (such as a photocopy) of their certification status.

Classification: ☐Prime Contractor ☐Subcontractor ☐Manufacturer
☐Regular Dealer* ☐Distributor* ☐Broker*

* The "DBE Regular Dealer / Distributor Affirmation Form" must be completed to make this determination.

Work item(s) to be performed by DBE	Description of Work Item	NAICS Code	Quantity	Total

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The total expected dollar value of this work is DBE contract amount: $_____.

The bidder/offeror understands that if it is awarded the contract/agreement resulting from this procurement, it **must enter into a subcontract with the DBE firm identified above** that is representative of the type and amount of work listed. Bidder/offeror understands that upon submitting this form with its bid/offer, it may not substitute or terminate the DBE listed above without following the procedures of 49 CFR Part 26, §26.53.

_____ Date: _____
Signature of Bidder/Offeror's Authorized Representative

The above-named DBE firm affirms that it is ready, willing, and able to perform the amount and type of work as described above, and is properly certified to be counted for DBE participation, therefore.

_____ Date: _____
Signature of Bidder/Offeror's Authorized Representative

In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

OMB Control #2105-0586 (Exp. 5/31/2027)

U.S. Department of Transportation

DBE Regular Dealer/Distributor Affirmation Form

Bidder Name:

Contract Name/Number:

Sections 26.53(c)(1) of Title 49 Code of Federal Regulations requires recipients to make a preliminary counting determination for each DBE listed as a regular dealer or distributor to assess its eligibility for 60 or 40 percent credit, respectively, of the cost of materials and supplies based on its demonstrated capacity and intent to perform as a regular dealer or distributor, as defined in section 26.55(e)(2)(iv)(A),(B),(C), and (3) under the contract at issue. The regulation requires the recipient's preliminary determination to be made based on the DBE's written responses to relevant questions and its affirmation that its subsequent performance of a commercially useful function will be consistent with the preliminary counting of such participation. The U.S. Department of Transportation is providing this form as a tool for recipients, prime contractors, regular dealers, and distributors to use to carry out their respective responsibilities under this regulation. The form may be used by each DBE supplier whose participation is submitted by a bidder for regular dealer or distributor credit on a federally-assisted contract with a DBE participation goal. The form may also be used by prime contractors in connection with DBE regular dealer or distributor participation submitted after a contract has been awarded provided such participation is subject to the recipient's prior evaluation and approval. If this form is used, it should be accompanied by the bidder's commitment, contract, or purchase order showing the materials the DBE regular dealer or distributor is supplying. Use of this tool is not mandatory. If a recipient chooses a different method for complying with Section 26.53(c)(1), it must include that method in its DBE Program Plan.

DBE Name:

Total Subcontract/Purchase Order Amount:

Authorized DBE Representative (Name and Title):

NAICS Code(s) Related to the Items to be Sold/Leased:

1. Will **all** items sold or leased be provided from the on-hand inventory at your establishment? ☐ YES ☐ NO

   (If "YES," you have indicated that your performance will satisfy the regular dealer requirements and may be counted at 60%. STOP here. Read and sign the affirmation below. If "NO" Continue.)

   a) Are you selling bulk items (e.g., petroleum products, steel, concrete, concrete products, sand, gravel, asphalt, etc.) or items not typically stocked due to their unique characterisics (aka specialty items)?

   ☐ YES ☐ NO **(If "YES," Go to Question 2. If "NO" Continue.)**

   b) Will at least 51% of the items you are selling be provided from the inventory maintained at your establishment, and will the minor quantities of items delivered from and by other sources be of the general character as those provided from your inventory?

   ☐ YES ☐ NO* **(If "YES," you have indicated that your performance will satisfy the regular dealer requirements and may be counted at 60%. STOP here. Read and sign the affirmation below.**

   ***If 1.,1.a), and 1. b) above are "NO," your performance on the whole will not satisfy the regular dealer requirements; therefore, only the value of items to be sold or leased from inventory can be counted at 60%. (Go to Question 3. to determine if the items delivered from and by other sources are eligible for Distributor credit.)**

2. Will you deliver all bulk or specialty items using distribution equipment you own (or under a long-term lease) and operate?

   ☐ YES ☐ NO[1]

   (If "YES," you have indicated that your performance will satisfy the requirements for a regular dealer of bulk items and may be counted at 60%. STOP here. Read and sign the affirmation below.)

   [1] If "NO," your performance will not satisfy the requirements for a regular dealer of bulk items; the value of items to be sold or leased cannot be counted at 60%. (Go to Question 3.)

3. Will the written terms of your purchase order or bill of lading from a third party transfer responsibility, including risk for loss or damage, to your company at the point of origin (e.g. a manufacture's facility) ? ☐ YES[2] ☐ NO[3]

   a) Will you be using sources **other than** the manufacturer (or other seller) to deliver or arrange delivery of the items sold or leased ? ☐ YES[2] ☐ NO[3]

   [2] If your responses to 3 and 3.a) are "YES," you have indicated that your performance will satisfy the requirements of a distributor; therefore, the value of items sold or leased may be counted at 40%.

   [3] If you responded "NO" to either 3 or 3.a), counting of your participation is limited to the reasonable cost of fees or commissions charged, including transportation charges for the delivery of materials or supplies; the cost of materials or supplies may not be counted.

I affirm that the information that I provided above is true and correct and that my company's subsequent performance of a commercially useful function will be consistent with the above responses. I further affirm that my company will independently negotiate price, order specified quantities, and pay for the items listed in the bidder's commitment. This includes my company's responsibility for the quality of such items in terms of necessary repairs, exchanges, or processing of any warranty claims for damaged or defective materials.

Printed Name and Signature of DBE Owner/Authorized Representative:

The bidder acknowledges its responsibility for verifying the information provided by the DBE named above and ensuring that the counting of the DBE's participation is accurate. Any shortfall caused by errors in counting are the responsibility of the bidder.

Printed Name and Signature of Bidder's Authorized Representative:

SUBCONTRACTOR'S LIST
ALL subcontractors must be listed.

Except for DBE firms included in the Letter(s) of Intent, use of subcontractors on this list is not mandatory. CFR § 26.11(c) requires airport sponsors to collect bidders list information from all bidders at the time of bid submittal. The data must be collected for all firms who bid as prime contractors or subcontractors (successfully or not). Attach additional pages if necessary.

AIP Project No.: 3-40-0062-018/019-2025 Airport Name: Muskogee-Davis Regional
Project Description: Rehab Rwy 13/31 Airport Location: Muskogee, Oklahoma

Firm Name	Street Address	City, State	Zip	DBE[1]
Direct Traffic Controllers	P.O. Box 602 Muskogee, OK 74403	Muskogee, OK	74403	(Yes)/No
NAICS Code(s)[2]	**Race of Majority Owner[3]**	**Gender of Majority Owner**	**Age of Firm**	**Annual Gross Receipts[4]**
237310	Native American Creek Nation	Female	27 years	E
Firm Name	**Street Address**	**City, State**	**Zip**	**DBE[1]**
				Yes/No
NAICS Code(s)[2]	**Race of Majority Owner[3]**	**Gender of Majority Owner**	**Age of Firm**	**Annual Gross Receipts[4]**
Firm Name	**Street Address**	**City, State**	**Zip**	**DBE[1]**
				Yes/No
NAICS Code(s)[2]	**Race of Majority Owner[3]**	**Gender of Majority Owner**	**Age of Firm**	**Annual Gross Receipts[4]**
Firm Name	**Street Address**	**City, State**	**Zip**	**DBE[1]**
				Yes/No
NAICS Code(s)[2]	**Race of Majority Owner[3]**	**Gender of Majority Owner**	**Age of Firm**	**Annual Gross Receipts[4]**

(1) Indicate if the firm is currently certified as a DBE by the state Department of Transportation for the state in the which the project is located.

(2) NAICS is the North American Industry Classification System. Only list the codes for the work that is proposed to be completed by the subcontractor. Information on NAICS can be found at www.census.gov/naics

(3) Use only these race/ethnicity classifications from 49 CFR part 26: Black American; Hispanic American; Native American; Asian Pacific American; Subcontinent Asian American; or Other

(4) Report the gross receipts using the following range of values: A) less than $1 million; B) $1-3 million; C) $3-6 million; D) $6-10 million, or E) more than $10 million.

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned Rosscon, LLC as Principal, and National American Insurance Company as Surety, are hereby held and firmly bound unto City of Muskogee, Oklahoma as Owner in the penal sum of $ Five Percent (5%) of Amount Bid for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns. Signed, this 11th day of June 2026.

The condition of the above obligation is such that whereas the principal has submitted to the City of Muskogee, Oklahoma a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the construction of:

NOW, THEREFORE,

(A) If said Bid shall be rejected, or in the alternate,

(B) If said Bid shall be accepted and the Principal shall execute and deliver the Contract in the form included in the Contract Documents (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claim hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by an extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of these are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by proper officers, the day and year first set forth above.

(SEAL)
ATTEST:

ROSSCON LLC CORPORATE SEAL OKLAHOMA

Rosscon, LLC
Principal

Title: Braden Ross, President

(SEAL)
ATTEST:

National American Insurance Company
Surety

By: David Pennekamp, Attorney-in Fact

IMPORTANT - Surety Companies executing bonds for federally assisted contracts must appear on the Treasury Department's most current fist (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

NATIONAL AMERICAN INSURANCE COMPANY
CHANDLER, OKLAHOMA
POWER OF ATTORNEY

BB USE ONLY

DUPLICATES SHALL HAVE THE SAME FORCE AND EFFECT AS AN ORIGINAL ONLY WHEN ISSUED IN CONJUNCTION WITH THE ORIGINAL.

KNOW ALL MEN BY THESE PRESENTS: That the National American Insurance Company, a corporation duly organized under the laws of the State of Oklahoma, having its principal office in the city of Chandler, Oklahoma, pursuant to the following resolution, adopted by the Board of Directors of the said Company on the 8th day of July, 1987, to wit:

"Resolved, that any officer of the Company shall have authority to make, execute and deliver a Power of Attorney constituting as Attorney-in-fact, such persons, firms, or corporations as may be selected from time to time.

Resolved that nothing in this Power of Attorney shall be construed as a grant of authority to the attorney(s)-in fact to sign, execute, acknowledge, deliver or otherwise issue a policy or policies of insurance on behalf of National American Insurance Company.

Be It Further Resolved, that the signature of any officer and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such powers so executed and certified by facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond and documents relating to such bonds to which it is attached."

National American Insurance Company does hereby make, constitute and appoint

Vicky Jarvis, Robin Owens, William Tippit, Gary Jones, Andrew M. Treat,
Angela Holmstrom, Mark A. Tedford, David Pennekamp, David Summers, Katelyn Webb

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred in its name, places and stead, to sign, execute, acknowledge and deliver in its behalf, and its act and deed, as follows:

To bind the company for bonds, not to exceed $6,000,000.00 for any single bond. And to bind National American Insurance Company thereby as fully and to the same extent as if such bonds and documents relating to such bonds were, signed by the duly authorized officer of the National American Insurance Company, and all the acts of said Attorney(s) pursuant to the authority herein given, are hereby ratified and confirmed.

IN WITNESS WHEREOF, the National American Insurance Company has caused these presents to be signed by any officer of the Company and its Corporate Seal to be hereto affixed.

NATIONAL AMERICAN INSURANCE COMPANY

Lance A. LaGere, President & Chief Executive Officer

STATE OF OKLAHOMA)
COUNTY OF LINCOLN) SS:

On this 19th day of January, 2026, in the City of Chandler, Oklahoma, before me personally came Lance A. LaGere, to me known, who being by me duly sworn, did depose and say; that he resides in the County of Oklahoma, State of Oklahoma; that he is the President and Chief Executive Officer of the National American Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name, thereto by like order.

Notary Public
My Commission Expires August 27, 2029
Commission #13007877

STATE OF OKLAHOMA)
COUNTY OF LINCOLN) SS:

I, the undersigned, Secretary of the National American Insurance Company, an Oklahoma Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force.

Signed and Sealed at the City of Chandler, Oklahoma.

Dated the 11th day of June, 2026

R. Patrick Gilmore, Secretary

BUSINESS RELATIONSHIP AFFIDAVIT

STATE OF Oklahoma
COUNTY OF Muskogee.

Braden Ross, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the nature of any partnership, joint venture, or other business relationship presently in effect or which existed within one (1) year prior to the date of this statement with the architect, engineer, or other party to the project is as follows:

none

Affiant further states that any such business relationship presently in effect or which existed within one (1) year prior to the data of this statement between any officer or director of the bidding company and any officer or director of the architectural or engineering firm or other party of the project is as follows:

none

Affiant further states that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms are as follows:

none

If none of the business relationships here in above mentioned exist, affiant should so state).

none

Subscribed

Subscribed and sworn to before me this
11 day of June, 2026.

STATE OF OKLAHOMA NOTARY PUBLIC
SHARI PAUL
MY COMMISSION # 04006736
EXPIRES: July 28, 2028

Notary

7/28/28
My Commission expires on:

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

GENERAL

BIDDER NAME Rosscon LLC.

ADDRESS 3500 N. York St. Muskogee, OK 74403

INTERNAL REVENUE SERVICE EMPLOYER IDENTIFICATION NUMBER 42-1682071

NON-SEGREGATED FACILITIES

NOTICE TO PROSPECTIVE FEDERALLY ASSISTED CONSTRUCTION CONTRACTORS:

(1) A Certification of Non-segregated Facilities must be submitted prior to the award of a federally assisted construction contract exceeding $10,000 which is not exempt from the provisions of the equal opportunity clause.

(2) Contractors receiving federally assisted construction contract awards exceeding $10,000, which are not exempt from the provisions of the equal opportunity clause, will be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontractors exceed $10,000 and are not exempt from the provisions of the equal opportunity clause.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATION ON NONSEGREGATED FACILITIES:

(1) Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding $10,000 which is not exempt from the provisions of the equal opportunity clause.

(2) Contractors receiving subcontract awards exceeding $10,000 which are not exempt from the provisions of the equal opportunity clause will be required to provide for the forwarding of this notice to prospective subcontracts exceed $10,000 and are not exempt from the provisions of the equal opportunity clause.

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

PROJECT SUPERINTENDENT
AND SUPERVISION ROSTER

In accordance with Article 7.01 of the General Conditions, the following individual or individuals will be assigned to this project as resident superintendent and Contractor's representative at the work site (Contractor complete):

Resident Superintendent:	Phone No.	Contact Person
1. Braden Ross	918.781.9566	Project Manager
2. Caleb Adney	918.514.1666	Asphalt Foreman
3. Mike Stevens	1661-748.9561	Superintendent
4.		
5.		

CONTRACTOR: Rosscon LLC.

BY: [signature]

TITLE: President

NONCOLLUSION AFFIDAVIT

STATE OF Oklahoma)
COUNTY OF Muskogee)

Braden Ross, of lawful age, being first duly sworn, on oath says, that (s)he is the agent authorized by Rosscon LLC., the contractor herein, to submit the attached bid to the City of Muskogee. Affiant further states that the said contractor has not paid, given or donated or agreed to pay, give or donate to any officer or employee of the City of Muskogee any money or thing of value, either directly or indirectly, for special consideration in the letting of a contract.

Signature

Subscribed and sworn to me this 11 day of June, 2026.

Notary Public

My commission expires:

7/28/28

STATE OF OKLAHOMA NOTARY PUBLIC
SHARI PAUL
MY COMMISSION # 04006736
EXPIRES: July 28, 2028

CERTIFICATE OF NON-DISCRIMINATION

In connection with the performance of work under this contract, the contractor agrees as follows:

A. The contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, or ancestry. The Contractor shall take affirmative action to insure that employees are treated without regard to their race, creed, color, national origin, sex, or ancestry. Such actions shall include, but not be limited to the following: Employment, upgrading, demotion or transfer, recruiting or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The contractor and sub-contractor shall agree to post such notices in a conspicuous place, available to employees and applicants for employment.

B. In the event of the contractor's non-compliance with this non-discrimination clause, the contractor may be canceled or terminated. The contractor may be declared ineligible for further contracts with the CITY OF MUSKOGEE until satisfactory proof of intent to comply shall be made by the contractor.

C. The contract agrees to include this non-discrimination clause in any sub-contracts connected with the performance of this agreement.

I have read the above stated clause and agree to abide by its requirements.

Contractor

Title: President

CERTIFICATE OF NON-SEGREGATED FACILITIES

The federally assisted construction contractor certifies that he does not maintain or provide for his employee any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated are maintained. The federally assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washroom, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin, because of habit, local custom, or other reason. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the equal opportunity clause, and that he will retain such certifications in his files.

NOTICE TO PROSPECTIVE CONTRACTORS OF REQUIREMENT FOR CERTIFICATION OF NONSEGREGATED FACILITIES:

A Certification of Non-segregated Facilities must be submitted prior to the award of a contract or subcontract exceeding $10,000, which is not exempt from the provisions of the Equal Opportunity Clause.

Certification - The information above is true and complete to the best of my knowledge and belief.

Braden Ross President
(Please Print) Name and Title of Signatory

Signature

6-11-24
Date

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Plan Holder Report as of 06/11/2026 01:45 PM CDT

Muskogee-Davis Regional Airport, Muskogee, OK; Rehabilitate Runway

Quest eBidDoc™ Number: 10202977

Closing Date: Thu, 06/11/2026 02:00 PM CDT **Posting Type:** Construction Project **Owner Name:** City of Muskogee **Solicitor Name:** Olsson, Inc. (Joplin, MO) **Contact:** Sheri Bartek **Phone:** 402-458-5969 **Email:** sbartek@olsson.com

Company Name & Address	Contact Name/Email Address	Phone/Fax	Bus. Cert	Bus. Desig	Entry Date	Doc Type	Comments
ConstructConnect 3825 Edwards Rd, Cincinnati, OH-45209	Eric Mills content@constructconnect.com	800-364-2059 866-570-8187		Plan Room	05/16/2026	eBidDoc	
Scodeller Construction Inc 51722 Grand River Avenue, Wixom, MI-48393	Jeff Stover stover@scodeller.com	2483741102 248-374-1109		Subcontractor	05/18/2026	eBidDoc	
ePlan 1400 Forum Blvd Ste 7B, Columbia, MO-65203	Eplan Reporter eplan@eplanbidding.com	5734477130 573-355-5404		Plan Room	05/18/2026	eBidDoc	
Third Generation Electric 8620 S. 33rd West Avenue, Tulsa, OK-74132	Daniel Stefanoff april@tgetulsa.com	918-446-6626		Subcontractor	05/18/2026	eBidDoc	
APAC-Central, Inc. 2401 S. 6th Street West, Muskogee, OK-74401	Bryan Wimmer bryan.wimmer@apac.com	9188165498		Prime Bidder	05/20/2026	eBidDoc	
Overland Corporation P.O. Box 1947, Ardmore, OK-73402	Micah Tolbert estimator@ovco.com	580-223-8432 580-223-8454		Prime Bidder	05/20/2026	eBidDoc	
TLS Group, Inc. PO BOX 14788, OKLAHOMA CITY, OK-73113	Lawson Miracle estimating@tlsgroupinc.net	405-524-1341 405-423-0623		Subcontractor	05/21/2026	eBidDoc	
Emery Sapp and Sons 5168 N Oak Street, Springdale, AR-72764	William Zuerker william.zuerker@emerysapp.com	(479) 431-7555		Prime Bidder	05/22/2026	eBidDoc	
Paragon Contractors LLC 2108 N. 129th E. Ave., Tulsa, OK-74116	Amanda Moore amanda@theforrestgroup.com	918-582-8800 918-582-8804		Prime Bidder	05/27/2026	eBidDoc	
Custom Pavement Maintenance & Safety LLC 4915 Alma HWY, Van Buren, AR-72957	Julie Becker julie@custompavement.com	479-262-6160		Subcontractor	05/31/2026	eBidDoc	
Ellsworth Construction, LLC 1209 S Frankfort Ave, Tulsa, OK-74120	Tim Sullivan tulsabids@ellsworthinc.com	918-446-1500		Prime Bidder	06/01/2026	eBidDoc	
Proline West Inc 604 SE 8th St, Loveland, CO-80537	Tom Mcleod info@prolinewest.com	19705936789 970-776-9859		Subcontractor	06/08/2026	eBidDoc	
Hi-Lite Airfield Services, LLC 20128 NYS Route 12F, Watertown, NY-13601	Sarah Anzalone sarah.anzalone@hi-lite.com	3155836111 3155835807		Subcontractor	06/09/2026	eBidDoc	
Central Contractors Inc 2140 Old Shawnee Rd, Muskogee, OK-74403	Tim Higgins tim@centralcontractorsok.com	918-351-1404		Prime Bidder	06/09/2026	eBidDoc	
QuestCDN Internal Client Success Acct. 1325 Best Practice Way, Quest, MN-545345	ClientSuccess rpinegar@questcdn.com	952-278-3345		NOT BIDDING	06/09/2026	eBidDoc	
Robinson Construction LLC PO Box 807, Poteau, OK-74953	Chad Robinson estimating@robinsonconstruction.org	918-649-0023		Construction Manager	06/10/2026	eBidDoc	
Rossco Construction, Inc. 3500 N. York St., Muskogee, OK-74403	Brady Ross shari@rossconllc.com	918-681-1166 918-683-1266		Prime Bidder	06/10/2026	eBidDoc	

Public Works Committee **17.**

Meeting Date: 07/13/2026

Submitted For: Tyler Evans, Emergency Management/Airport

Initiator: Kelly Bolding, Deputy Emergency Management Director

Department: Emergency Management/Airport

Staff Information Source:

Information

AGENDA ITEM TITLE:

Consider approval to authorize the City Manager, or his designee to execute the FAA Grant Application in the amount of $1,150,000.00 and, if awarded, accept the grant offer for the Construct 3-Bay Box Hangar Project located at the Muskogee-Davis Regional Airport, FAA AIP Project Number 3-40-0062-020-2026, or take other necessary action. (Tyler Evans)

BACKGROUND:

This project is for the construction of 3 box hangars at Muskogee-Davis Regional Airport. The total cost of the project is $2,355,000.00. This includes the project administration, engineering, and construction phases. The eligible Federal share for this project is $1,150.000.00. The Oklahoma Department of Aerospace and Aeronautics share is $942,000.00 (40%). The City of Muskogee's share is the remaining $263,000.00.

RECOMMENDED ACTION:

Approve application and receipt of grant.

Fiscal Impact

Attachments

FAA Grant App

U.S. Department of Transportation
Federal Aviation Administration

PROJECT COST SUMMARY ~ *AS-BID* (BASE BID + ADDITIVE ALTERNATE NO. 1)

Muskogee-Davis Regional Airport (MKO)
3-40-0062-020-2026 - CONSTRUCT HANGAR
6/29/2026

PROJECT ITEMS	Total Costs	Ineligible	AIP Eligible
ADMINISTRATION:			
1. Newspaper Ad	$ 800.00	$	$ **800.00**
2. Shipping and Mailing	$ 600.00	$	$ **600.00**
3. Independent Estimates	$ 6,000.00	$	$ **6,000.00**
4. Legal Expenses	$ 500.00	$	$ **500.00**
5. Approved Misc.Expenses	$ 1,306.81	$	$ **1,306.81**
ENGINEERING			
1. Design Phase	$ 158,300.00	$	$ **158,300.00**
2. Geotech	$ 13,577.00	$	$ **13,577.00**
3. Bidding	$ 13,500.00	$	$ **13,500.00**
4. Construction	$ 145,300.00	$	$ **145,300.00**
5. Close Out	$ 12,200.00	$	$ **12,200.00**
FORCE ACCOUNT *(Prior FAA Approval Required)*			
1. Design	$ 0.00	$	$ **0.00**
2. Construction Observation	$ 0.00	$	$ **0.00**
3. Construction Development	$ 0.00	$	$ **0.00**
CONSTRUCTION			
Contractor			
1. Base Bid Construction Costs	$ 1,398,913.51	$	$ **1,398,913.51**
2. Alternate Bid Construction Costs	$ 604,002.68	$	$ **604,002.68**
3. Change Orders	$ 0.00	$	$ **0.00**
4. Final Quantity Adjustment	$ 0.00	$	$ **0.00**
5. Liquidated Damages	$ 0.00	$	$ **0.00**
TOTALS	$ 2,355,000.00	$	$ **2,355,000.00**

AIP FEDERAL SHARE (BIL FY 23 - FY 26)	$ **1,150,000.00**
ODAA SHARE (40%)	$ **942,000.00**
SPONSOR SHARE	$ **263,000.00**

This form shows typical information required of a final project cost summary. Sponsors and Consultants may modify this form as necessary to better reflect the specific project costs.

OMB Number: 2120-0569
Expiration Date: 12/31/2026

Application for Federal Assistance SF-424

*1. Type of Submission:
- ☐ Preapplication
- ☒ Application
- ☐ Changed/Corrected Application

*2. Type of Application
- ☒ New
- ☐ Continuation
- ☐ Revision

* If Revision, select appropriate letter(s):

* Other (Specify)

*3. Date Received:

4. Applicant Identifier: MKO

5a. Federal Entity Identifier: 3-40-0062-020-2026

*5b. Federal Award Identifier:

State Use Only:

6. Date Received by **State**:

7. **State** Application Identifier:

8. APPLICANT INFORMATION:

*a. Legal Name: City of Muskogee, Oklahoma

*b. Employer/Taxpayer Identification Number (EIN/TIN): 73-6005340

*c. UEI: VR2NNSXENHU3

d. Address:

*Street 1: 229 W. Okmulgee Ave

Street 2:

*City: Muskogee

County/Parish:

*State: Province: OK

*Country: USA: United States

*Zip / Postal Code 74401

e. Organizational Unit:

Department Name: City Manager

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

*First Name: Kendal

Middle Name:

*Last Name: Francis

Suffix:

Title: City Manager

Organizational Affiliation:

*Telephone Number: 918-684-6602

Fax Number:

*Email: citymanager@muskogeeonline.org

Application for Federal Assistance SF-424

***9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Pick an applicant type

Type of Applicant 3: Select Applicant Type:

Pick an applicant type

*Other (Specify)

***10. Name of Federal Agency:**

Federal Aviation Administration

***11. Catalog of Federal Domestic Assistance Number**:

CFDA No: CFDA Title:

20.117 Airport Infrastructure Grants (AIG)

***12. Funding Opportunity Number**:

3-40-0062-020-2026

*Title:

Construct 3-Bay Box Hangar with Approach

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

***15. Descriptive Title of Applicant's Project**:

Construct 3-Bay Box Hangar with Approach will involve construction of box hangars and approach pavement to be utilized for storage of aircraft and will provide electrical, sewer, gas, and water services.

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424

16. Congressional Districts Of:

*a. Applicant: OK002 *b. Program/Project: OK002

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

*a. Start Date: 10/01/2026 *b. End Date: 12/31/2027

18. Estimated Funding ($):

*a. Federal	$ 1,150,000
*b. Applicant	$ 263,000
*c. State	$ 942,000
*d. Local	$ 0
*e. Other	$ 0
*f. Program Income	$ 0
*g. TOTAL	$ 2,355,000

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on _____ .

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☒ c. Program is not covered by E.O. 12372.

***20. Is the Applicant Delinquent On Any Federal Debt?**

☐ Yes ☒ No

If "Yes", explain:

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: _____ *First Name: Kendal

Middle Name: _____

*Last Name: Francis

Suffix: _____

*Title: City Manager

*Telephone Number: 918-682-6602 Fax Number:

* Email: citymanager@muskogeeonline.org

*Signature of Authorized Representative: *Date Signed:

Application for Federal Assistance (Development and Equipment Projects)

PART II – PROJECT APPROVAL INFORMATION

Part II - SECTION A

The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

Item 1.
Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?

☒ Yes ☐ No

Item 2.
Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?

☒ Yes ☐ No ☐ N/A

Item 3.
Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.

☐ Yes ☒ No ☐ N/A

Item 4.
Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).

☐ Yes ☒ No ☐ N/A

Item 5.
Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes.

☐ Yes ☒ No ☐ N/A

☐ The project is included in an *approved* PFC application.

If included in an approved PFC application,

does the application *only* address AIP matching share? ☐ Yes ☐ No

☐ The project is included in another Federal Assistance program. Its CFDA number is below.

Item 6.
Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals?

☐ Yes ☒ No ☐ N/A

If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:

☐ De Minimis rate of 10% as permitted by 2 CFR § 200.414.

☐ Negotiated Rate equal to _____ % as approved by _____ (the Cognizant Agency) on _____ (Date) (2 CFR part 200, appendix VII).

Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.

PART II - SECTION B

Certification Regarding Lobbying

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term “Sponsor” refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Authorized Representative shall complete and submit Standard Form-LLL, ‘‘Disclosure Form to Report Lobbying,’’ in accordance with its instructions.

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

Construct box hangar and approach pavement - no change to compatible usage.

2. Defaults – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

None

3. Possible Disabilities – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

None

4. Consistency with Local Plans – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

Yes

5. Consideration of Local Interest – It has given fair consideration to the interest of communities in or near where the project may be located.

Yes

6. Consultation with Users – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

Yes

7. Public Hearings – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

Public Hearing Not Required

8. Air and Water Quality Standards – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

Agreed as Applicable

PART II – SECTION C (Continued)

9. **Exclusive Rights** – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

None

10. **Land** – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

Yes, project is located on property owned by the airport.

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

N/A

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

N/A

[1] State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL	
1. Assistance Listing Number:	20.117
2. Functional or Other Breakout:	AIP 3-40-0062-020-2026

SECTION B – CALCULATION OF FEDERAL GRANT			
Cost Classification	**Latest Approved Amount (Use only for revisions)**	**Adjustment + or (-) Amount (Use only for revisions)**	**Total Amount Required**
1. Administration expense			$ 9,207
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			185,377
5. Other Architectural engineering fees			
6. Project inspection fees			157,500
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			2,002,916
12. Equipment			
13. Miscellaneous			
14. **Subtotal** (Lines 1 through 13)			$ 2,355,000
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			2,355,000
17. **Less**: Ineligible Exclusions (Section C, line 23 g.)			
18. **Subtotal** (Lines 16 through 17)			$ 2,355,000
19. Federal Share requested of Line 18			1,150,000
20. Grantee share			263,000
21. Other shares			942,000
22. **TOTAL PROJECT** (Lines 19, 20 & 21)			$ 2,355,000

SECTION C – EXCLUSIONS	
23. Classification (Description of non-participating work)	**Amount Ineligible for Participation**
a.	
b.	
c.	
d.	
e.	
f.	
g. **Total**	

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE	
24. Grantee Share – Fund Categories	**Amount**
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	263,000
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. **TOTAL -** Grantee share	$ 263,000
25. Other Shares	**Amount**
a. State	942,000
b. Other	
c. **TOTAL -** Other Shares	$ 942,000
26. TOTAL NON-FEDERAL FINANCING	$ 1,205,000

SECTION E – REMARKS
(Attach sheets if additional space is required)

Sponsor proposes to utilize FY23 thru FY26 IIJA-AIG funds for the federal share.

State share is provided by an ODAA Hangar Grant Program which covers 40% of the project cost.

Remaining cost is covered by local dollars.

PART IV – PROGRAM NARRATIVE

(Suggested Format)

PROJECT: 3-40-0062-020-2026 - Construct 3-Bay Box Hangar with Approach

AIRPORT: Muskogee-Davis Regional Airport (MKO)

1. Objective:

Construct 3-Bay Box Hangar with Approach

2. Benefits Anticipated:

The proposed project will provide aircraft storage space for aviation stakeholders.

3. Approach: (See approved Scope of Work in Final Application)

Survey and design services were completed in May of 2026. Bids will be received in Summer of 2026. Construction will be completed in Fall 2026 or Spring / Summer 2027, pending a successful construction grant award. Construction will be completed in accordance with the plans and specifications.

4. Geographic Location:

Muskogee, Muskogee County, Oklahoma

5. If Applicable, Provide Additional Information:

6. Sponsor's Representative: (include address & telephone number)

Tyler Evans, Airport Manager
1201 Sabre Street, Muskogee, OK 74403
tevans@muskogeeonline.org; Office: 918-684-6234

Construction Project Final Acceptance
Airport Improvement Program Sponsor Certification

Sponsor: City of Muskogee, Oklahoma

Airport: Muskogee-Davis Regional Airport (MKO)

Project Number: 3-40-0062-020-2026

Description of Work: Construct 3-Bay Box Hangar with Approach

Application

49 USC § 47105(d), authorizes the Secretary to require me certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in 2 CFR § 200.343 – Closeout and supplemented by FAA Order 5100.38. The sponsor must determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

Certification Statements

Except for certification statements below marked not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgment and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The personnel engaged in project administration, engineering supervision, project inspection, and acceptance testing were or will be determined to be qualified and competent to perform the work (Grant Assurance).
   ☒ Yes ☐ No ☐ N/A
2. Construction records, including daily logs, were or will be kept by the resident engineer/construction inspector that fully document contractor's performance in complying with:
   a. Technical standards (Advisory Circular (AC) 150/5370-12);
   b. Contract requirements (2 CFR part 200 and FAA Order 5100.38); and
   c. Construction safety and phasing plan measures (AC 150/5370-2).
   ☒ Yes ☐ No ☐ N/A
3. All acceptance tests specified in the project specifications were or will be performed and documented. (AC 150/5370-12).
   ☒ Yes ☐ No ☐ N/A

4. Sponsor has taken or will take appropriate corrective action for any test result outside of allowable tolerances (AC 150/5370-12).

   ☒ Yes ☐ No ☐ N/A

5. Pay reduction factors required by the specifications were applied or will be applied in computing final payments with a summary made available to the FAA (AC 150/5370-10).

   ☒ Yes ☐ No ☐ N/A

6. Sponsor has notified, or will promptly notify the Federal Aviation Administration (FAA) of the following occurrences:

   a. Violations of any federal requirements set forth or included by reference in the contract documents (2 CFR part 200);

   b. Disputes or complaints concerning federal labor standards (29 CFR part 5); and

   c. Violations of or complaints addressing conformance with Equal Employment Opportunity or Disadvantaged Business Enterprise requirements (41 CFR Chapter 60 and 49 CFR part 26).

   ☒ Yes ☐ No ☐ N/A

7. Weekly payroll records and statements of compliance were or will be submitted by the prime contractor and reviewed by the sponsor for conformance with federal labor and civil rights requirements as required by FAA and U.S. Department of Labor (29 CFR Part 5).

   ☒ Yes ☐ No ☐ N/A

8. Payments to the contractor were or will be made in conformance with federal requirements and contract provisions using sponsor internal controls that include:

   a. Retaining source documentation of payments and verifying contractor billing statements against actual performance (2 CFR § 200.302 and FAA Order 5100.38);

   b. Prompt payment of subcontractors for satisfactory performance of work (49 CFR § 26.29);

   c. Release of applicable retainage upon satisfactory performance of work (49 CFR § 26.29); and

   d. Verification that payments to DBEs represent work the DBE performed by carrying out a commercially useful function (49 CFR §26.55).

   ☒ Yes ☐ No ☐ N/A

9. A final project inspection was or will be conducted with representatives of the sponsor and the contractor present that ensure:

   a. Physical completion of project work in conformance with approved plans and specifications (Order 5100.38);

   b. Necessary actions to correct punch list items identified during final inspection are complete (Order 5100.38); and

   c. Preparation of a record of final inspection and distribution to parties to the contract (Order 5100.38);

   ☒ Yes ☐ No ☐ N/A

10. The project was or will be accomplished without material deviations, changes, or modifications from approved plans and specifications, except as approved by the FAA (Order 5100.38).

    ☒ Yes ☐ No ☐ N/A

11. The construction of all buildings have complied or will comply with the seismic construction requirements of 49 CFR § 41.120.

    ☒ Yes ☐ No ☐ N/A

12. For development projects, sponsor has taken or will take the following close-out actions:

    a. Submit to the FAA a final test and quality assurance report summarizing acceptance test results, as applicable (Grant Condition);

    b. Complete all environmental requirements as established within the project environmental determination (Oder 5100.38); and

    c. Prepare and retain as-built plans (Order 5100.38).

    ☒ Yes ☐ No ☐ N/A

13. Sponsor has revised or will revise their airport layout plan (ALP) that reflects improvements made and has submitted or will submit an updated ALP to the FAA no later than 90 days from the period of performance end date. (49 USC § 47107 and Order 5100.38).

    ☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with “No” response.

Sponsor’s Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked “no” is correct and complete.

Executed on this day of , .

Name of Sponsor: City of Muskogee, Oklahoma

Name of Sponsor’s Authorized Official: Kendal Francis

Title of Sponsor’s Authorized Official: City Manager

Signature of Sponsor’s Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Drug-Free Workplace
Airport Improvement Program Sponsor Certification

Sponsor: City of Muskogee, Oklahoma

Airport: Muskogee-Davis Regional Airport (MKO)

Project Number: 3-40-0062-020-2026

Description of Work: Construct 3-Bay Box Hangar with Approach

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

   ☒ Yes ☐ No ☐ N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:

   a. The dangers of drug abuse in the workplace;

   b. The sponsor's policy of maintaining a drug-free workplace;

   c. Any available drug counseling, rehabilitation, and employee assistance programs; and

   d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

   ☒ Yes ☐ No ☐ N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).

   ☒ Yes ☐ No ☐ N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:

   a. Abide by the terms of the statement; and

   b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

   ☒ Yes ☐ No ☐ N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).

   ☒ Yes ☐ No ☐ N/A

6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

   a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and

   b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

   ☒ Yes ☐ No ☐ N/A

7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).

   ☒ Yes ☐ No ☐ N/A

Site(s) of performance of work (2 CFR § 182.230):

Location 1
Name of Location: Muskogee-Davis Regional Airport
Address: 1201 Sabre Street; Muskogee, Ok 74403

Location 2 (if applicable)
Name of Location: City of Muskogee City Hall
Address: 229 W. Okmulgee Ave; Muskogee, OK 74401

Location 3 (if applicable)
Name of Location:
Address:

Attach documentation clarifying any above item marked with a “No” response.

Sponsor’s Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked “no” is correct and complete.

Executed on this day of , .

Name of Sponsor: City of Muskogee, Oklahoma

Name of Sponsor’s Authorized Official: Kendal Francis

Title of Sponsor’s Authorized Official: City Manager

Signature of Sponsor’s Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Equipment and Construction Contracts
Airport Improvement Sponsor Certification

Sponsor: City of Muskogee, Oklahoma

Airport: Muskogee-Davis Regional Airport (MKO)

Project Number: 3-40-0062-020-2026

Description of Work: Construct 3-Bay Box Hangar with Approach

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General procurement standards for equipment and construction contracts within Federal grant programs are described in 2 CFR §§ 200.317-200.326. Labor and Civil Rights Standards applicable to the AIP are established by the Department of Labor (www.dol.gov) AIP Grant Assurance C.1—General Federal Requirements identifies all applicable Federal Laws, regulations, executive orders, policies, guidelines and requirements for assistance under the AIP. Sponsors may use state and local procedures provided the procurement conforms to these federal standards.

This certification applies to all equipment and construction projects. Equipment projects may or may not employ laborers and mechanics that qualify the project as a "covered contract" under requirements established by the Department of Labor requirements. Sponsor shall provide appropriate responses to the certification statements that reflect the character of the project regardless of whether the contract is for a construction project or an equipment project.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A written code or standard of conduct is or will be in effect prior to commencement of the project that governs the performance of the sponsor's officers, employees, or agents in soliciting, awarding and administering procurement contracts (2 CFR § 200.318).

   ☒ Yes ☐ No ☐ N/A

2. For all contracts, qualified and competent personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing (Grant Assurance C.17).

   ☒ Yes ☐ No ☐ N/A

3. Sponsors that are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required by Title VI of the Civil Rights Act and 49 CFR Part 26 for Disadvantaged Business Enterprises in all contracts and subcontracts.

   ☒ Yes ☐ No ☐ N/A

4. Sponsors required to have a DBE program on file with the FAA have implemented or will implement monitoring and enforcement measures that:

   a. Ensure work committed to Disadvantaged Business Enterprises at contract award is actually performed by the named DBEs (49 CFR § 26.37(b));

   b. Include written certification that the sponsor has reviewed contract records and has monitored work sites for performance by DBE firms (49 CFR § 26.37(b)); and

   c. Provides for a running tally of payments made to DBE firms and a means for comparing actual attainments (i.e. payments) to original commitments (49 CFR § 26.37(c)).

   ☒ Yes ☐ No ☐ N/A

5. Sponsor procurement actions using the competitive sealed bid method (2 CFR § 200.320(c)). was or will be:

   a. Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors;

   b. Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond;

   c. Publicly opened at a time and place prescribed in the invitation for bids; and

   d. Prepared in a manner that result in a firm fixed price contract award to the lowest responsive and responsible bidder.

   ☒ Yes ☐ No ☐ N/A

6. For projects the Sponsor proposes to use the competitive proposal procurement method (2 CFR § 200.320(d)), Sponsor has requested or will request FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:

   a. Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method;

   b. Plan for publicizing and soliciting an adequate number of qualified sources; and

   c. Listing of evaluation factors along with relative importance of the factors.

   ☒ Yes ☐ No ☐ N/A

7. For construction and equipment installation projects, the bid solicitation includes or will include the current federal wage rate schedule(s) for the appropriate type of work classifications (2 CFR Part 200, Appendix II).

   ☒ Yes ☐ No ☐ N/A

8. Concurrence was or will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances (Order 5100.38D):
    a. Only one qualified person/firm submits a responsive bid;
    b. Award is to be made to other than the lowest responsible bidder; and
    c. Life cycle costing is a factor in selecting the lowest responsive bidder.

    ☒ Yes ☐ No ☐ N/A

9. All construction and equipment installation contracts contain or will contain provisions for:
    a. Access to Records (§ 200.336)
    b. Buy American Preferences (Title 49 U.S.C. § 50101)
    c. Civil Rights - General Provisions and Title VI Assurances(41 CFR part 60)
    d. Federal Fair Labor Standards (29 U.S.C. § 201, et seq)
    e. Occupational Safety and Health Act requirements (20 CFR part 1920)
    f. Seismic Safety – building construction (49 CFR part 41)
    g. State Energy Conservation Requirements - as applicable(2 CFR part 200, Appendix II)
    h. U.S. Trade Restriction (49 CFR part 30)
    i. Veterans Preference (49 USC § 47112(c))

    ☒ Yes ☐ No ☐ N/A

10. All construction and equipment installation contracts exceeding $2,000 contain or will contain the provisions established by:
    a. Davis-Bacon and Related Acts (29 CFR part 5)
    b. Copeland “Anti-Kickback” Act (29 CFR parts 3 and 5)

    ☒ Yes ☐ No ☐ N/A

11. All construction and equipment installation contracts exceeding $3,000 contain or will contain a contract provision that discourages distracted driving (E.O. 13513).

    ☒ Yes ☐ No ☐ N/A

12. All contracts exceeding $10,000 contain or will contain the following provisions as applicable:
    a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity;
    b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8;
    c. Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247; and
    d. Provisions that address termination for cause and termination for convenience (2 CFR Part 200, Appendix II).

    ☒ Yes ☐ No ☐ N/A

13. All contracts and subcontracts exceeding $25,000: Measures are in place or will be in place (e.g. checking the System for Award Management) that ensure contracts and subcontracts are not awarded to individuals or firms suspended, debarred, or excluded from participating in federally assisted projects (2 CFR parts 180 and 1200).

    ☒ Yes ☐ No ☐ N/A

14. Contracts exceeding the simplified acquisition threshold (currently $250,000) include or will include provisions, as applicable, that address the following:

    a. Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100% (2 CFR § 200.325);

    b. Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act (40 USC 3701-3708, Sections 103 and 107);

    c. Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II);

    d. Conditions specifying administrative, contractual and legal remedies for instances where contractor of vendor violate or breach the terms and conditions of the contract (2 CFR §200, Appendix II); and

    e. All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738.

    ☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with “No” response.

Sponsor’s Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked “no” is correct and complete.

Executed on this day of , .

Name of Sponsor: City of Muskogee, Oklahoma

Name of Sponsor’s Authorized Official: Kendal Francis

Title of Sponsor’s Authorized Official: City Manager

Signature of Sponsor’s Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Project Plans and Specifications
Airport Improvement Program Sponsor Certification

Sponsor: City of Muskogee, Oklahoma

Airport: Muskogee-Davis Regional Airport (MKO)

Project Number: 3-40-0062-020-2026

Description of Work: Construct 3-Bay Box Hangar with Approach

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). Labor and civil rights standards applicable to AIP are established by the Department of Labor (www.dol.gov/). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for procurement, design or construction of airports, and installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).

   ☒ Yes ☐ No ☐ N/A

2. Specifications incorporate or will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).

   ☒ Yes ☐ No ☐ N/A

3. The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC § 47107).

   ☒ Yes ☐ No ☐ N/A

4. Development and features that are ineligible or unallowable for AIP funding have been or will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).

   ☒ Yes ☐ No ☐ N/A

5. The specification does not use or will not use “brand name” or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).

   ☒ Yes ☐ No ☐ N/A

6. The specification does not impose or will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).

   ☒ Yes ☐ No ☐ N/A

7. The use of prequalified lists of individuals, firms or products include or will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).

   ☒ Yes ☐ No ☐ N/A

8. Solicitations with bid alternates include or will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).

   ☒ Yes ☐ No ☐ N/A

9. Concurrence was or will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).

   ☐ Yes ☐ No ☒ N/A

10. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).

    ☒ Yes ☐ No ☐ N/A

11. The design of all buildings comply or will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)

    ☒ Yes ☐ No ☐ N/A

12. The project specification include or will include process control and acceptance tests required for the project by as per the applicable standard:

    a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.

       ☒ Yes ☐ No ☐ N/A

b. Snow Removal Equipment as contained in AC 150/5220-20.

☐ Yes ☐ No ☒ N/A

c. Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.

☐ Yes ☐ No ☒ N/A

13. For construction activities within or near aircraft operational areas(AOA):

a. The Sponsor has or will prepare a construction safety and phasing plan (CSPP) conforming to Advisory Circular 150/5370-2.

b. Compliance with CSPP safety provisions has been or will be incorporated into the plans and specifications as a contractor requirement.

c. Sponsor will not initiate work until receiving FAA's concurrence with the CSPP (FAA Order 5100.38, Par. 5-29).

☒ Yes ☐ No ☐ N/A

14. The project was or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design (49 USC §47110(b)(1) and FAA Order 5100.38d, par. 3-100).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this day of , .

Name of Sponsor: City of Muskogee, Oklahoma

Name of Sponsor's Authorized Official: Kendal Francis

Title of Sponsor's Authorized Official: City Manager

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Selection of Consultants
Airport Improvement Program Sponsor Certification

Sponsor: City of Muskogee, Oklahoma

Airport: Muskogee-Davis Regional Airport (MKO)

Project Number: 3-40-0062-020-2026

Description of Work: Construct 3-Bay Box Hangar with Approach

Application
49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Certification Statements
Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).

   ☒ Yes ☐ No ☐ N/A

2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).

   ☒ Yes ☐ No ☐ N/A

3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).

   ☒ Yes ☐ No ☐ N/A

4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).

☒ Yes ☐ No ☐ N/A

5. Sponsor has publicized or will publicize a RFQ that:

   a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and

   b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).

☒ Yes ☐ No ☐ N/A

6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).

☒ Yes ☐ No ☐ N/A

7. Sponsor has verified or will verify that agreements exceeding $25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR §180.300).

☒ Yes ☐ No ☐ N/A

8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:

   a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and

   b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).

☒ Yes ☐ No ☐ N/A

9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).

☒ Yes ☐ No ☐ N/A

10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).

☒ Yes ☐ No ☐ N/A

11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR §200.318(i)).

☒ Yes ☐ No ☐ N/A

12. Sponsor has incorporated or will incorporate mandatory contact provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)

☒ Yes ☐ No ☐ N/A

13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:

    a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));

    b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and

    c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).

    ☒ Yes ☐ No ☐ N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

    ☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this day of , .

Name of Sponsor: City of Muskogee, Oklahoma

Name of Sponsor's Authorized Official: Kendal Francis

Title of Sponsor's Authorized Official: City Manager

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Certification and Disclosure Regarding Potential Conflicts of Interest
Airport Improvement Program Sponsor Certification

Sponsor: City of Muskogee, Oklahoma

Airport: Muskogee-Davis Regional Airport (MKO)

Project Number: 3-40-0062-020-2026

Description of Work: Construct 3-Bay Box Hangar with Approach

Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

a) The employee, officer or agent,

b) Any member of his immediate family,

c) His or her partner, or

d) An organization which employs, or is about to employ, any of the above.

Selecting "Yes" represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting "No" represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If "No" is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor's and sub-recipient's officers, employees, or agents, or by contractors or their agents.

   ☒ Yes ☐ No

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

   ☒ Yes ☐ No

3. The sponsor or sub-recipient certifies that is has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

   ☒ Yes ☐ No

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

Executed on this day of , .

Name of Sponsor: City of Muskogee, Oklahoma

Name of Sponsor's Authorized Official: Kendal Francis

Title of Sponsor's Authorized Official: City Manager

Signature of Sponsor's Authorized Official: _____

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Public Works Committee **18.**

Meeting Date: 07/13/2026

Initiator: Kelly Bolding, Deputy Emergency Management Director

Department: Emergency Management/Airport

Staff Information Source:

Information

AGENDA ITEM TITLE:

Consider approval to authorize the City Manager, or his designee to execute the Oklahoma Department of Aerospace and Aeronautics (ODAA) Grant Application in the amount of $942,000.00, and if awarded, accept the grant offer for the Construct 3-Bay Box Hangar Project located at the Muskogee-Davis Regional Airport, ODAA Project Number MKO-27B-FS, or take other necessary action. (Tyler Evans)

BACKGROUND:

This project is for the construction of 3 box hangars at Muskogee-Davis Regional Airport. The total cost of the project is $2,355,000.00. This includes the project administration, engineering, and construction phases. The eligible Federal share for this project is $1,150.000.00. The Oklahoma Department of Aerospace and Aeronautics share is $942,000.00 (40%). The City of Muskogee's share is the remaining $263,000.00.

This grant application is to the Oklahoma Department of Aerospace and Aeronautics (ODAA) for their 40% share ($942,000.00).

RECOMMENDED ACTION:

Approve application and receipt of grant.

Fiscal Impact

Attachments

ODAA Grant

Oklahoma Department of Aerospace and Aeronautics

STATE GRANT APPLICATION

AIRPORT IMPROVEMENT

Oklahoma Department of Aerospace and Aeronautics
110 N. Robinson Ave., Suite 200
Oklahoma City, Oklahoma 73102
Phone: 405-604-6900

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APPLICATION and AGREEMENT

AIRPORT IMPROVEMENT GRANT

OKLAHOMA DEPARTMENT OF AEROSPACE AND AERONAUTICS

110 N. Robinson Ave., Suite 200

Oklahoma City, OKLAHOMA 73102

State Project #: MKO-27B-FS

Date: 06/29/2026

1. PROJECT INFORMATION

City of Muskogee hereinafter referred to as the (Sponsor) hereby makes application to the Oklahoma Department of Aerospace and Aeronautics (Department) for State Funds for the purpose of aiding in financing a project (hereinafter referred to as Project) for the development of the Airport (hereinafter referred to as Airport) located 7 miles North from the of Muskogee, Muskogee County, Oklahoma.

It is proposed that the Project shall consist of the following
(brief project description required):

Construct 3-Bay Box Hangar with Approach

FUNDING	SPONSOR	STATE (DEPARTMENT)	FEDERAL	TOTAL PROJECT COST
SHARES	$ 263,000.00	$ 942,000.00	$ 1,150,000.00	$ 2,355,000.00
	(11.17%)	(40.0%)	(48.83%)	(100%)

Round Sponsor share up to the nearest dollar and Department share down to the nearest dollar

The above identified project is depicted on the Airport Layout Plan or Sketch (Exhibit A) and major project items listed on the Project Costs page (Exhibit B-2).

Revised December 4, 2025

2. FUNDING

2.1 Projects funded by State Only Grant

For state grants, the maximum level of participation for the Department shall not exceed 95 percent (95%) of "Total Eligible Project Cost." The airport sponsor is required to provide a minimum of 5 percent (5%) of the project funding for the airport sponsor matching share.

Projects funded by Federal and State Grant

For FAA grants for projects identified in the Department's Airport Construction Program, the Department may provide half of the match that is required from the airport sponsor.

For FAA grants for projects identified in the Department's Airport Construction Program, the Department may provide supplemental state grant funding for project items. The maximum level of participation for the Department in such supplemental funding shall not exceed 95 percent (95%). The airport sponsor is required to provide a minimum of 5 percent (5%) of the supplemental project funding for the airport sponsor matching share.

For non-primary entitlement (NPE) grants or special federal earmarks not identified in the Department's Airport Construction Program, the Department will not provide half the match that is required from the airport sponsor. If NPE grant funds are transferred from other airport sponsors to an airport sponsor for a project identified in the Department's Airport Construction Program, the Department may assist with half of any required match from the receiving airport sponsor so long as it will save the Department state funds.

Projects funded by PREP

For funding directed to the Department as a part of the Preserving Rural Economic Prosperity (PREP) program or other similar state program created by the legislature for specifically identified site locations and infrastructure projects within the Oklahoma Airport System the Department may provide funds at a 100 percent (100%) level.

Terminal Building Projects

For terminal building projects, the Department's maximum cost-share level of participation shall be fifty percent (50%) and shall not exceed $1,000,000. The airport sponsor is required to provide a dollar-for-dollar airport sponsor matching share for every dollar the Department provides. Remaining share to complete project could come from any available source.

Hangar Construction Projects

For hangar construction projects, the Department may provide funding via grant or loan.

(A) For state grants the Department's maximum cost-share level of participation shall not exceed forty percent (40%). The airport sponsor is required to provide a minimum 5 percent (5%) for the airport sponsor matching share. Remaining share to complete project could come from any available source.

(B) For state loans the Department's maximum cost-share level of participation shall not exceed seventy percent (70%). The airport sponsor is required to provide a minimum 5 percent (5%) for the airport sponsor matching share. Remaining share to complete project could come from any available source.

Fuel System Construction Projects

For fuel system construction projects, the Department's maximum cost-share level of participation shall be fifty percent (50%) and shall not exceed $500,000 per system type (fixed or mobile) per fuel type. The airport sponsor is required to provide a minimum of 5 percent (5%) for the airport sponsor matching share. Remaining share to complete project could come from any available source.

2.2 The Sponsor shall submit an invoice on a monthly basis to the Department for the Department's share of the project cost as described in Section 2.1. The Department will process payment to the Sponsor for the amount that is justified with required supporting documentation. **The Department will not process any invoices until the Engineering Contract and Amendments, Resident Inspection Contract, and Acceptance Testing Contract (if required) has been submitted. In addition, a Construction Management Program (CMP) is required on all paving construction projects. Department staff reserves the right to request a CMP on other projects. The Department will also not process invoices that do not have the required documentation.** The required documentation consists of the following:

1. ODAA Partial Payment Request Form
2. Copy of the Federal Aviation Administration Invoice Summary (Projects funded by Federal and State Grant)
3. Copies of all vendor invoices.
4. Contractor's Application for Payment (State Form G702 or similarly adapted form)

5. Construction Quantities Report signed by the Engineer-of-record
6. Test invoices for the acceptance tests (8.10.6.3) performed in that period.

2.3 The Department will process payments until 90% of the actual project cost of the Department's share has been reached. The final 10% will not be released until:

1. The final acceptance test summary report (8.10.6.4) has been submitted to the Department.
2. The testing laboratory has submitted all acceptance test reports if requested by the Department.
3. If required by the specifications, a Percentage within specification limits report (8.10.6.5) with supporting computations has been submitted to the Department.
4. Final acceptance and project close-out documents have been submitted to the Department.
5. Copy of the final signed Federal Aviation Administration Outlay Report and Invoice Summary (Projects funded by Federal and State Grant)
6. FAA Grant Closeout Letter (Projects funded by Federal and State Grant)
7. A satisfactory Financial Report has been completed by the Department.

2.4 The Sponsor now has on deposit its share of the funding ($263,000.00) in a designated account, for use in defraying the costs of the project.

2.5 Change Orders

As described in Oklahoma Administrative Code §25:15-1-4(h) and 25:15-1-4(g) the B-2 form lists line-item project costs that cannot be exceeded. During the course of the construction of a project, change orders and/or supplemental agreements may be necessary to increase or decrease bid or line-item amounts and quantities due to unknown or unforeseen circumstances. A change order and/or supplemental agreement shall be sent to the Department along with a request to amend the approved grant's B-2 line-item or bid item.

1. For change orders and/or supplemental agreements that will not increase the Department's overall share for the project the Director may approve such an amendment to the grant application. Change orders and/or supplemental agreements approved by the Director shall be presented to the Commission at its next regular or special business meeting stating the reasons for the change order and/or supplemental agreement with such information as the Commission may require.
2. For change orders and/or supplemental agreements involving a total increase to the Department's overall share for the project not to exceed

Ten Thousand Dollars ($10,000) the Director may approve such an amendment to the grant application. Such change orders and/or supplemental agreements approved by the Director shall be presented to the Commission at its next regular or special business meeting stating the reasons for the change order and/or supplemental agreement with such information as the Commission may require.

3. Change orders and/or supplemental agreements involving a total increase to the Department's overall share for the project in excess of Ten Thousand Dollars ($10,000) must be presented to and approved by the Commission before such an amendment can be made to the grant application.

3. EXHIBIT A, Airport Layout Drawing or Project Sketch

An Airport Layout Drawing (ALD) or sketch showing the area and location of proposed construction or rehabilitation work must be provided by the Sponsor with a construction grant application.

4. EXHIBITS B, B-1, B-2, and B-3

Exhibits are to be filled out by the Sponsor and the Sponsor's Engineer. Exhibits B and B-1 have no specific format. Blank forms for Exhibits B-2 and B-3 are attached. All line items on the Exhibit B-2 are considered to be figures **not to be exceeded**. Any amount expended in excess of each line item will not be considered for payment without a change order or a supplemental agreement approved by the Department. A copy of the bid tabulation signed by the Engineer-of-record must accompany the grant application.

5. EXHIBITS C, C-1, and C-2

Exhibits are to be filled out by the Sponsor or the Sponsor's Engineer. Forms C, C-1, and C-2 are attached.

6. EXHIBIT D, Airport Zoning Regulations

As required by 3 O.S. § 103 each airport shall have airport zoning regulations adopted and enacted in order to regulate and restrict the height of structures or trees and land uses within the airport hazard areas. These airport zoning regulations must be adopted and enacted prior to funding. If the Sponsor has not adopted airport zoning regulations, it shall be part of the next state funded project.

7. EXHIBIT E, Sponsor Deposit Verification

The Sponsor is required to furnish verification to the Department that the Sponsor's funding share has been deposited in a designated account for use in defraying the costs of the project.

8. GRANT ASSURANCES

The grant assurances must remain attached to the agreement and be submitted with, and as a part of, this application and agreement.

In order to furnish the Department the Sponsor's assurances required by the Laws and Regulations, the Sponsor hereby covenants and agrees with the State of Oklahoma as follows:

8.1 TIME LIMITS

The Sponsor agrees that the project for which these funds are requested will be completed **within two years** from the date of grant approval.

8.2 EQUAL RIGHTS

8.2.1 The Sponsor agrees that in its operation of the Airport and all facilities thereon, neither it nor any person or organization occupying space or facilities thereon will discriminate against any person or class of persons by reason of race, sex, color, creed, handicap or national origin in the use of any facility provided for the public on airport property.

8.2.2 The Sponsor will operate the Airport as such for the use and benefit of the public. In furtherance of this covenant (but without limiting its general applicability and effect), the Sponsor specifically agrees that it will keep the Airport open to all types, kinds and classes of users: **Provided**, that the Sponsor may establish such fair, equal, and nondiscriminatory conditions to be met by all users of the Airport as may be necessary for the safe and efficient operation of the Airport: **And Provided Further**, that the Sponsor may prohibit or limit any given type, kind, or class of aeronautical use of the Airport if such action is necessary to serve the civil aviation needs of the public.

8.2.3 In furtherance of this covenant (but without limiting its general applicability and effect), the Sponsor specifically covenants and agrees:

8.2.3.1 That in any agreement, contract, lease or other arrangement under which a right or privilege at the Airport is granted to any person, firm, or corporation to render any service or furnish any parts, materials, or supplies (including the sale thereof) essential to the operation of aircraft at the Airport, the Sponsor will insert and enforce provisions requiring the contractor to:

8.2.3.1.1 furnish good, prompt and efficient service adequate to meet all demands for its service at the Airport; and

8.2.3.1.2 furnish said service on a fair, equal and nondiscriminatory basis to all users thereof, and,

8.2.3.1.3 charge fair, reasonable and nondiscriminatory prices for each unit of sale or service: **Provided** that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar types or price reductions to volume purchasers.

8.2.3.2 That it will not exercise or grant any right or privilege which would operate to prevent any person, firm, or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own employees (including, but not limited to, maintenance and repair) that it may choose to perform.

8.2.3.3 That if the Sponsor exercises any of the rights or privileges set forth in paragraph 8.2.2 of the Equal Rights Section, it will be bound by and adhere to the condition specified for contractors as set forth in sub-paragraph 8.2.3 of the Equal Rights Section.

8.2.3.4 Essential facilities, as listed in 8.5 (including night lighting systems, when installed) will be operated in such manner as to assure their availability to all users of the airport.

8.2.4 Nothing contained herein shall be construed to prohibit the granting or exercise of an exclusive right for the furnishing of non aviation products and supplies or any service of a non aeronautical nature.

8.3 AUTHORITY AND POWER

The Sponsor certifies it has the legal authority and power to:

8.3.1 do all things necessary in order to undertake and carry out the Project in conformity with State and Federal Statutes, Acts, and Regulations;

8.3.2 receive, accept and disburse grants of funds from the State of Oklahoma in aid of the Project, in terms and conditions stated in the Laws, Acts, and Regulations; and

8.3.3 carry out all the provisions of this Application and Agreement.

8.4 RESERVATION OF POWERS

The Sponsor will not enter into any transaction which would operate to deprive it of any of the rights and powers necessary to perform any or all of the covenants made herein. If any arrangement is made for management or operation of the Airport by any agency or person other than the Sponsor or an employee of the Sponsor, the Sponsor will reserve sufficient powers and authority to insure that the Airport will be operated and maintained in accordance with these covenants.

8.5 ESSENTIAL FACILITIES

Essential facilities are considered to be the following: a landing area and an aircraft parking area.

8.6 SPONSOR FUND AVAILABILITY AND MAINTENANCE

It has sufficient funds available for that portion of the project costs which are not to be paid by the Department. It has sufficient funds available to assure operation and maintenance of items funded under the grant agreement which it will own or control.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Department determines may be useful.

8.7 AIRPORT LAYOUT PLAN

The Sponsor of an airport included in the National Plan of Integrated Airport System (NPIAS) will keep up to date at all times an approved, reproducible Airport Layout Plan (ALP), showing: airport boundaries, aviation easements, location, and the nature of all existing and proposed airport facilities, structures (such as runways, taxiways, aprons, terminal buildings, hangars, roads) including all proposed extensions and the location of all existing and proposed non aviation areas. The ALP must be prepared in accordance with FAA Advisory Circular

150/5300-13 (most current edition).

The Sponsor will not make or permit to be made any changes or alterations to the Airport or any of its facilities other than in conformity with the ALP as so approved by the Department and/or the FAA, if such changes or alterations might adversely affect the safety, utility, or efficiency of the Airport.

8.8 PROJECT FINANCIAL REPORT REQUIREMENTS

The Department shall prepare a financial report of income and expenditures of **all project funds (Federal, Department, and Sponsor)**. The final 10% of the actual project cost of state grant funds will not be released until a satisfactory financial report has been prepared by the Department.

Records of expenditures shall be maintained by the Sponsor for not less than three (3) years. Access to these records will be provided at the grantees regular place of business.

8.9 ACKNOWLEDGMENT

The Sponsor assures that no work has been started nor has any work been completed on any of the Project(s) for which funds are requested in this Application and Agreement. The Sponsor further acknowledges that the funds will be used only for the purpose described in this Agreement.

8.10 TERMS AND CONDITIONS

Upon execution by the Sponsor and the Department, the offer and acceptance of this grant shall constitute a grant agreement between the Department and the Sponsor. The Department and the Sponsor shall be bound by all of the terms and conditions of the grant agreement and the grant assurances. The Department and the Federal Aviation Administration (FAA) representatives will have access to the job site and project records at all times. In addition to all other requirements imposed by law or by this agreement, all grants or loans by the Department shall be subject to the following terms and conditions:

8.10.1 The period of the grant or loan agreement shall be twenty (20) years from the date of the Sponsor's acceptance and/or the life of the improvements contemplated under the grant or loan application, whichever is longer.

8.10.2 The airport and/or visual navigational aids shall remain under the Sponsor's control and shall be maintained by the Sponsor in a safe and serviceable condition during the period of this agreement.

8.10.3 The Sponsor assures that all land to be constructed upon is held in clear fee simple title by the Sponsor or is leased from the Federal Government of the United States. The Sponsor assures that, if the land is leased, the lease will be maintained current for a period not less than the life of the agreement. The Sponsor assures that the land, whether leased or held in fee simple, shall be pledged to airport use and shall not be removed in whole or in part from such use without prior written approval from the Department. In addition, airport property as defined in the airport layout plan cannot be transferred by the airport sponsor without the written approval of the Department.

The Sponsor further assures the possession of sufficient land for development, operation and maintenance of the airport or air navigational facility. This requirement shall include the amount of land needed for necessary runways, taxiways, aircraft parking areas and runway protection zones.

8.10.4 Consistent with safety and security requirements, a Sponsor shall make the airport or navigational facility available to all types, kinds and classes of aeronautical use without discrimination between such types, kinds and classes and shall provide adequate public access during the period of this agreement.

8.10.5 The Sponsor shall not grant or permit anyone to exercise an exclusive right for the conduct of any aeronautical activity on or about an airport project landing area. Aeronautical activities include, but are not limited to scheduled airline flights; charter flights, flight instruction; aircraft sales, rental and repair; sale of aviation petroleum products; and aerial application. The landing area consists of runways or landing strips, taxiways, parking aprons, roads, airport lighting, and navigational aids.

8.10.6 The Sponsor shall carry out and complete a project without undue delay and in accordance with the plans and specifications submitted to the Department. The Sponsor shall ensure that the following is provided to the Department:

1. On all paving construction projects, the sponsor shall furnish a Construction Management Program (CMP) to the Department prior to the start of construction which shall detail the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality

control provisions and tests required by the specifications. Department staff reserves the right to request a CMP on other projects. The CMP shall include as a minimum:

a. The name of the person representing the Sponsor who has overall responsibility for contract administration for the Grant and the authority to take necessary actions to comply with the contract.

b. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided.

c. Procedures for determining that testing laboratories meet the requirements of the American Society of Testing and Materials standards on laboratory evaluation referenced in the contract specifications (D 3666, C 1077).

d. Qualifications of engineering, supervision, and construction inspection personnel.

e. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test.

f. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.

2. Weekly Progress Report: The sponsor shall ensure that a weekly progress report is submitted using FAA form 5370-1 to the Department.
3. Acceptance Tests: The Sponsor shall ensure that the acceptance testing laboratory provides a copy of all acceptance tests as and when the results become available.
4. Summary Report: Upon completion of the project, the Sponsor shall provide the Department a final acceptance test summary report. The report shall document the results of all acceptance tests performed and the location of the material tested. The report shall highlight those acceptance tests that were out-of-tolerance and include the pay reductions applied and reasons for accepting any out-of-tolerance material. An interim test and quality control report shall be submitted, if requested by the Department.
5. When the specifications provide for acceptance based on the method of estimating percentage of material within specification limits (PWL), the Sponsor will submit a final report of PWL computations in

accordance with section 110, AC 150/5370-10 (most current version) with the summary report.

6. The Department, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that sponsor test results are inaccurate.

8.10.7 The Sponsor, if requested by the Department, shall submit to the Department annual statements of airport or air navigation facility revenues and expenses.

8.10.8 The Sponsor will comply with the Municipal Airports Act of 1948 (Oklahoma Statutes of 1991, Title 3, Section 65.1 et seq.) and specifically, Sec. 65.12, which requires: “The revenues obtained by a municipality from the ownership, control or operation of any airport or navigation facility, including proceeds from the sale of any airport or portion thereof of air navigation facility property, shall be deposited in a special fund to be designated as the ‘Airport Fund’, which revenues shall be appropriated solely to, and used by the municipality for, the purposes authorized by this act.”

8.10.9 All development of an airport constructed with grant funds shall be consistent with the approved Airport Layout Plan. A reproducible copy of such plan (as specified by the Department) and all subsequent modifications thereto, shall be filed with the Department.

8.10.10 The Sponsor shall comply with the “Public Competitive Bidding Act of 1984" (Oklahoma Statutes of 1991, Title 61, Sec. 101 et seq.), which relates to the execution of certain public agency contracts, etc.

8.10.11 After actual bids on the project are received, a tabulation of all bids on the project must be signed by the Engineer-of-record and must accompany the grant application.

8.10.12 When airport lighting is part of a project, the Sponsor shall operate such lighting from sunset to sunrise either manually or by remote control.

x

8.10.13 The Department shall not be a party to any contract or commitment which a Sponsor may enter into or assume in carry out a project.

8.10.14 It being further understood and agreed that should the Sponsor fail to do

those things herein described and approved and within the time frame prescribed, that said funds shall, without notice, be withdrawn and revert to the Department. It is the Sponsor's responsibility, when delays or problems are encountered, to notify the Department and request from the Department a written time extension and/or deviation.

8.11 LIFE OF THE AGREEMENT

The covenants and assurances shall become effective upon acceptance by the Sponsor of an offer of State aid for the Project or any portion thereof, made by the Department, and shall constitute a part of the Project Agreement thus formed. These covenants and assurances shall remain in full force and effect throughout the useful life of the facilities developed under this Project; but, in any event a minimum of twenty (20) years from the date of said acceptance of this offer of State aid for the Project.

8.12 HANGAR CONSTRUCTION PROJECTS

8.12.1 The Sponsor will ensure any hangars built using Department funds will receive fair market rental rates compared to similar hangar facilities at airports that have similar amenities and capabilities within the region in which that airport is located.

8.12.2 The Sponsor agrees to include in any rental agreement the most up-to-date Federal Aviation Administration hangar use policy and agrees to actively enforce that policy to its full effect.

8.12.3 The Sponsor agrees that any hangar built using Department funds will not be used as a permanent or semi-permanent residence. Hangars may have crew quarters for intermittent overnight stays at the discretion of the Sponsor.

8.12.4 The Sponsor will include in any rental agreement that the aircraft based in a hangar built using Department funds will be in compliance with federal airworthiness requirements and have complied with state aircraft excise tax and aircraft registration requirements.

8.13 FUEL SYSTEM CONSTRUCTION PROJECTS

The airport sponsor understands that fuel systems funded by the Department must be operated by the public airport sponsor and not a third party entity or contractor.

9. SIGNATURE BLOCK

IN WITNESS WHEREOF, the Sponsor has caused this APPLICATION AND ASSURANCES to be duly executed in its name, this _____ day of _____, _____.

SPONSOR'S ACCEPTANCE: (Mayor, City Manager or other designated official)	TRUST, IF REQUIRED:
Signature	Signature
City Manager Kendal Francis Name and Title	Name and Title
229 W Okmulgee Ave Address	Address
Muskogee, OK 74401 City/Town, State, Zip	City/Town, State, Zip

NOTE: APPLICATION MUST BE SIGNED BY MAYOR, CITY MANAGER, OR OTHER DESIGNATED PERSON WHO IS AUTHORIZED TO SIGN CONTRACTS FOR THE SPONSOR. IF THE DAY TO DAY ADMINSTRATION OF THE AIRPORT IS PERFORMED BY A TRUST, THE CHAIRMAN OF THE TRUST MUST ALSO SIGN THE APPLICATION.

DO NOT WRITE BELOW THIS LINE

The work and expenditure of funds in the amount of $_____ were approved in a regular, convened meeting of the Oklahoma Department of Aerospace and Aeronautics on the _____ day of _____, _____. By its approval, the Commission authorized the Director to execute this agreement.

_____

Executive Director
Oklahoma Department of Aerospace and Aeronautics

EXHIBIT A AIRPORT LAYOUT DRAWING OR PROJECT SKETCH

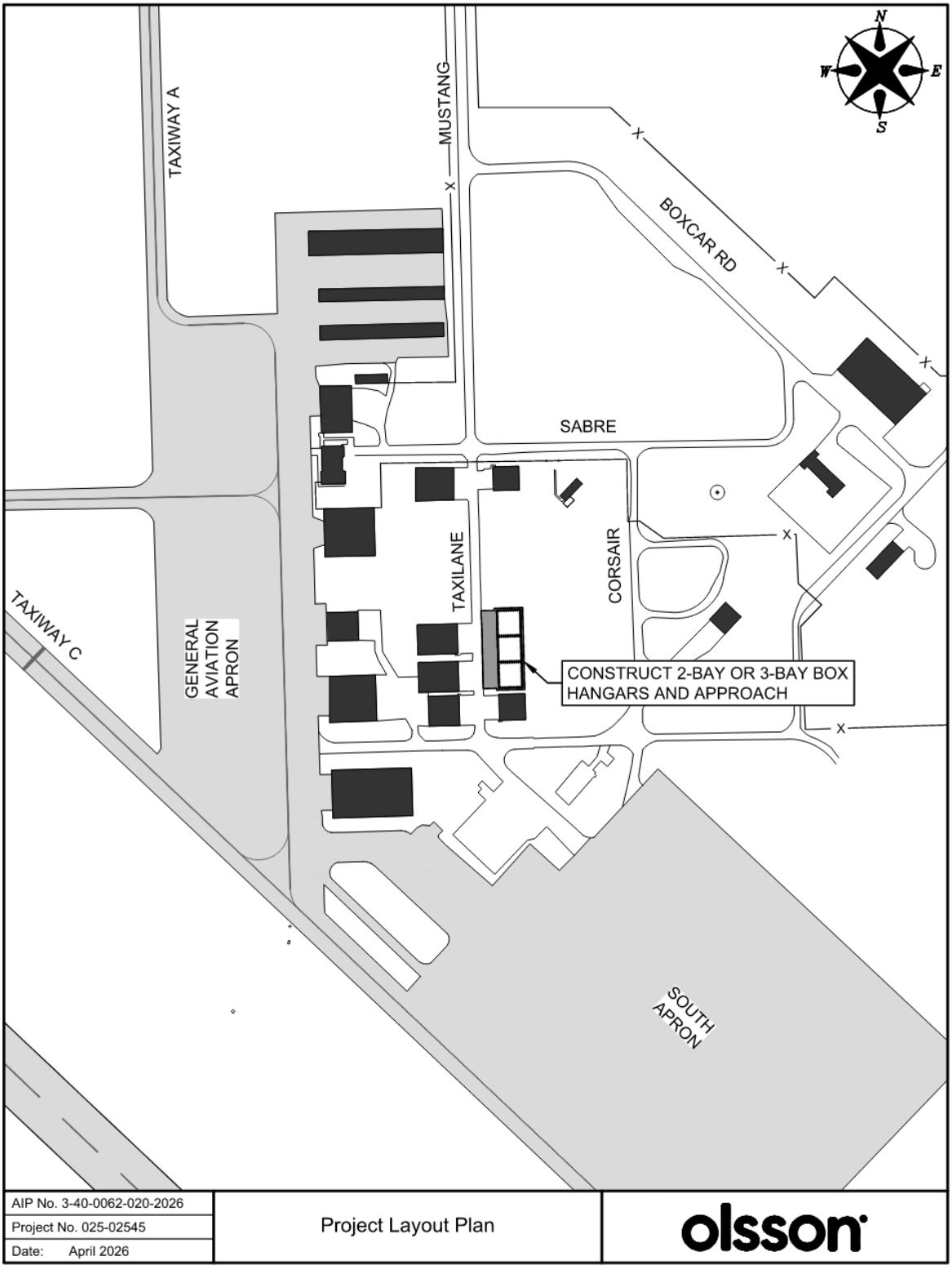


EXHIBIT B PLANS AND SPECIFICATIONS

To be provided as a separate PDF file – Plans and Specifications

EXHIBIT B-1 PROGRAM NARRATIVE

The City of Muskogee, Oklahoma proposes the following improvements to the Muskogee-Davis Regional Airport. A sketch of the proposed improvements can be found in Exhibit A.

This design incorporates the recommendations, information and decisions made as part of the Preliminary Engineer's Report (PER) – Rehabilitate Runway 13/31 prepared for the Oklahoma Department of Aerospace & Aeronautics (ODAA Project No. MKO-22-PER) and dated June 2025.

The primary objective of this project is to construct 2-Bay/3-Bay Box Hangar with Approach

- Construct 130/195 feet by 60 feet 2-Bay/3-Bay Box Hangar to be utilized for storage of aircraft.
- Construct the associated hangar approach.
- Construct 2-hour fire-rated wall.
- Provide electrical, sew, gas, and water services.

EXHIBIT B-2 PROJECT COSTS

AIRPORT: Muskogee-Davis Regional Airport PROJECT #: MKO-27B-FS

CITY: Muskogee DATE: 06/29/2026

PROJECT DESCRIPTION: Construct 2-Bay or 3-Bay Box Hangar with Approach

Item Description	Amount	Ineligible Amount	Remarks
(a) Advertising			
(b) Engineering	$185,377.00		
(c) Grant Admin	$9,206.81		
(d) Testing			
(e) Inspection	$157,500.00		
(f) Construction Admin			
(g) Other:			
(h) Other:			
(i) Other:			
(j) Construction (**attach bid tabs**)			
(k) Base Bid	$1,398,913.51		
(l) Alternate 1 Bid	$604,002.68		
(m) Alternate 2 Bid			
(n) Alternate 3 Bid			
(o) Alternate 4 Bid			
(p) Other:			
(q) **TOTAL ELIGIBLE PROJECT COST**	$2,355,000.00		
(r) Ineligible Costs:			

Sponsor Share	**State Share:**	**Federal Share:**	**Total Project Cost:**
$ 263,000.00	**$ 942,000.00**	**$ 1,150,000.00**	**$ 2,355,000.00**
(11.17%)**	**(40.0%)**	**(48.83%)**	

(For funding share information, see section 2.0 Funding) Note: Sponsor share cannot be lower than 5%

Note: The Department will only participate in costs identified in the contracts

Round Sponsor share up to the nearest dollar and Department share down to the nearest dollar

EXHIBIT B-3 PROJECT ENGINEERING

(Project Engineer to provide the following information)

Here are the costs which would be incurred in providing the engineering data necessary to make an investigation, testing, estimates, prepare plans and specifications, supervise award of contract, prepare contract, stake the work, supervise the work, make final inspection and final contract estimates for:

Muskogee-Davis Regional Airport, Construct 2-Bay/3-Bay Box Hangar with Approach

(Name of Airport and Project)

An outline of the work to be performed is as follows:

Construct a 2-Bay/3-Bay Box Hangar to be utilized for storage of aircraft. Construct the associated hangar approach. Construct 2-hour fire-rated wall. Provide electrical, sewer, gas, and water services.

For Federal Aviation Administration (FAA) funded projects the work will be accomplished in accordance with the FAA Standards for Specifying Construction of Airports (current edition). The work may be accomplished in accordance with the Oklahoma Department of Transportation Standard Specifications (current edition), with prior written approval by FAA.

The engineering fees will not exceed $342,877.00.

Olsson, Inc.

Name of Engineering Firm

Signature of Engineer

EXHIBIT C STATEMENT OF COMPLIANCE

The Sponsor is in compliance with all terms and conditions of any agreement with the State of Oklahoma related to the development, operation or maintenance of an airport owned by the Sponsor.

Signature (Mayor, City Manager or designated Official)	Signature (Mayor, City Manager or designated Official)
City Manager Kendal Francis Name and Title	Name and Title
Date	Date
EIN: 73-6005340; UEI: VR2NNSXENHU3 Sponsor's Federal Identification Number	EIN: 73-6005340; UEI: VR2NNSXENHU3 Sponsor's Federal Identification Number

NOTE: To be signed by same person(s) that signs the Application and Assurances.

EXHIBIT C-1 SUSPENDED/DEBARMENT STATEMENT

The Sponsor hereby specifically agrees that it shall not award the contract for which this grant is given, nor shall bidding documents be given to any contractor which or who is subject to suspension or debarment by the U.S. Department of Transportation or any of its agencies, or the Oklahoma Department of Transportation at the time of the bidding or award of the contract. Violation of this provision shall void this grant.

Signature (Mayor, City Manager or designated Official)	Signature (Mayor, City Manager or designated Official)
City Manager Kendal Francis Name and Title	Name and Title
Date	Date
EIN: 73-6005340; UEI: VR2NNSXENHU3 Sponsor's Federal Identification Number	EIN: 73-6005340; UEI: VR2NNSXENHU3 Sponsor's Federal Identification Number

NOTE: To be signed by same person(s) that signs the Application and Assurances.

EXHIBIT C-2 STATUTORY AFFIDAVIT

STATE OF OKLAHOMA

COUNTY OF MUSKOGEE.

AFFIDAVIT

City Manager Kendal Francis and _____

(Type name) (Type name)

of lawful age, and having been first duly sworn, on oath, states:

1. That (s)he/they is/are the agent authorized by the Sponsor to submit the attached Grant Application to the State of Oklahoma.

2. That the Sponsor has 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 grant.

3. That no person who has been involved in any manner in the development of this grant while employed by the State of Oklahoma shall be employed to fulfill any of the services provided for under this contract.

4. That, to the best of his/her/their knowledge and belief, the Sponsor has not previously submitted a grant request to the Oklahoma Department of Aerospace and Aeronautics or any other agency of the State of Oklahoma which would result in a substantial duplication of the project proposed in the Grant Application and Assurances.

_____ _____

Affiant (Signature of Mayor, City Manager or designated Official)

Affiant (Signature of Trust, if required)

Subscribed and sworn to before me this _____ day of _____, _____.

Seal

_____

Notary Public

My commission expires:_____

NOTE: To be signed by the same person(s) that signs Application and Assurances.

EXHIBIT D AIRPORT ZONING REGULATIONS

Indicate if the city has adopted Airport Zoning Regulations, date it was adopted and if a copy is on file with the Oklahoma Department of Aerospace and Aeronautics.

Yes, Muskogee has adopted Airport Zoning Regulations
ARTICLE 20. – AIRPORT HAZARD ZONING REGULATIONS
Adopted within Ordinance Number 3948-A – September 22, 2014

EXHIBIT E SPONSOR DEPOSIT VERIFICATION

PLEASE READ CAREFULLY

SPONSOR: City of Muskogee DATE: _____

AIRPORT NAME: Muskogee-Davis Regional STATE PROJECT #: MKO-27B-FS

This form provides verification to the Oklahoma Department of Aerospace and Aeronautics that the Sponsor's share has been deposited in a designated account, however it does not have to be a designated airport-only account. The funds will be for use in defraying the costs of the project.

This form must be completed and submitted as part of the grant application to the Oklahoma Department of Aerospace and Aeronautics.

_____ Account Number

_____ Type of Account

Sponsor Financial Representative (Please print)	Sponsor Official (Please print)
Title of Representative (Please print)	Title of Official (Please print)
Signature of Representative	Signature of Official
Address	Address
Phone	Phone

QUESTIONNAIRE

(PLEASE TYPE OR PRINT ANSWERS)

1. City Muskogee Airport Muskogee-Davis Regional Airport

2. Official point of contact for the Sponsor:

   Name Tyler Evans

   Address 1201 Sabre Street, Muskogee, OK 74403

   Telephone Number 918-684-6234

   Official Position Airport Manager

   Email tevans@muskogeeok.gov

3. Sponsor contact that can verify payment information:

   Name Dennis Read

   Address 229 W Okmulgee Ave

   Telephone Number 918-682-6602

   Official Position City Treasurer

   Email dread@muskogeeonline.org

4. State payments should be made to: City of Muskogee

5. Method of performance: Contract and/or Force Account Contract

6. Number of aircraft based at the airport 93

7. Is the Airport operated by a Trust Authority? If yes, provide the name of the Trust Authority and a copy of the Trust Agreement.

   No

8. Is there a Fixed Base Operator(s) on the Airport? If yes:

Name Davis Field Aviation LLC

Address 1200 Sabre Street

Telephone Number 918-682-4101

9. Will financial assistance from a Federal source be required? Yes X No ____

10. Name of your State Senator: Avery Frix

11. Name of your State Representative: Neil Hays

CHECKLIST

When completed, this Checklist becomes a part of the Grant Application and Agreement.

Answer **yes** or **no** on the appropriate lines. Sign the document.

1. Is the Application properly signed and dated Yes
2. Is Exhibit A attached Yes
3. Are Exhibits B and B-1 attached Yes
4. Are Exhibits B-2 and B-3 attached Yes
5. Are Exhibits C, C-1, and C-2 attached Yes
6. Is Exhibit D attached Yes
7. Is Exhibit E attached Yes
8. Have all questions been answered on the Questionnaire Yes
9. Are yearly funds allocated for airport maintenance Yes
10. Have you furnished the names of your Senator and Representative Yes
11. Has any work been started on this project No construction work started
12. If the answer to any of the above questions (except #11) is no, explain below or on an attached sheet of paper.

Checklist completed by:

Name Tyler Evans

Position Airport Manager

Telephone Number 918-684-6234

PROJECT CLOSE-OUT DOCUMENTS

Close-out documents are to be retained by the Sponsor

until the project is completed.

CLOSE OUT REQUIREMENTS

At the completion of a construction project, the following documentation must be provided to the Department before the balance of grant funds (ten percent of the approved grant total) can be released by the Department:

1. **Final Inspection Forms**

   Once a construction project is completed, a final inspection and acceptance of the project are required. The Department must be made aware of the time and place of the final inspection, in writing. Two weeks' notice is preferred. One of the Department's staff must be in attendance. The following three forms are to be submitted to the Department for the final inspection/final acceptance process.

   a. Notice of Final Inspection
   b. Final Inspection Report
   C. Project Acceptance

2. **Project Financial Report**

   A financial report of the project must be prepared by the Department before the balance of funds can be considered for release by the Department. For more information, see the "Project Financial Report Requirements" in section 8.8 of the grant application.

3. **Updated Airport Layout Plan**

   If an update to the Airport Layout Plan (ALP) is identified in Exhibit B-2 of the grant agreement, a copy of the preliminary updated ALP, that is submitted to the FAA for approval, must be received by the Department.

4. **Material Test Results**

   Prior to final acceptance of the project, documentation of materials and construction quality acceptance tests required by project plans and specifications will be provided to the Department by the Sponsor or the Sponsor's Engineer.

NOTICE OF FINAL INSPECTION

Date: _____

Project Number: MKO-27B-FS

Airport: Muskogee-Davis Regional Airport

TO: Oklahoma Department of Aerospace & Aeronautics
110 N. Robinson Ave., Suite 200
Oklahoma City OK 73102
(405) 604-6900 – phone
(405) 604-6919 – fax

FROM: _____
Project Engineer, Mayor, City Manager

_____
Address

_____
City/Town and Zip Code

_____
Area Code and Phone Number

This is to advise you that the above referenced project is complete and ready for final inspection.

The final inspection is scheduled to begin at: _____
(Time)

On: _____ at: _____
(Date) (Location)

Prior to making this request, I have carefully gone over this project and have found there to be no known plan omissions and that the work is complete and in reasonably close conformity with approved plans and specifications.

_____ _____
Signature of above named person Title of above named person

FINAL INSPECTION REPORT

Date: _____ Project No: MKO-27B-FS Airport: Muskogee-Davis

TO: Oklahoma Department of Aerospace & Aeronautics
110 N. Robinson Ave., Suite 200
Oklahoma City OK 73102
(405) 604-6900 – phone
(405) 604-6919 – fax

FROM: _____
Project Engineer, Mayor, City Manager

_____
Address

_____
City/Town and Zip Code

_____
Area Code and Phone Number

Final inspection on the above project was made by _____
(Project Engineer, Mayor, City Manager)

On: _____ at: _____
(Date) (Location)

Personnel attending inspection:

name-title-organization	name-title-organization

The project was found acceptable with the following exceptions: _____

_____

_____

Anticipated completion date for above exceptions: _____.

_____ _____
Signature of above named person Title of above named person

FINAL ACCEPTANCE NOTICE

Date: _____

Project Number: MKO-27B-FS

Airport: Muskogee-Davis Regional Airport

TO: Oklahoma Department of Aerospace & Aeronautics
110 N. Robinson Ave., Suite 200
Oklahoma City OK 73102
(405) 604-6900 – phone
(405) 604-6919 – fax

FROM: _____
Project Engineer, Mayor, City Manager

_____
Address

_____
City/Town and Zip Code

_____
Area Code and Phone Number

This is to advise you that the exceptions found at the final inspection have been completed or corrected. The project is accepted by:

_____ _____
Signature of Sponsor Title

_____ _____
Signature of Engineer of record Title

On: _____ at: _____
(Date) (Location)

NOTE: If no exceptions are found at the Final Inspection, submit this form at the same time the Final Inspection is completed, showing acceptance of the Project.

Public Works Committee **19.**

Meeting Date: 07/13/2026

Submitted For: Tyler Evans, Emergency Management/Airport

Initiator: Kelly Bolding, Deputy Emergency Management Director

Department: Emergency Management/Airport

Staff Information Source:

Information

AGENDA ITEM TITLE:

Consider approval of Master Agreement Work Order No. 2, Amendment No. 1, in an amount not-to-exceed $157,500.00, for the Construct 3-Bay Box Hangar Project, located at the Muskogee-Davis Regional Airport, AIP Project No. 3-40-0062-020-2026, pending completion of an Independent Fee Estimate (IFE), FAA and ODAA concurrence, and receipt of grants, or take other necessary action. (Tyler Evans)

BACKGROUND:

This Amendment amends Work Order #2 which was executed April 23, 2026 in conjunction with the Master Agreement for Professional Services dated June 24, 2025 between the City of Muskogee and Olsson, Inc. providing for professional services for the Construct 3-Bay Box Hangar Project.

Additional services to be provided for this project include construction observation, administration, conferences, full-time on site observation for the first 8 weeks, construction testing, progress and inspection reports, photo logs, monitoring, preparation of FAA forms, walk-through inspection, final inspections, and close-out phases.

This amendment is not to exceed $157,500.00 upon completion of an Independent Fee Estimate (IFE), and pending FAA and ODAA concurrence and successful receipt of grants.

RECOMMENDED ACTION:

Approve Work Order No. 2, Amendment No. 1

Fiscal Impact

Attachments

Airport Master Agreement WO#2 Amendment #1

MASTER AGREEMENT WORK ORDER #2
AMENDMENT #1

This AMENDMENT ("Amendment") hereby amends Work Order #2 which was executed April 23, 2026 in conjunction with the Master Agreement for Professional Services dated June 24, 2025 between the City of Muskogee, Oklahoma ("Client" or "Sponsor") and Olsson, Inc. ("Olsson") providing for professional services for the following Project (the "Agreement"):

PROJECT DESCRIPTION AND LOCATION

Project will be located at: Muskogee-Davis Regional Airport (MKO)

Project Description: Construct 2-Bay or 3-Bay Box Hangar with Approach

Work Order #2 is amended as follows:

SCOPE OF SERVICES

Olsson shall provide the following services (Scope of Services) to Client for the Project:

SEE ATTACHED EXHIBIT B – SCOPE OF SERVICES

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services under the Agreement as follows:

Anticipated Start Date: October 2026
Anticipated Completion Date: December 2027

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

COMPENSATION

Phase 610: Construction Phase
For Phase 610, payment shall be made based on direct salary (including overtime required by law), overhead costs and reimbursable expenses incurred plus a fixed payment of $12,552.11 and sub-contract costs, which are estimated on Exhibit B1 attached and made a part hereto.

The total charges for Phase 610 will not be greater than the "Not-to-Exceed" (NTE) amount of $145,300.00, if 1) the construction work is completed within the construction contract aggregate time allowance; and 2) the scope of work as set forth in Exhibit B is not exceeded. If either of these two events occur, the "Not-to-Exceed" amount may be increased by an amendment to this Agreement.

Payment shall be due monthly for incurred charges and expenses based on detailed invoices. Invoices shall include a pro rata portion of the fixed payment with the final invoice adjusted to include the remaining unpaid balance of the fixed payment.

Exhibits B1, B2 and B3 contain estimated quantities and unit prices. Actual hours, rates, charges, and reimbursable expenses may vary. The labor and general administration overhead percentage is fixed and will not vary, unless revised by an amendment. The overhead percentage is supported by a statement of overhead expenses certified by Olsson's auditor or a governmental auditor. The fixed payment will not change, unless revised by an amendment to this Agreement.

Phase 620: Close-Out Phase
For Phase 620, Client shall pay to Olsson for the performance of the Scope of Services a lump sum of $12,200.00 shown on Exhibit B4. Olsson's reimbursable expenses for this phase are included in the lump sum. Olsson shall submit invoices on a monthly basis, and payment is due within 30 calendar days of invoice date.

TERMS AND CONDITIONS OF SERVICE

All provisions of the original Agreement not specifically amended herein shall remain unchanged.

If this Contract Amendment satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain a copy for your files and return an executed original to Olsson, via email: bcoomes@olsson.com. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.

OLSSON, INC.

By _____
Brian Coomes, PE
Lead Engineer

By _____
Diane Hofer, PE
Technical Expert

By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement. If you accept this Work Order, please sign:

CITY OF MUSKOGEE, OKLAHOMA

By _____
Signature

Print Name _____

Title _____ Dated: _____

Attachments
Exhibit B – Scope of Services
Exhibit B1
Exhibit B2
Exhibit B3
Exhibit B4

EXHIBIT B - SCOPE OF SERVICES

This exhibit is hereby attached to and made a part of the Work Order #2 – Amendment #1 for Professional Services between the City of Muskogee, Oklahoma ("Client" or "Sponsor") and Olsson, Inc. ("Olsson") providing for professional services. Olsson's Scope of Services for the Work Order is indicated below.

PROJECT DESCRIPTION AND LOCATION

Project will be located at: Muskogee-Davis Regional Airport (MKO)

Project Description: Construct 2-Bay or 3-Bay Box Hangar with Approach – Construction and Close out

SCOPE OF SERVICES

Olsson shall provide the following services (Scope of Services) to Client for the Project:

PHASE 610: CONSTRUCTION PHASE (INCLUDES OBSERVATION)
Based on 190 calendar days (Total Construction Contract Time – 190 Calendar Days)
Base Bid: 160 Calendar Days
Additive Alternate No. 1: 30 Calendar Days

a. Project Administration. Provide general consultation and technical assistance to the Sponsor during all construction phases. Coordinate with the Sponsor, ODAA and FAA to provide information on developments and decisions that are made concerning the project. Provide 5 sets of plans and specifications to the Construction Contractor for their use.

b. Prepare and submit Quarterly Performance Reports.

c. Assign a Project Engineer to the project who will periodically perform Construction Observation of the work in progress. It is estimated that the Project Engineer will make 4 site visits: Approximately 1 visit during hangar footings/floor slab, 1 visit prior to the start of base course, 1 visit during of paving operations and 1 visit during hangar erection.

d. Require Construction Contractor to prepare a Notice of Intent for Authorization to Discharge Stormwater Runoff from Construction Activities (NDPES permit) and Storm Water Pollution Prevention Plan (SWPPP).

e. Review shop and erection drawings and all materials data submitted by construction contractors for general compliance with design concepts and Buy American provisions. Olsson's review of such information is not a guarantee of suitability, does not relieve the Contractor of any of its responsibilities and the Contractor shall remain solely responsible and liable for the quality and completion of the Project in compliance with contract documents.

f. Conduct a preconstruction conference per AIP Sponsor Guide No. 1040 *Preconstruction Conference*. Submit a formal report of the conference discussions.

g. Provide horizontal and vertical survey control and staking, as required under the FAA standard specification General Provision 50-07.

h. Upon receipt of FAA and Sponsor authorization, issue the Notice to Proceed to the Construction Contractor. FAA authorization will not be issued until all conditions are met in accordance with AIP Sponsor Guide No. 1050 *Notice to Proceed*.

i. Provide full-time on-site Construction Observation for the first 8 weeks of the project (until foundations, floor slab, and approach paving are completed) and part-time on-site Construction Observation in accordance with AIP Sponsor Guide No. 1030 *Construction Observation* and Guide No. 1070 *Inspections: Development Projects*:

   For the first 8 weeks of full-time observation, the RPR Hours will be consistent to the contractor and subcontractors' time on the site (8 hours per day plus travel to/from site on a weekly basis).

   For the part-time observation for the remainder of the project, the RPR will be on-site approximately 1 day a month for the remaining 20 weeks of project duration (10 hours per day and drive time to site and back)

j. Provide construction testing. See Exhibit B2 for a list of the anticipated tests and services. Estimated quantities of tests were based on the following lot sizes and estimated construction quantities.
   (1) P-152 Aggregate Base Course
      i. Lot size 250 SY per lift.
      ii. Estimated construction quantity 1,500 SY
   (2) P-154 Aggregate Base Course
      i. Lot size 250 SY (two tests per lot)
      ii. Estimated construction quantity 2,250 SY
   (3) P-501 Cement Concrete Pavement
      i. Lot size 900 SY (sublot size approximately 300 SY)
      ii. Estimated construction quantity 876 SY
   (4) P-610 Structural Concrete
      i. One Test per days production
   (5) 033000 Cast in Place Concrete
      i. One test per 100 CY

k. Submit weekly FAA Form 5370-1 "Construction Progress and Inspection Reports" and testing reports to the Sponsor, ODAA and FAA.

l. Provide a weekly photo log with the Construction Reports for each week that the contractor is on-site from the start of construction until substantial completion.

m. Monitor compliance with Davis-Bacon requirements, DBE requirements, and E.E.O requirements per AIP Sponsor Guide No. *Labor Provisions: Development Projects* and Guide No. 1073 Monitoring *Labor and Civil Rights Requirements Development Projects.* Provide Davis-Bacon compliance documentation to Sponsor during the project close-out.

n. Prepare and negotiate construction contract modifications, change orders and supplemental agreements, per AIP Sponsor Guide No. 1080 *Contract Modifications*.

o. Review amounts owed to construction contractors and prepare monthly progress estimate forms certified by construction contractor(s).

p. Prepare FAA Invoice Summary for the DELPHI system.

q. Prepare annual SF-271 and SF-425 forms.

r. Arrange and conduct final walk-through with Sponsor and Construction Contractor. Prepare punch list and monitor completion of punch list items.

s. Arrange and attend final inspection.

t. Provide as-built survey to establish final pay quantities and for preparation of as-built plans. The survey will not be in accordance with FAA Advisory Circular 150/5300-18B.

PHASE 620: CLOSE OUT PHASE

Upon completion of construction, the Consultant agrees to provide the following items, in accordance with FAA/ACE AIP Guide No. 1610 - Development Project Closeout. The Consultant agrees to complete this phase within 90 days of final acceptance. If the Contractor does not provide their documentation (wage rate reports, DBE final utilization, etc.) within this time limit, this will be so noted in the close-out documents.

(1) Sponsor Certification for Final Acceptance – not included; provided in design phase
(2) Final Outlay Report (SF-271)
(3) Final Federal Financial Report (SF-425)
(4) Final Project Cost Summary
(5) Summary of DBE Utilization – Not required due to Interim Final Rule
(6) Final Construction Report, including summary of test results – one printed copy each to Sponsor and 1 electronic copy to FAA
(7) As-built Drawings – include half-sized set in Final Report and provide in pdf format
(8) As-built Airport Layout Plan
(9) 5010 Updates – not required / not included
(10) Airport Chart / Diagram Modifications – not required / not included
(11) Part 139 Sign and Marking Plan updates – not required / not included

Adjustments to Fees and Charges. If additional services are requested by the Sponsor during the course of this Agreement, an amendment will be negotiated to cover the added scope, fees, and charges. If circumstances beyond the control of Olsson require more than 18 months from the date that Olsson executed the Agreement to complete the work specified herein, an amendment to this Agreement will be negotiated to cover the increase in Olsson's standard rates for services yet to be provided. All amendments are subject to the same approvals as this Agreement.

EXHIBIT B1
CONSTRUCTION PHASE SERVICES
Muskogee-Davis Regional Airport 3-40-0062-020-2026
Based on estimated 190 calendar days

1. Direct Salary Costs	Hours	Direct Salary Rate/Hour	Total Costs ($)
Title			
Principal / Team Leader	0.0	$95.99	$0.00
Senior Engineer	48.0	$79.56	$3,818.88
Project Engineer	24.0	$67.70	$1,624.90
Design Manager	0.0	$57.51	$0.00
Associate Engineer	56.0	$47.22	$2,644.10
Assistant Engineer	422.0	$42.64	$17,994.08
Registered Surveyor	4.0	$74.36	$297.44
Senior Technician	54.0	$37.96	$2,049.84
Associate Technician	12.0	$34.84	$418.08
Clerical	47.0	$35.10	$1,649.70
		Total Direct Salary Costs:	$30,497.01

2. Labor and General & Administrative Overhead			
Percentage of Direct Salary Costs*	174.39%		$53,183.74

3. Fixed Fee: 15% of Item 1 & 2			
			$12,552.11

4. Direct Nonsalary Expenses				
Travel - Personal Vehicle	- Miles @	$0.700	$0.00	
Travel - Olsson Vehicle	7,070 Miles @	$0.750	$5,302.50	
Meals (per diem)	51 Days @	$68.00	$3,468.00	
Motel (actual)	32 Days @	$110.00	$3,520.00	
Trimble DA2 System	45 Days @	$45.00	$2,025.00	
Copies, Prints, Shipping			$1,000.00	
Testing - See Exhibit B2			$20,537.50	
			Total Expenses:	$35,853.00

5. Subtotal of Items 1 - 4	$132,085.86
6. Subcontract costs (Ireland Architects - See Exhibit B3)	$13,226.00
7. Not-to-Exceed Total (Items 5 & 6)	$145,311.86
Rounded:	$145,300.00

* For Item 2, the consultant should submit a statement of auditable overhead expenses, certified by the consultant's auditor, the sponsor's auditor, the state's auditor, or a Federal government auditor.

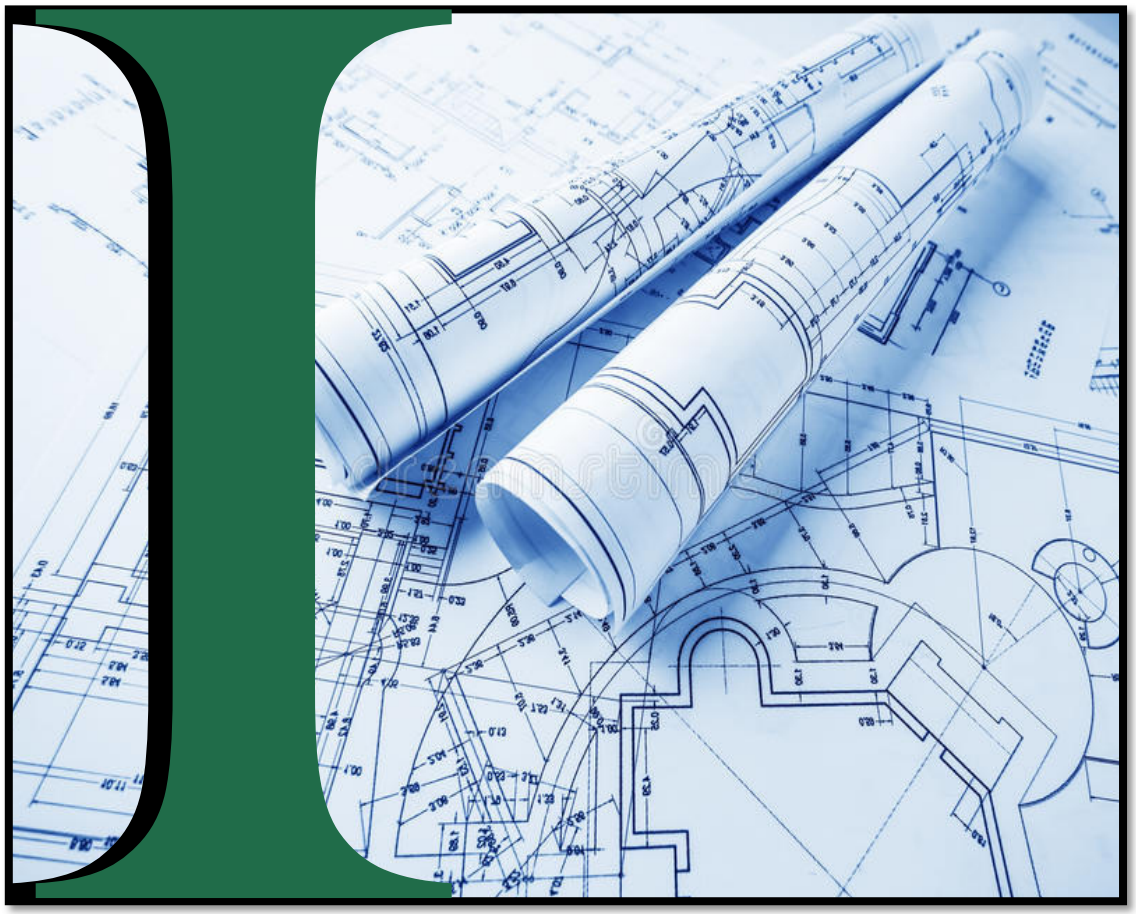
EXHIBIT B2
ESTIMATE OF
CONSTRUCTION TESTING COSTS
MUSKOGEE DAVIS REGIONAL AIRPORT

SERVICE OR TEST	Estimated	Unit	Estimated
Item P-152 Excavation/Embankment			
Moisture/Density Relationship (ASTM D-698)	2	$230.00	$460.00
Moisture/Density Testing	40	$30.00	$1,200.00
Atterberg Limits (ASTM D-2487)	2	$125.00	$250.00
Percent Passing #200 Sieve (ASTM C-117)	2	$85.00	$170.00
Trip Charge	5	$549.50	$2,747.50
Project Manager Review	4	$175.00	$700.00
			$5,527.50
Item P-154 Aggregate Base Course			
Moisture/Density Relationship (ASTM D-698)	2	$230.00	$460.00
Moisture/Density Testing	25	$30.00	$750.00
Washed Sieve Analysis (ASTM C-117 & C-136)	2	$140.00	$280.00
Trip Charge	2	$549.50	$1,099.00
Project Manager Review	2	$175.00	$350.00
			$2,939.00
P-501 Portland Cement Concrete Pavement			
Concrete Test Sets - Cylinders (2-28 & 1-Hold)	4	$85.00	$340.00
Compressive Strength Test (ASTM C-39)	12	$25.00	$300.00
Concrete Length Determination (ASTM C-174)	4	$400.00	$1,600.00
Trip Charge	3	$549.50	$1,648.50
Per Diem	3	$68.00	$204.00
Project Manager Review	4	$175.00	$700.00
			$4,792.50
033000 Cast In Place Concrete			
Concrete Test Sets - Cylinders (2-28 & 1-Hold)	8	$85.00	$680.00
Compressive Strength Test (ASTM C-39)	24	$25.00	$600.00
Trip Charge	4	$549.50	$2,198.00
Per Diem	4	$68.00	$272.00
Project Manager Review	4	$175.00	$700.00
			$4,450.00
P-610 Structural Concrete			
Concrete Test Sets - Cylinders (2-28 & 1-Hold)	3	$85.00	$255.00
Compressive Strength Tests (ASTM C-78)	9	$25.00	$225.00
Trip Charge	3	$549.50	$1,648.50
Project Manager Review	4	$175.00	$700.00
			$2,828.50
		Total Testing Costs:	**$20,537.50**

EXHIBIT B3

IRELAND ARCHITECTS

Making Architecture Personal



PROFESSIONAL ARCHITECTURAL DESIGN FEE PROPOSAL

Muskogee-Davis, OK Hangar Construction Administration Proposal

Muskogee, OK

REVISED June 26, 2026

Construction Administration Architectural Fee Proposal

Ireland Architects. Inc.
Project #26-101
Architectural Construction Administration Proposal

Muskogee-Davis Regional Airport
New Hangar
Muskogee, OK

IRELAND ARCHITECTS

Proposal Includes:

Ireland Architects proposes to provide the Architectural portion only of Construction Administration Services for a new 3-bay hangar in Muskogee, OK with the Scope of Work being described as discussed with Brian Coomes on 6/12/26.

- Olsson Engineering will review the Buy America compliance documentation and lien waivers included with the shop drawing submittals and determine their acceptability prior to forwarding the submittals to us for review. Our review will be limited to compliance with the project's product and specification requirements and will not include Buy America compliance verification.
  - ◊ Our scope includes two reviews of each shop drawing submittal.
  - ◊ Shop drawings we are anticipating to review
    - ⇒ Insulation
    - ⇒ Metal Studs
    - ⇒ Pre-Engineered Metal Building
    - ⇒ Termite Control
    - ⇒ Concrete Floor sealnt
    - ⇒ Liquid applied Weather barrie
    - ⇒ Gypsum Board
    - ⇒ Fire Stopping material
    - ⇒ Doors
    - ⇒ Door Frames
- 1 ~~3~~ site visit
  - ◊ ~~**Metal Building Visit** – Conducted after the building has been erected.~~
  - ◊ **Fire-Rated Wall Observation Visit** – Conducted before finish materials are installed on the fire-rated wall, during construction, to verify that the wall assembly is being constructed in accordance with the approved drawings and specifications.
  - ◊ ~~**Punch List Visit** – Conducted at or near substantial completion to identify remaining deficiencies and incomplete work.~~
- Olsson Engineering will perform all mechanical, electrical, and plumbing (MEP) reviews, including both shop drawing reviews and site observations related to those disciplines. These services are not included in our scope.
- Olsson Engineering will also be responsible for reviewing pay applications, insurance documentation, and other project administration paperwork not specifically identified within our scope of services.
- Attending meetings is not included in this proposal.
- Answering questions from Olsson / General Contractor is included but is limited to 12 hours total.
- Olsson will provide pictures for us to review from every site visit they make.

EXHIBIT B3

Break down of Hours:

LD Curran; CA Manager: 48 hours x $172.00 = $8,256.00

Crystal, Project Architect: 18 hours x $185.00 = $3,330.00

Stephanie, Principal Architect 6 hours x $225.00 = $1,350.00

Mileage included for 1 trip to the site =

400 miles per trip x $0.725 =

$290.00 per trip x 1 trips = $290.00

Construction Administration Fee Proposal: __**$13,226.00**__

Extent of Agreement

This proposal as amended herein represents the preliminary and integrated agreement between Ireland Architects and supersedes all prior negotiations, representations or agreements, either written or oral. The agreement may be supplemented or amended by written instrument by both the client and Ireland Architects.

EXHIBIT B4
CLOSE OUT PHASE SERVICES
Muskogee-Davis Regional Airport 3-40-0062-020-2026

1.	Direct Salary Costs		Hours	Direct Salary Rate/Hour	Total Costs ($)
	Title				
	Principal / Team Leader		0.0	$95.99	$0.00
	Senior Engineer		11.0	$79.56	$875.16
	Project Engineer		0.0	$67.70	$0.00
	Design Manager		0.0	$57.51	$0.00
	Associate Engineer		15.0	$47.22	$708.24
	Assistant Engineer		14.0	$42.64	$596.96
	Registered Surveyor		0.0	$74.36	$0.00
	Senior Technician		44.0	$37.96	$1,670.24
	Associate Technician		0.0	$34.84	$0.00
	Clerical		0.0	$35.10	$0.00
				Total Direct Salary Costs:	$3,850.60
2.	Labor and General & Administrative Overhead				
	Percentage of Direct Salary Costs*		174.39%		$6,715.06
3.	Fixed Fee: 15% of Item 1 & 2				$1,584.85
4.	Direct Nonsalary Expenses				
	Travel - Personal Vehicle	0 Miles @	$0.700	$0.00	
	Travel - Olsson Vehicle	0 Miles @	$0.750	$0.00	
	Meals	0 Days @	$68.00	$0.00	
	Motel	0 Days @	$110.00	$0.00	
	Copies, Prints, Shipping			$0.00	
				Total Expenses:	$0.00
5.	Subtotal of Items 1 - 4				$12,150.51
6.	Subcontract costs				$0.00
7.	Lump Sum Amount (Items 5 & 6)				$12,150.51
				Rounded:	$12,200.00

* For Item 2, the consultant should submit a statement of auditable overhead expenses, certified by the consultant's auditor, the sponsor's auditor, the state's auditor, or a Federal government auditor.

Public Works Committee **20.**

Meeting Date: 07/13/2026

Submitted For: Tyler Evans, Emergency Management/Airport

Initiator: Kelly Bolding, Deputy Emergency Management Director

Department: Emergency Management/Airport

Staff Information Source:

Information

AGENDA ITEM TITLE:

Consider approval of the lowest bid to Koehn Construction Services, LLC, to include both the Base Bid + Additive Alternate No. 1, in the total amount of $2,002,916.19, for the construction phase of the Construct 3-Bay Box Hangar Project, located at the Muskogee-Davis Regional Airport, AIP Project No. 3-40-0062-020-2026, pending FAA and ODAA concurrence and receipt of grants, or take other necessary action. (Tyler Evans)

BACKGROUND:

On June 11, 2026, 2 bids were opened for this project.
Koehn Construction Services, LLC of Tulsa, OK was the low bidder. Their bid amount was 4.8% less than the engineer's opinion of probable cost. Their bid amount for the Base Bid plus Additive Alternate No. 1 was 6.8% less than the engineer's opinion of probable construction cost.

Koehn Construction Services, LLC has completed multiple pre-engineered metal building projects and municipal projects. They recently completed a box hangar project at Bartelsville Municipal Airport.

Some minor irregularities were submitted in the bid packet and all irregularities have been acknowledged by Koehn and they have reaffirmed the submitted bid price.

If awarded, the contract to Koehn Construction Services, LLC will result in significant cost savings for this project when compared to the next lowest bidder.

RECOMMENDED ACTION:

Approve lowest bid to Koehn Construction Services, LLC.

Fiscal Impact

Attachments

Contract for Airport 3-Bay Hangar

June 16, 2026

Mr. Tyler Evans, Airport Manager
Muskogee-Davis Regional Airport | City of Muskogee
P.O. Box 1927
Muskogee, OK 74402

RE: Muskogee-Davis Regional Airport (MKO)
Construct 2-Bay or 3-Bay Box Hangar With Approach
Muskogee, Oklahoma
AIP Project No. 3-40-0062-020-2026
Olsson Project No. 025-02545
Evaluation of Bids / Recommendation of Contract Award

Mr. Evans,

On June 11, 2026, 2 bids were opened for this project. The bidders and their bid amounts are listed below and on the attached bid tabulation. Errors in calculation are noted on the bid tabulation. Olsson calculated the total bid amounts shown by multiplying the unit prices and estimated quantities, then totaling the results.

	Koehn Construction Services, LLC Tulsa, OK	W.L. McNatt & Company Oklahoma City, OK	Engineer's Opinion of Probable Cost
Base Bid	$1,398,913.51	1,650,000.52	$1,470,000.00
Additive Alternate No. 1	$604,002.68	$656,227.00	$680,000.00
Total Base Bid + Additive Alternate No. 1	$2,002,916.19	$2,306,227.52	$2,150,000.00

At the time of the bid opening, Koehn Construction Services, LLC of Tulsa, OK was the apparent low bidder. Their bid amount for the Base Bid was 4.8% less than the engineer's opinion of probable cost. Their bid amount for the Base Bid plus Additive Alternate No. 1 was 6.8% less than the engineer's opinion of probable construction cost. The two bids received were within $160,000 of the engineer's opinion of probable cost, indicating consistent understanding and pricing among the bidders.

However, upon closer evaluation, it was discovered that Koehn Construction Services, LLC's bid proposal had multiple minor irregularities. Upon discovering the irregularities, Olsson reached out to Koehn Construction Services, LLC to ask for clarification. In response, Koehn Construction Services, LLC provided a letter clarifying each irregularity. Their letter is attached to this packet for further information. A discussion of each irregularity is as follows:

Item 1: A new bid proposal form was issued with Addendum No 2 to make corrections to the notated units of Bid Item 15 from "EA" to "LF" and to correct a typo in the name of Bid Item 119. The actual number of units did not change for either of these bid items or any of the bid items

throughout the proposal. Koehn Construction acknowledged all of Addenda 1, 2, and 3 in their bid proposal. However, they filled out their bid amounts on the outdated original proposal form. This irregularity did not affect their total price, but it is noted as an irregularity. Koehn acknowledged this and reaffirmed their acknowledgement of Addendum No 2 in the attached letter. Therefore, this irregularity did not impact the value or outcome of their bid proposal.

Item 2: Koehn Construction Services, LLC failed to provide a unit cost for Bid Item 113: 5" Concrete Sidewalk Pavement. The General Provisions require that a unit price be submitted for each pay item. Unit prices cannot be adjusted after bids are received. Therefore, in order to resolve this discrepancy, it is proposed to insert a unit price of $0 into Bid Item 113 for this item. Koehn Construction Services addressed this and proposed a unit price of $0.00 dollars for Bid Item 113 in the attached letter. Therefore, this irregularity is acknowledged by the bidder and does not increase the cost of the bid price as presented.

Item 3: Koehn Construction Services, LLC inserted a Lump Sum Unit Price of $118.11 for Bid Item 114: Water Service for the Additional 3rd Bay, but they indicated a total cost of $4,251.06. This is not considered a bid irregularity, as this type of discrepancy is common during similar bid evaluations. The Instructions to Bidders page IB-5 – Consideration of Proposals (GP 30-01), addresses this directly by stating: *"Where an extension of a unit price is found to be incorrect, the stated unit price and correct extension will govern."* Therefore, the correct extension of $118.11 will govern for this Lump Sum Unit Price. Koehn Construction Services acknowledges this in the attached letter.

Item 4: Koehn Construction Services, LLC did not complete the Muskogee Additional Proposal Form – Project Superintendent and Supervision Roster as part of their bid. This required form was included in their bid proposal, but it was left blank. In visiting with Koehn Construction, they indicated that they left this blank because ordering a pre-engineered metal building is a long-lead item which will delay the start of their construction until 2027 (which is expected). As such, they intended to update the superintendent and supervision roster based on their actual staffing situation at that time, as they have multiple personnel for this type of project within their company. This is a reasonable response, under the circumstances, and therefore this irregularity does not impact the value or outcome of their bid proposal.

These proposal irregularities, among others, are addressed in the Instructions to Bidders, page IB-3, Irregular Proposals (GP 20-09). Items a, c, and d specifically apply to this situation. A quotation of this section is provided below, for reference:

> ***"Irregular Proposals (GP 20-09).***
> *Proposals shall be considered irregular for the following reasons:*
> - ***a. If the proposal is on a form other than that furnished by the Owner or Owner's representative, or if the Owner's form is altered, or if any part of the proposal form is detached.***
> - *b. If there are unauthorized additions, conditional or alternate pay items or irregularities of any kind that make the proposal incomplete, indefinite, or otherwise ambiguous.*
> - ***c. If the proposal does not contain a unit price for each pay item listed in the proposal, except in the case of alternate pay items, for which the Bidder is not required to furnish a unit price.***
> - ***d. If the proposal contains unit prices that are obviously unbalanced.***
> - *e. If the proposal is not accompanied by the bid guarantee specified herein.*
> - *f. If the applicable Disadvantaged Business Enterprise information is incomplete.*

> ***The Owner reserves the right to reject any irregular proposal and the right to waive technicalities, informalities, or irregularities, if such waiver is in the best interest of the Owner and conforms to local laws and ordinances pertaining to the letting of construction contracts."***

GP 20-09 specifically states the Owner reserves the right to waive technicalities, informalities, or irregularities, if such wavier is in the best interest of the Owner and conforms to the local laws and ordinances pertaining to the letting of construction contracts.

As such, Koehn Construction Services, LLC of Tulsa, OK was the low bidder. Upon evaluation, Olsson considers Koehn Construction Services, LLC pricing as bid to be reasonable. The bid proposal of Koehn Construction Services, LLC contains multiple minor irregularities as discussed above, but these do not impact the price, value, or outcome of their bid proposal. The City of Muskogee should evaluate whether their local requirements allow for award of this proposal in lieu of the irregularities noted above. A discussion of the remaining bid evaluation items is following.

Both contractors provided a 5% bid bond as a bid guaranty in accordance with the contract documents.

Both contractors met the Bidder Qualification requirements listed in the Notice to Bidders, page NTB-5 (GP 20-02).

Both bidders acknowledged Addenda No 1, No 2, and No 3 on their bid proposal.

Both bidders are committed to a minimum of 0.0% DBE utilization, which meets the contract goal of 0.0%.

Both bidders Buy American Certification indicated compliance with a Type 3 waiver being requested. Olsson will assist the contractor in completing the Buy American waiver request forms for FAA and Sponsor review and approval. There are no initial concerns by Olsson that either bidder would be unable to comply with the Type 3 waiver.

Both bidders were not found on the Debarred Prime or Subcontractors List, found at: www.sam.gov

A list of subcontractors was filled out and included within both bidders' bid proposals submitted.

The City of Muskogee requires additional proposal forms to be completed including:

a. Business Relationship Affidavit
b. Equal Opportunity Employment
c. Non-Collusion Affidavit
d. Project Superintendent & Supervision Roster
e. Certification of Non-Discrimination
f. Certificate of Non-Segregated Facilities

Koehn Construction Services, LLC did not complete Project Superintendent & Supervision Roster with their bid proposal, as discussed above. W.L. McNatt did complete all additional proposal forms at the time of bidding.

As part of Olsson's follow-up evaluation of the low bidder, Olsson requested information regarding the low bidder's similar experience. Koehn Construction Services, LLC has completed multiple pre-engineered metal building projects and municipal projects. Koehn Construction Services, LLC recently completed a box hangar project at Bartlesville Municipal Airport. Additional information from the low bidder regarding previous projects is attached to this evaluation letter. They are qualified for the work associated with this project.

Olsson believes the irregularities associated with Koehn Construction Services, LLC's bid proposal to be minor in nature and not impacting the overall price, value, or outcome of their bid proposal. Koehn Construction Services, LLC has provided additional documentation providing resolution to the irregularities found in their bid. The City of Muskogee reserves the right to waive technicalities, informalities, or irregularities, if such waiver is in the best interest of the City per GP 20-09 noted above. The city should evaluate if local laws and ordinances allow for such waiver. If able, award of the contract to Koehn Construction Services, LLC of Tulsa, OK will result in significant cost savings for this project when compared to the next lowest bidder.

It is our recommendation that the City of Muskogee evaluate the bid proposals as discussed above and award the highest Base + Additive Alternate option within the available funding to what is determined as the lowest responsive contractor, contingent upon FAA and ODAA concurrence.

The following items are enclosed:

1. Bid tabulation with engineer's opinion of probable cost
2. Both bidder's complete proposal form, which includes:
    a. Buy American Certification Form (As included in Bids)
    b. Buy American Waiver Request Form (To be finalized)
    c. DBE Utilization Statement
    d. City of Muskogee – Additional Proposal Forms
3. Plan Holders List
4. Koehn Construction Services, LLC Bid Irregularities Resolution Documentation
5. Koehn Construction Services, LLC Project Superintendent & Supervision Roster
6. Koehn Construction Services, LLC Relevant Project Experience

Please advise when the contract documents can be issued.

Sincerely,

Brian Coomes

Brian Coomes, P.E.
Project Engineer

cc: Ronson Fox (FAA), Sylvestre Traore (FAA), Jeff Kindschuh (ODAA)

BID TABULATION

Bid Opening Date: 06/11/2026

Muskogee-Davis Regional Airport (MKO), Muskogee, Oklahoma

Construct 2-Bay or 3-Bay Box Hangar with Approach

AIP Project No. 3-40-0062-020-2026

Olsson Project No. 025-02545

CONTRACTOR					Koehn Construction Services, LLC Tulsa, Oklahoma		W.L. McNatt & Company Oklahoma City, Oklahoma		Engineer's Estimate	
Item No.	**Spec**	**ITEM**	**QTY.**	**UNIT**	**Unit Price**	**Extension**	**Unit Price**	**Extension**	**Unit Price**	**Extension**
BASE BID										
1	C-100	Contractor Quality Control Program (CQCP)	1	LS	$2,874.34	$2,874.34	$1,100.00	$1,100.00	$20,000.00	$20,000.00
2	C-102	Temporary Seeding	1	LS	$2,138.57	$2,138.57	$700.00	$700.00	$3,000.00	$3,000.00
3	C-102	Installation and Removal of Wattle Barrier	245	LF	$13.01	$3,187.45	$31.00	$7,595.00	$8.00	$1,960.00
4	C-102	Preparation of SWPPP & Obtaining NOI	1	LS	$3,020.42	$3,020.42	$2,800.00	$2,800.00	$5,000.00	$5,000.00
5	C-105	Mobilization [N.T.E. 10%]	1	LS	$122,316.82	$122,316.82	$96,487.00	$96,487.00	$128,165.00	$128,165.00
6	P-101	Removal of 48" RCP	22	LF	$190.20	$4,184.40	$332.00	$7,304.00	$100.00	$2,200.00
7	P-101	Removal of Pipe (Size and Material Unknown)	300	LF	$5.44	$1,632.00	$55.35	$16,605.00	$50.00	$15,000.00
8	P-101	Asphalt Pavement Removal	23	SY	$64.35	$1,480.05	$388.00	$8,924.00	$50.00	$1,150.00
9	P-152	Unclassified Excavation [Established Quantity]	1,076	CY	$17.20	$18,507.20	$13.79	$14,838.04	$17.50	$18,830.00
10	P-152	Borrow Embankment (Contractor Furnished) [Established Quantity]	1,144	CY	$80.42	$92,000.48	$46.17	$52,818.48	$45.00	$51,480.00
11	P-154	6" Aggregate Base Course	592	SY	$34.55	$20,453.60	$18.00	$10,656.00	$25.00	$14,800.00
12	P-501	Concrete Mix Design	1	LS	$5,748.69	$5,748.69	$3,000.00	$3,000.00	$25,000.00	$25,000.00
13	P-501	6" Concrete Pavement	583	SY	$110.41	$64,369.03	$102.00	$59,466.00	$125.00	$72,875.00
14	D-701	12" Corrugated Metal Pipe (CMP) with Flared End Sections	9	LF	$96.52	$868.68	$100.00	$900.00	$30.00	$270.00
15	D-701	12" Dual Wall High Density Polyethylene Pipe (HDPE)	259	LF	$31.85	$8,249.15	$194.00	$50,246.00	$75.00	$19,425.00
16	D-701	48" Class III Reinforced Concrete Pipe (RCP)	16	LF	$323.29	$5,172.64	$1,000.00	$16,000.00	$250.00	$4,000.00
17	D-702	Slotted Drain	130	LF	$212.25	$27,592.50	$304.00	$39,520.00	$250.00	$32,500.00
18	D-751	72" X 72" Junction Box	1	EA	$12,303.38	$12,303.38	$53,136.00	$53,136.00	$10,000.00	$10,000.00
19	D-751	12" Inlet - Single Grate (Manufactured Plastic Drain Basin)	3	EA	$2,126.24	$6,378.72	$7,473.00	$22,419.00	$5,000.00	$15,000.00
20	T-901	Seeding	1	LS	$1,609.63	$1,609.63	$6,600.00	$6,600.00	$3,000.00	$3,000.00
21	T-908	Mulching	1	LS	$5,173.82	$5,173.82	$6,600.00	$6,600.00	$3,000.00	$3,000.00
22	Olsson-100	Construction Layout and Stakes	1	LS	$9,398.16	$9,398.16	$9,200.00	$9,200.00	$10,000.00	$10,000.00
23	Olsson-101	Temporary Safety and Phasing Procedures	1	LS	$8,764.85	$8,764.85	$13,741.00	$13,741.00	$15,000.00	$15,000.00
24	033000	5" Concrete Sidewalk Pavement	151	SY	$114.71	$17,321.21	$91.00	$13,741.00	$95.00	$14,345.00
25	Sheet C600 Sheets GM001 To M601	Water System 2-Bay Hangar; Including, but not limited to, new service lines to Hangar including floor stub-ups, piping, valves, and spigots. Item includes 2 separate / individual services - 1 service per each bay, fully installed, operational, and accepted.	1	LS	$30,288.94	$30,288.94	$52,500.00	$52,500.00	$15,000.00	$15,000.00
26	Sheet C600 Sheets GE001 To E701	Electrical System 2-Bay Hangar; Including, but not limited to, connection to electrical service provider, new conduit to the Hangar, building meter socket and meters (separate services for each bay), electrical distribution panels, interior and exterior lighting, exit signs, in-floor ground rods, power outlets, and miscellaneous appurtenances per plans and specifications. Item includes 2 separate / individual services - 1 service per each bay, fully installed, operational, and accepted.	1	LS	$157,973.90	$157,973.90	$130,626.00	$130,626.00	$120,000.00	$120,000.00
27	Sheet C600 Sheets GM001 To M601	Gas System / Heating System 2-Bay Hangar; Including, but not limited to, all site piping and meters for initiation and installation of new Gas Services with the Utility Company (separate services per bay), furnishing and installation of all equipment and appurtenances within the building for a fully operational heating system. Item includes 2 separate / individual services - 1 service per each bay, fully installed, operational, and accepted.	1	LS	$40,240.80	$40,240.80	$64,600.00	$64,600.00	$44,000.00	$44,000.00

BID TABULATION

Bid Opening Date: 06/11/2026

Muskogee-Davis Regional Airport (MKO), Muskogee, Oklahoma

Construct 2-Bay or 3-Bay Box Hangar with Approach

AIP Project No. 3-40-0062-020-2026

Olsson Project No. 025-02545

CONTRACTOR					Koehn Construction Services, LLC Tulsa, Oklahoma		W.L. McNatt & Company Oklahoma City, Oklahoma		Engineer's Estimate	
Item No.	**Spec**	**ITEM**	**QTY.**	**UNIT**	**Unit Price**	**Extension**	**Unit Price**	**Extension**	**Unit Price**	**Extension**
28	Sheet C600 Sheets GM001 To M601	Sanitary System 2-Bay Hangar: Including, but not limited to, connections to sanitary main, new service lines to the Hangar, floor drain sump and connections, floor cleanouts and rough-ins, piping, and ventilation piping. Item includes 2 separate / individual services - 1 service per each bay, fully installed, operational, and accepted.	1	LS	$11,350.48	$11,350.48	$27,100.00	$27,100.00	$30,000.00	$30,000.00
29	Sheets S000 To S200 Section P-154 Section 033000 Section 079200	2-Bay Box Hangar Foundation and Slab; Including, but not limited to, Concrete Footings, 6" Reinforced Concrete Slab, 6" Aggregate Base Course, 15 Mil Vapor Barrier, Power Trowel Smooth Finish, Jointing and Joint Sealant, Floor Finish, and Structural Exterior Stoops for Walk Doors.	1	LS	$185,244.22	$185,244.22	$209,000.00	$209,000.00	$175,000.00	$175,000.00
30	Sheets A001 to A701	2-Bay Box Hangar Building; Including, but not limited to, Pre-Engineered Metal Building, 2 Bi-Fold Doors (60'x0" X 18'x0" Clear Opening), exterior walk doors, and miscellaneous appurtenances per plans and specifications.	1	LS	$529,069.38	$529,069.38	$651,778.00	$651,778.00	$600,000.00	$600,000.00
TOTAL COST: BASE BID						$1,398,913.51		$1,650,000.52		$1,470,000.00
ADDITIVE ALTERNATE NO.1 - ADDITIONAL HANGAR BAY										
101	C-100	Contractor Quality Control Program (CQCP)	1	LS	$587.23	$587.23	$1.00	$1.00	$10,000.00	$10,000.00
102	C-102	Temporary Seeding	1	LS	$1,089.32	$1,089.32	$111.00	$111.00	$2,500.00	$2,500.00
103	C-105	Mobilization [N.T.E. 10%]	1	LS	$45,565.39	$45,565.39	$26,015.00	$26,015.00	$61,195.00	$61,195.00
104	P-101	Asphalt Pavement Removal	13	SY	$65.74	$854.62	$400.00	$5,200.00	$100.00	$1,300.00
105	P-152	Unclassified Excavation [Established Quantity]	594	CY	$17.56	$10,430.64	$15.00	$8,910.00	$17.50	$10,395.00
106	P-152	Borrow Embankment (Contractor Furnished) [Established Quantity]	572	CY	$77.70	$44,444.40	$47.00	$26,884.00	$45.00	$25,740.00
107	P-154	6" Aggregate Base Course	368	SY	$35.26	$12,975.68	$18.00	$6,624.00	$25.00	$9,200.00
108	P-501	6" Concrete Pavement	293	SY	$112.85	$33,065.05	$96.00	$28,128.00	$125.00	$36,625.00
109	D-702	Slotted Drain	66	LF	$217.21	$14,335.86	$416.00	$27,456.00	$250.00	$16,500.00
110	D-754	5" Concrete Flume	75	SY	$113.26	$8,494.50	$128.00	$9,600.00	$75.00	$5,625.00
111	T-901	Seeding	1	LS	$587.23	$587.23	$111.00	$111.00	$2,500.00	$2,500.00
112	T-908	Mulching	1	LS	$293.62	$293.62	$111.00	$111.00	$2,500.00	$2,500.00
113	033000	5" Concrete Sidewalk Pavement	36	SY	$0.00	$0.00	$91.00	$3,276.00	$95.00	$3,420.00
114	Sheet C600.1 Sheets GM001 To M601	Additional Water System for 3rd Hangar Bay; Including, but not limited to, new service lines to Hangar including floor stub-ups, piping, valves, and spigots. Item includes 1 separate / individual services - 1 service per each bay, fully installed, operational, and accepted.	1	LS	$118.11	$118.11	$37,000.00	$37,000.00	$10,500.00	$10,500.00
115	Sheet C600.1 Sheets GE001 To E701	Additional Electrical System for 3rd Hangar Bay; Including, but not limited to, connection to electrical service provider, new conduit to the Hangar, building meter socket and meters (separate service for each bay), electrical distribution panels, interior and exterior lighting, exit signs, in-floor ground rods, power outlets, and miscellaneous appurtenances per plans and specifications. Item includes 1 separate / individual services - 1 service per each bay, fully installed, operational, and accepted.	1	LS	$7,440.46	$7,440.46	$51,600.00	$51,600.00	$60,000.00	$60,000.00

BID TABULATION

Bid Opening Date: 06/11/2026

Muskogee-Davis Regional Airport (MKO), Muskogee, Oklahoma

Construct 2-Bay or 3-Bay Box Hangar with Approach

AIP Project No. 3-40-0062-020-2026

Olsson Project No. 025-02545

CONTRACTOR					Koehn Construction Services, LLC Tulsa, Oklahoma		W.L. McNatt & Company Oklahoma City, Oklahoma		Engineer's Estimate	
Item No.	**Spec**	**ITEM**	**QTY.**	**UNIT**	**Unit Price**	**Extension**	**Unit Price**	**Extension**	**Unit Price**	**Extension**
116	Sheet C600.1 Sheets GM001 To M601	Additional Gas System / Heating System for 3rd Hangar Bay; Including, but not limited to, all site piping and meters for initiation and installation of new Gas Services with the Utility Company (separate services per bay), furnishing and installation of all equipment and appurtenances within the building for a fully operational heating system. Item includes 1 separate / individual services - 1 service per each bay, fully installed, operational, and accepted.	1	LS	$76,222.72	$76,222.72	$19,000.00	$19,000.00	$22,000.00	$22,000.00
117	Sheet C600.1 Sheets GM001 To M601	Additional Sanitary System for 3rd Hangar Bay; Including, but not limited to, connections to sanitary main, new service lines to the Hangar, floor drain sump and connections, floor cleanouts and rough-ins, piping, and ventilation piping. Item includes 1 separate / individual services - 1 service per each bay, fully installed, operational, and accepted.	1	LS	$5,710.91	$5,710.91	$7,100.00	$7,100.00	$15,000.00	$15,000.00
118	Sheets S000 To S200 Section P-154 Section 033000 Section 079200	Additional Foundation and Slab for 3rd Hangar Bay; Including, but not limited to, Concrete Footings, 6" Reinforced Concrete Slab, 6" Aggregate Base Course, 15 Mil Vapor Barrier, Power Trowel Smooth Finish, Jointing and Joint Sealant, Floor Finish, and Structural Exterior Stoops for Walk Doors.	1	LS	$93,076.80	$93,076.80	$89,100.00	$89,100.00	$85,000.00	$85,000.00
119	Sheets A001 to A701 Section 131250 Section 131260	Additional Box Hangar for 3rd Hangar Bay; Including, but not limited to, Pre-Engineered Metal Building, 1 Bi-Fold Door (60'x0" X 18'x0" Clear Opening), exterior walk doors, exterior firewall and miscellaneous appurtenances per plans and specifications.	1	LS	$248,710.14	$248,710.14	$310,000.00	$310,000.00	$300,000.00	$300,000.00
TOTAL COST: ADDITIVE ALTERNATE NO. 1						$604,002.68		$656,227.00		$680,000.00
TOTAL COST: BASE BID + ADDITIVE ALTERNATE NO. 1						$2,002,916.19		$2,306,227.52		$2,150,000.00
DBE Minimum Commitment (Project Goal: 0%)						Yes		Yes		
Bid Guarantee:						Yes		Yes		
Addendum No. 1,2,3:						Yes		Yes		
Remarks:						Discrepancy due to miscalculation. Contractor failed to use new bid form per Addendum No. 2.				

PROPOSAL FORM

ALL PAGES (1-25) OF THIS FORM MUST BE SUBMITTED WHEN BIDDING

CITY OF MUSKOGEE, OKLAHOMA
MUSKOGEE-DAVIS REGIONAL AIRPORT (MKO)
AIP PROJECT NO. 3-40-0062-020-2026

TO: City of Muskogee, Oklahoma (Owner) THE BID OF Koehn Construction Services, LLC (Name of Contractor)

The undersigned hereby proposes to furnish all labor, permits, materials, machinery, tools, supplies, equipment, and appurtenances necessary to faithfully perform all work required for construction of the Project in accordance with the bid documents, specifications, project drawings, and issued addenda within the specified time of performance for the following prices.

Item No.	Spec. No.	Description	Estimated Quantity	Unit	Unit Price	Total Amount
Base Bid						
1	C-100	Contractor Quality Control Program (CQCP)	1	LS	$ 2,874.34	$ 2,874.34
2	C-102	Temporary Seeding	1	LS	$ 2,138.57	$ 2,138.57
3	C-102	Installation and Removal of Wattle Barrier	245	LF	$ 13.01	$ 3,187.45
4	C-102	Preparation of SWPPP & Obtaining NOI	1	LS	$ 3,020.42	$ 3,020.42
5	C-105	Mobilization [N.T.E. 10%]	1	LS	$ 122,316.82	$ 122,316.82
6	P-101	Removal of 48" RCP	22	LF	$ 190.20	$ 4,184.40
7	P-101	Removal of Pipe (Size and Material Unknown)	300	LF	$ 5.44	$ 1,632.00
8	P-101	Asphalt Pavement Removal	23	SY	$ 64.35	$ 1,480.05
9	P-152	Unclassified Excavation [Established Quantity]	1076	CY	$ 17.20	$ 18,507.20
10	P-152	Borrow Embankment (Contractor Furnished) [Established Quantity]	1144	CY	$ 80.42	$ 92,000.48
11	P-154	6" Aggregate Base Course	592	SY	$ 34.55	$ 20,453.60
12	P-501	Concrete Mix Design	1	LS	$ 5,748.69	$ 5,748.69
13	P-501	6" Concrete Pavement	583	SY	$ 110.41	$ 64,369.03
14	D-701	12" Corrugated Metal Pipe (CMP) with Flared End Sections	9	LF	$ 96.52	$ 868.68
15	D-701	12" Dual Wall High Polyethylene Pipe (HDPE)	259	EA	$ 31.85	$ 8,249.15
16	D-701	48" Class III Reinforced Concrete Pipe (RCP)	16	LF	$ 323.29	$ 5,172.64
17	D-702	Slotted Drain	130	LF	$ 212.25	$ 27,592.50

Item No.	Spec. No.	Description	Estimated Quantity	Unit	Unit Price	Total Amount
18	D-751	72" X 72" Junction Box	1	EA	$ 12,303.38	$ 12,303.38
19	D-751	12" Inlet - Single Grate (Manufactured Plastic Drain Basin)	3	EA	$ 2,126.24	$ 6,378.72
20	T-901	Seeding	1	LS	$ 1,609.63	$ 1,609.63
21	T-908	Mulching	1	LS	$ 5,173.82	$ 5,173.82
22	Olsson-100	Construction Layout and Stakes	1	LS	$ 9,398.16	$ 9,398.16
23	Olsson-101	Temporary Safety and Phasing Procedures	1	LS	$ 8,764.85	$ 8,764.85
24	033000	5" Concrete Sidewalk Pavement	151	SY	$ 114.71	$ 17,321.21
25	Sheet C600 Sheets GM001 To M601	Water System 2-Bay Hangar; Including, but not limited to, new service lines to Hangar including floor stub-ups, piping, valves, and spigots. Item includes 2 separate / individual services - 1 service per each bay, fully installed, operational, and accepted.	1	LS	$ 30,288.94	$ 30,288.94
26	Sheet C600 Sheets GE001 To E701	Electrical System 2-Bay Hangar; Including, but not limited to, connection to electrical service provider, new conduit to the Hangar, building meter socket and meters (separate services for each bay), electrical distribution panels, interior and exterior lighting, exit signs, in-floor ground rods, power outlets, and miscellaneous appurtenances per plans and specifications. Item includes 2 separate / individual services - 1 service per each bay, fully installed, operational, and accepted.	1	LS	$ 157,973.90	$ 157,973.90
27	Sheet C600 Sheets GM001 To M601	Gas System / Heating System 2-Bay Hangar; Including, but not limited to, all site piping and meters for initiation and installation of new Gas Services with the Utility Company (separate services per bay), furnishing and installation of all equipment and appurtenances within the building for a fully operational heating system. Item includes 2 separate / individual services - 1 service per each bay, fully installed, operational, and accepted.	1	LS	$ 40,240.80	$ 40,240.80

Item No.	Spec. No.	Description	Estimated Quantity	Unit	Unit Price	Total Amount
28	Sheet C600 Sheets GM001 To M601	Sanitary System 2-Bay Hangar: Including, but not limited to, connections to sanitary main, new service lines to the Hangar, floor drain sump and connections, floor cleanouts and rough-ins, piping, and ventilation piping. Item includes 2 separate / individual services - 1 service per each bay, fully installed, operational, and accepted.	1	LS	$ 11,350.48	$ 11,350.48
29	Sheets S000 To S200 Section P-154 Section 033000 Section 079200	2-Bay Box Hangar Foundation and Slab; Including, but not limited to, Concrete Footings, 6" Reinforced Concrete Slab, 6" Aggregate Base Course, 15 Mil Vapor Barrier, Power Trowel Smooth Finish, Jointing and Joint Sealant, Floor Finish, and Structural Exterior Stoops for Walk Doors.	1	LS	$ 185,244.22	$ 185,244.22
30	Sheets A001 to A701	2-Bay Box Hangar Building; Including, but not limited to, Pre-Engineered Metal Building, 2 Bi-Fold Doors (60'x0" X 18'x0" Clear Opening), exterior walk doors, and miscellaneous appurtenances per plans and specifications.	1	LS	$ 529,069.38	$ 529,069.38
TOTAL BASE BID ESTIMATED COST					**$** $1,398,913.51	
Additive Alternate No. 1						
101	C-100	Contractor Quality Control Program (CQCP)	1	LS	$ 587.23	$ 587.23
102	C-102	Temporary Seeding	1	LS	$ 1,089.32	$ 1,089.32
103	C-105	Mobilization [N.T.E. 10%]	1	LS	$ 45,565.39	$ 45,565.39
104	P-101	Asphalt Pavement Removal	13	SY	$ 65.74	$ 854.62
105	P-152	Unclassified Excavation [Established Quantity]	594	CY	$ 17.56	$ 10,430.64
106	P-152	Borrow Embankment (Contractor Furnished) [Established Quantity]	572	CY	$ 77.70	$ 44,444.40
107	P-154	6" Aggregate Base Course	368	SY	$ 35.26	$ 12,975.68
108	P-501	6" Concrete Pavement	293	SY	$ 112.85	$ 33,065.05
109	D-702	Slotted Drain	66	LF	$ 217.21	$ 14,335.86
110	D-754	5" Concrete Flume	75	SY	$ 113.26	$ 8,494.50
111	T-901	Seeding	1	LS	$ 587.23	$ 587.23
112	T-908	Mulching	1	LS	$ 293.62	$ 293.62

Item No.	Spec. No.	Description	Estimated Quantity	Unit	Unit Price	Total Amount
113	033000	5" Concrete Sidewalk Pavement	36	SY	$	$
114	Sheet C600.1 Sheets GM001 To M601	Additional Water System for 3rd Hangar Bay; Including, but not limited to, new service lines to Hangar including floor stub-ups, piping, valves, and spigots. Item includes 1 separate / individual services - 1 service per each bay, fully installed, operational, and accepted.	1	LS	$ 118.11	$ 4,251.96
115	Sheet C600.1 Sheets GE001 To E701	Additional Electrical System for 3rd Hangar Bay; Including, but not limited to, connection to electrical service provider, new conduit to the Hangar, building meter socket and meters (separate service for each bay), electrical distribution panels, interior and exterior lighting, exit signs, in-floor ground rods, power outlets, and miscellaneous appurtenances per plans and specifications. Item includes 1 separate / individual services - 1 service per each bay, fully installed, operational, and accepted.	1	LS	$ 7,440.46	$ 7,440.46
116	Sheet C600.1 Sheets GM001 To M601	Additional Gas System / Heating System for 3rd Hangar Bay; Including, but not limited to, all site piping and meters for initiation and installation of new Gas Services with the Utility Company (separate services per bay), furnishing and installation of all equipment and appurtenances within the building for a fully operational heating system. Item includes 1 separate / individual services - 1 service per each bay, fully installed, operational, and accepted.	1	LS	$ 76,222.72	$ 76,222.72
117	Sheet C600.1 Sheets GM001 To M601	Additional Sanitary System for 3rd Hangar Bay; Including, but not limited to, connections to sanitary main, new service lines to the Hangar, floor drain sump and connections, floor cleanouts and rough-ins, piping, and ventilation piping. Item includes 1 separate / individual services - 1 service per each bay, fully installed, operational, and accepted.	1	LS	$ 5,710.91	$ 5,710.91

Item No.	Spec. No.	Description	Estimated Quantity	Unit	Unit Price	Total Amount
118	Sheets S000 To S200 Section P-154 Section 033000 Section 079200	Additional Foundation and Slab for 3rd Hangar Bay; Including, but not limited to, Concrete Footings, 6" Reinforced Concrete Slab, 6" Aggregate Base Course, 15 Mil Vapor Barrier, Power Trowel Smooth Finish, Jointing and Joint Sealant, Floor Finish, and Structural Exterior Stoops for Walk Doors.	1	LS	$ 93,076.80	$ 93,076.80
119	Sheets A001 to A701 Section 131250 Section 131260	Additional Box Hangar for 3rd Hangar Bay; Including, but not limited to, Pre-Engineered Metal Building, 2 Bi-Fold Doors (60'x0" X 18'x0" Clear Opening), exterior walk doors, exterior firewall and miscellaneous appurtenances per plans and specifications.	1	LS	$ 248,710.14	$ 248,710.14
TOTAL BASE BID + ADDITIVE ALTERNATE NO. 1 ESTIMATED COST					**$** $2,012,922.39	

ACKNOWLEDGEMENTS BY BIDDER

a. By submittal of a proposal, the BIDDER acknowledges and accepts that the quantities established by the OWNER are an approximate estimate of the quantities required to fully complete the Project and that the estimated quantities are principally intended to serve as a basis for evaluation of bids. The BIDDER further acknowledges and accepts that payment under this contract will be made only for actual quantities and that quantities will vary in accordance with the General Provisions subsection entitled "Alteration of Work and Quantities".

b. The BIDDER acknowledges and accepts that the bid documents are comprised of the documents identified within the Instructions to Bidders. The BIDDER further acknowledges that each of the individual documents that comprise the bid documents are complementary to one another and together establishes the complete terms, conditions, and obligations of the successful BIDDER.

c. As evidence of good faith in submitting this proposal, the undersigned encloses a bid guaranty in the form of a bid bond or certified check in the amount of 5% of the total amount of the bid. The BIDDER acknowledges and accepts that refusal or failure to accept award and execute a contract within the terms and conditions established herein will result in forfeiture of the bid guaranty to the owner as a liquidated damage.

d. The BIDDER acknowledges and accepts the OWNER'S right to reject any or all bids and to waive any minor informality in any Bid or solicitation procedure.

e. The BIDDER acknowledges and accepts the OWNER'S right to hold all Proposals for purposes of review and evaluation and not issue a notice-of-award for a period not to exceed **90 days** from the stated date for receipt of bids.

f. The undersigned agrees that upon written notice of award of contract, they will execute the contract within fifteen (15) days of the notice-of-award and provide executed payment and performance bonds within fifteen (15) days from the date of contract execution. The undersigned accepts that failure to execute the contract and provide the required bonds within

the stated timeframe shall result in forfeiture of the bid guaranty to the owner as a liquidated damage.

g. Time of Performance: By submittal of this proposal, the BIDDER acknowledges and agrees to commence work within ten (10) calendar days of the date specified in the written Notice to Proceed as issued by the OWNER. The undersigned further agrees to complete the Project within the contract time allowance(s) as specified in the Notice to Bidders from the commencement date specified in the Notice to Proceed.

h. The BIDDER acknowledges and accepts that upon failure to complete each Phase or Element within the respective specified contract time allowance, the Contractor shall pay the non-penal sum prescribed in the Notice to Bidders as a liquidated damage to the OWNER.

i. The BIDDER acknowledges that the OWNER has established a contract Disadvantaged Business Enterprise goal of **0.0%** for this project. The BIDDER acknowledges and accepts the requirement to apply and document good faith efforts, as defined in Appendix A, 49 CFR Part 26, for subcontracting a portion of the prime contract to certified Disadvantaged Business Enterprises (DBE), as defined in 49 CFR Part 26 for purposes of meeting the OWNER'S established goal. The BIDDER, in complying with this requirement, proposes participation by Disadvantaged Business Enterprises as stated on the attached forms, Utilization Statement and Letter of Intent.

j. The BIDDER, by submission of a proposal, acknowledges that award of this contract is subject to the provisions of the Davis Bacon Act. The BIDDER accepts the requirement to pay prevailing wages for each classification and type of worker as established in the attached wage rate determination as issued by the United States Department of Labor. The BIDDER further acknowledges and accepts their requirement to incorporate the provision to pay the established prevailing wages in every subcontract agreement entered into by the Bidder under this project.

k. The undersigned agrees to comply with all current and applicable federal, state, and local rules and regulations governing the safety of men and materials during its operations including observing the requirements of the Occupational Safety and Health Administration (OSHA).

l. The BIDDER acknowledges that this project is subject to the FAA Reauthorization Act of 2024 (Public Law 118-63), Section 936, regarding the Prohibition of Covered Unmanned Aircraft Systems (UAS), and certifies that it will comply with all applicable requirements and restrictions related to the procurement and operation of UAS on this project.

m. The undersigned acknowledges that the project is subject to FAA's current Federal Provisions as provided here-in. The undersigned furthermore hereby certifies that they, and their subcontractors, comply with the Federal Provisions as incorporated herein.

REPRESENTATIONS BY BIDDER

By submittal of a proposal (bid), the BIDDER represents the following:

a. The BIDDER has read and thoroughly examined the bid documents including all authorized addenda.

b. The BIDDER has a complete understanding of the terms and conditions required for the satisfactory performance of project work.

c. The BIDDER has fully informed themselves of the project site, the project site conditions and the surrounding area.

d. The BIDDER has familiarized themselves of the requirements of working on an operating airport and understands the conditions that may in any manner affect cost, progress, or performance of the work

e. The BIDDER has correlated their observations with that of the project documents.

f. The BIDDER has found no errors, conflicts, ambiguities, or omissions in the project documents, except as previously submitted in writing to the owner that would affect cost, progress, or performance of the work.

g. The BIDDER is familiar with all applicable federal, state, and local laws, rules and regulations pertaining to execution of the contract and the project work.

h. The BIDDER has complied with all requirements of these instructions and the associated project documents.

CERTIFICATIONS BY BIDDER

a. The undersigned hereby declares and certifies that the only parties interested in this proposal are named herein and that this proposal is made without collusion with any other person, firm, or corporation. The undersigned further certifies that no member, officer, or agent of OWNER'S has direct or indirect financial interest in this proposal.

b. **Trade Restriction Certification:** (49 CFR Part 30)
By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or

2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or

3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

c. **Certification of Offeror/Bidder Regarding Debarment**
By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

d. **Certification of Lower Tier Contractors Regarding Debarment**
The successful bidder, by administering each lower tier subcontract that exceeds $25,000 as a "covered transaction", must confirm each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally-assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: http://www.sam.gov.
2. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

e. **Certification Regarding Lobbying**
The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation,

renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

f. **Buy American Certification:** (Title 49 U.S.C. Chapter 501)
As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its proposal. The bidder or offeror must indicate how it intends to comply with 49 USC § 50101, BABA and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e., not both) by inserting a checkmark (✓) or the letter "X".

The bidder must complete the attached Buy American certification. If the bidder requests a permissible waiver to the Buy America requirements, the Bidder identified with the apparent low bid must submit a formal waiver request and component cost calculation within the prescribed time identified on the Buy American certification.

g. **Additional Insurance Charge:** If there is an additional charge for the insurance naming the City of Muskogee, Oklahoma and the Engineer as an additional insured, the amount must be shown here. The amount shown will not change the total bid. A blank or inserting a zero will mean the Bidder's insurance company does not charge an extra fee for naming the City of Muskogee, Oklahoma and the Engineer as an additional insured per the Special Provisions.
$ 1,500

h. **DBE Utilization:** The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner. (Please check the appropriate box and if checking the second box, fill in the blank.)

☑ The bidder/offeror is committed to a minimum of **0.0%** DBE utilization on this contract.

☐ ~~The bidder/offeror, while unable to meet the DBE goal of **0.0%**, hereby commits to a minimum of _____% DBE utilization on this contract and also submits documentation, as an attachment, demonstrating good faith efforts (GFE).~~

i. **Certification of Offeror/Bidder Regarding Tax Delinquency and Felony Convictions:** The applicant must complete the following two certifications' statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark in the space following the applicable response. The applicant agrees that if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts. (Please check the appropriate box for Statement No. 1 & Statement No. 2.)

Certification Statement No. 1:

☐ The applicant **represents that it is a** corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

☑ The applicant **represents that it is not a** corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

Certification Statement No. 2:

☐ The applicant **represents that it is a** corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months."

☑ The applicant **represents that it is not a** corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months."

ATTACHMENTS TO THIS BID and ADDITIONAL SUBMITTALS

The following documents are attached to and made a part of this Bid. **Failure to include all items at the bid opening will result in the bid being considered non-responsive.**:

1. Bid Guaranty in the form of bid bond (5%);

2. Buy American Certification Form: Signature and company name required.

3. DBE forms "Utilization Statement", "Letter of Intent" and "DBE Regular Dealer / Distributor Affirmation Form". Note the prime contractor's and the subcontractor's signature on the Letter of Intent is not required to be attached but must be submitted within 2 working days of the bid opening.

4. **City of Muskogee – Additional Proposal Forms**
   a. Business Relationships Affidavit
   b. Equal Opportunity Employment
   c. Non-Collusion Affidavit
   d. Project Superintendent & Supervision Roster
   e. Certification of Non-Discrimination
   f. Certificate of Non-Segregated Facilities

The undersigned agrees to submit the following documents within 2 days of the bid opening. The undersigned agrees that these documents will be made a part of this Bid.

5. Signature from each proposed DBE subcontractor on the previously submitted DBE "Letters of Intent".

6. Evidence of good faith efforts required by 49 CFR Part 26, Appendix A. If proposed DBE goal is met, submittal of evidence of good faith efforts is not required.

The undersigned acknowledges receipt of the following addenda:

Addendum Number 1 dated 5/29/2026
Addendum Number 2 dated 06/04/2026
Addendum Number 3 dated 06/09/2026

Business: Koehn Construction Services, LLC

By: 
(Signature of Authorized Officer)

Brandon Koehn
(Printed Name)

Address: 1420 N 105th E Ave

Title: Sales Manager

City, State, Zip Tulsa, OK 74116

Federal ID No. 47-5021154

Phone 918-221-3600

DBE / Non-DBE Status(1) Non-DBE

Fax N/A

NAICS Code(2) 236220

Email brandon@koehncs.com

Race of Majority Owner(3) Other

Gender of Majority Owner Male

Age of Firm 20+ years

Annual Receipts(4) E

(1) Indicate if the firm is currently certified as a DBE by the state Department of Transportation for the state in the which the project is located.

(2) NAICS is the North American Industry Classification System. Only list the codes for the work that is proposed to be completed by the prime contractor. Information on NAICS can be found at www.census.gov/naics

(3) Use only these race/ethnicity classifications from 49 CFR part 26: Black American; Hispanic American; Native American; Asian Pacific American; Subcontinent Asian American; or Other

(4) Report the gross receipts using the following range of values: A) less than $1 million; B) $1-3 million; C) $3-6 million; D) $6-10 million, or E) more than $10 million.

Certification of Compliance with FAA Buy American Preference Construction Projects

PROJECT NAME:	**Construct 2-Bay Box Hangar or 3-Bay Box Hangar with Approach**
AIRPORT NAME:	**Muskogee-Davis Regional Airport (MKO)**
AIP NUMBER:	**3-40-0062-020-2026**

The Contractor certifies that its bid/offer is in compliance with 49 USC § 50101, BABA and other related Made in America Laws,[1] U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its proposal. The bidder or offeror must indicate how it intends to comply with 49 U.S.C. § 50101, BABA and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e., not both) by inserting a checkmark (✓) or the letter "X".

☐ Bidder or offeror hereby certifies that it will comply with 49 U.S.C. § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:

a) Only installing iron, steel and manufactured products produced in the United States;
b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.
c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

a) To provide to the Airport Sponsor or the FAA evidence that documents the source and origin of the iron, steel, and/or manufactured product.
b) To faithfully comply with providing U.S. domestic products.
c) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
d) Certify that all construction materials used in the project are manufactured in the U.S.

☑ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 U.S.C. § 50101(a) but may qualify for a Type 3 or Type 4 waiver under 49 U.S.C. § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

[1] Per Executive Order 14005 "Made in America Laws" means all statutes, regulations, rules, and Executive Orders relating to federal financial assistance awards or federal procurement, including those that refer to "Buy America" or "Buy American," that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced in the United States, including iron, steel, and manufactured products offered in the United States.

a) To the submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.
b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
d) To furnish U.S. domestic product for any waiver request that the FAA rejects.
e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 2 Waiver (Nonavailability) - The iron, steel, manufactured goods or construction materials or manufactured goods are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire
b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;
c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

Type 3 Waiver – The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the "facility/project." The required documentation for a Type 3 waiver is:

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
b) Listing of all manufactured products that are not comprised of 100 percent U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
d) Percentage of non-domestic component and subcomponent cost as compared to total "facility" component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver (Unreasonable Costs) - Applying this provision for iron, steel, manufactured goods or construction materials would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

a) A completed Content Percentage Worksheet and Final Assembly Questionnaire from
b) At minimum two comparable equal bids and/or offers;
c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;
d) Completed waiver applications for each comparable bid and/or offer.

False Statements: Per 49 U.S.C. § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

06/11/2026 _____
Date Signature

Koehn Construction Services, LLC Sales Manager
Company Name Title

Buy American Waiver Request

Title 49 U.S.C Section 50101 (b)

For Airfield Development Projects funded under the Airport Improvement Program

Type of Waiver Request:

The bidder may request a waiver subject to the provisions of Section 50101(b)(3) or Section 50101(b)(4). The bidder may not request a waiver under Section 50101(b)(1) or Section 50101(b)(2). Bidder is hereby advised that the Owner's approval with the bidder's waiver request is contingent upon FAA approval. The bidder must select one of the following applicable waiver provisions:

☑ Section 50101(b)(3): Bidder hereby requests a waiver to Buy America preferences based upon Section 50101(b)(3) for the equipment identified below. The bidder certifies that 90 % of the cost of components and subcomponents comprising the equipment are produced in the United States and that final assembly occurs within the United States. *(Bidder must attach a copy of the component cost calculation table)*

Equipment: _____

☐ Section 50101(b)(4). Bidder hereby requests a waiver to Buy America preferences based upon Section 50101(b)(4). The bidder asserts provision of domestic material increases the cost of the overall project by more than 25%. *(Note: This type of waiver is very rare)*

Certification Signature

In accordance with Section 50101(b), we request a waiver to the Buy America provisions based on the above certification and attached documentation.

Signature | 6/11/2026 *Date*

Koehn Construction Services, LLC *Bidder's Firm Name* | Sales Manager *Title*

Instructions for Section 50101(b)(3) Waiver:

1. "Equipment" in Section 50101 shall mean the following:
   a) Individual type "L" items (Airfield Lighting Equipment) as listed in FAA Advisory Circular 150/5345-53.
   b) Individual bid items as established within FAA Advisory Circular 150/5370-10. The bid item application may not be applied for the type "L" items listed in AC 150/5345-53.
   c) A waiver request may only address one specific equipment item. Submit separate requests for each equipment item for which a waiver.
   d) Items listed under the Nationwide Waiver do not require further review. Please refer to the following webpage: https://www.faa.gov/airports/aip/buy_american/
   e) Items listed under the Project Specific Buy American Waivers, please refer to the following webpage: https://www.faa.gov/airports/aip/buy_american/
2. The bidder must base the U.S. percentage upon the value that results from completing a component cost calculation table similar to the attached format. Bidder shall avoid mere pro forma efforts to establish the waiver request percentage. The Bidder must submit the component cost calculation table as an attachment to the waiver request.
3. Components/subcomponents are the material and products composing the "equipment".
4. The final assembly of the AIP-funded "equipment" must be within the USA *(Section 50101(b)(3)(B))*. Final assembly is the substantial transformation of the components and subcomponents into the end product.
5. All steel used in the "Equipment" must be produced in the United States.
6. The Buy American requirements apply to all tier contractors and subcontractors. All contractors/subcontractors are required to provide appropriate documentation that indicates origin of manufacturer and percentage of domestic made product.
7. The bidder is hereby advised there is no implied or expressed guarantee that a requested waiver will be issued by the Federal Aviation Administration (FAA). Less than 60% USA component/subcomponent proposed for this facility CANNOT be waived. Products made with foreign steel are not eligible for a waiver.

Instructions for Section 50101(b)(4) Waiver:

1. The 25% cost increase waiver is rarely applicable. Consult Owner before making this request.

North America Free Trade Act (NAFTA)

The NAFTA **does not** apply to the AIP. Products and material made in Canada or Mexico must be considered as foreign made products.

Buy American Project/Product
Content Percentage Calculation – Worksheet

Applicant Information

Date of Application:

Applicant Name:

Applicant Type (choose one):
☐ Prime Contractor ☐ Manufacturer ☐ Supplier

Point of Contact (First and Last Name):

Applicant Business Address:

Email address:

Telephone: Extension:

Project/Product Information

FAA Eligible Project:

Airport Sponsor:

Airport LOCID:

FAA Award Number:

FAA Item Number (FAA Advisory Circular reference, if applicable):

Total Material Cost:

Total **U.S.** Material Content Cost: Percentage: %

Total **Non-U.S.** Material Content Cost: Percentage: %

FAA Buy American Preference (including Buy American Build American) Compliance

Does this project include any iron, steel or any of the following construction materials, not 100% produced in the United States?

☐ Yes ☐ No

If "Yes," indicate the cost and percentage of the project below.

Steel (e.g., structural steel, rebar)	Cost:	Percentage:	%
Iron	Cost:	Percentage:	%
Non-ferrous metals	Cost:	Percentage:	%
Plastic and polymer-based products	Cost:	Percentage:	%
Glass (including optic glass)	Cost:	Percentage:	%
Lumber	Cost:	Percentage:	%
Drywall	Cost:	Percentage:	%

Use of Non-Domestic Construction Materials Justification

Provide a description of your efforts to locate and secure a domestic source for those "construction materials" or final manufactured goods that are not 100% produced in the U.S., including use of the Manufacturing Extension Partnership (MEP) and market research.

– CONFIDENTIAL –

NOT SUBJECT TO DISCLOSURE UNDER EXEMPTION # 4 OF THE FREEDOM OF INFORMATION ACT

Project Material Structure Worksheet

Level (0, 1, 2)	Part Number	Item Description	Quantity	Unit of Measure	Price/Unit of Measure	U.S. Origin Price/Unit of Measure	U.S. Origin Cost (Each)	Non-U.S. Price/Unit of Measure	Non-U.S. Cost (Each)	Country of Non-U.S. Materials
0			1	Each						

– CONFIDENTIAL –

NOT SUBJECT TO DISCLOSURE UNDER EXEMPTION # 4 OF THE FREEDOM OF INFORMATION ACT

Level (0, 1, 2)	Part Number	Item Description	Quantity	Unit of Measure	Price/Unit of Measure	U.S. Origin Price/Unit of Measure	U.S. Origin Cost (Each)	Non-U.S. Price/Unit of Measure	Non-U.S. Cost (Each)	Country of Non-U.S. Materials

– CONFIDENTIAL –

NOT SUBJECT TO DISCLOSURE UNDER EXEMPTION # 4 OF THE FREEDOM OF INFORMATION ACT

Level (0, 1, 2)	Part Number	Item Description	Quantity	Unit of Measure	Price/Unit of Measure	U.S. Origin Price/Unit of Measure	U.S. Origin Cost (Each)	Non-U.S. Price/Unit of Measure	Non-U.S. Cost (Each)	Country of Non-U.S. Materials

– CONFIDENTIAL –

NOT SUBJECT TO DISCLOSURE UNDER EXEMPTION # 4 OF THE FREEDOM OF INFORMATION ACT

Level (0, 1, 2)	Part Number	Item Description	Quantity	Unit of Measure	Price/Unit of Measure	U.S. Origin Price/Unit of Measure	U.S. Origin Cost (Each)	Non-U.S. Price/Unit of Measure	Non-U.S. Cost (Each)	Country of Non-U.S. Materials

– CONFIDENTIAL –

NOT SUBJECT TO DISCLOSURE UNDER EXEMPTION # 4 OF THE FREEDOM OF INFORMATION ACT

Certification

The undersigned certifies that this information is true and accurate to the best of their knowledge. A false certification represents a violation of 18 U.S.C § 1001 and 49 U.S.C § 47126. Signatory has the burden of proof to establish compliance.

Signature: _____ Date: _____

Name: _____

Title: _____

FOR FAA USE ONLY

(Mark the appropriate Waiver Type & Scope)

Applicable FAA Waiver Type

- ☐ Type I Public Interest (HQ Only)
- ☐ Type II Nonavailability (HQ Only)
- ☐ Type III More than 60% and Final Assembly within the U.S.
- ☐ Type IV Unreasonable Cost (Requires MEP/requires HQ coordination)
- ☐ BABA Iron, Steel, or Construction Material (requires justification) (Apply BABA Flag)

Applicable FAA Waiver Scope

- ☐ Project Specific
- ☐ Nationwide – (General Applicability) (For HQ Only)

Justifications

- ☐ Manufacturing Extension Partnership (MEP) Coordinated

FAA Official's Signature:

End of FAA-Use Only Section

UTILIZATION STATEMENT
(DBE Participation Form)
Disadvantaged Business Enterprise

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner. (*Please mark the appropriate box and if checking the second box, fill in the blank.*)

☑ **The bidder/offeror is committed to a minimum of 0.0% DBE utilization on this contract.**

☐ ~~**The bidder/offeror, while unable to meet the DBE goal of 0.0%, hereby commits to a minimum of _____% DBE utilization on this contract and also submits documentation, as an attachment, demonstrating good faith efforts (GFE).**~~

The undersigned hereby further assures that the information included herein is true and correct, and that the DBE firm(s) listed herein have agreed to perform a commercially useful function in the work items noted for each firm. The undersigned further understands that no changes to this statement may be made without prior approval from the Civil Right Staff of the Federal Aviation Administration.

Koehn Construction Services, LLC
Bidder's/Offeror's Firm Name

Signature

6/11/2026
Date

DBE UTILIZATION SUMMARY

	Contract Amount		DBE Amount	Contract Percentage
DBE Prime Contractor	$_____	x 1.00 =	$_____	_____%
DBE Subcontractor	$_____	x 1.00 =	$_____	_____%
DBE Regular Dealer*	$_____	x 0.60 =	$_____	_____%
DBE Distributor*	$_____	x 0.40 =	$_____	_____%
DBE Manufacturer	$_____	x 1.00 =	$_____	_____%
Total Amount DBE			$_____	_____%
DBE Goal**				_____%

* If the materials or supplies are purchased from a DBE distributor that neither maintains sufficient inventory nor uses its own distribution equipment for the products in question, count 40 percent of the cost of materials or supplies (including transportation costs). as defined in § 26.55(e)(2)(iv)(A), (B), and (C) and (e)(3). **The "DBE Regular Dealer / Distributor Affirmation Form" must be completed to make this determination.**

** If the total proposed DBE participation is less than the established DBE goal, Bidder must provide written documentation of the good faith efforts as required by 49 CFR Part 26.

LETTER OF INTENT
Disadvantaged Business Enterprise
(This page shall be submitted for each DBE firm)

Bidder/Offer Name:_____

Authorized Representative:_____

Phone:_____ Email:_____

DBE Firm: DBE Firm:_____

Authorized Representative:_____

Phone:_____ Email:_____

DBE Certifying Agency: _____ Expiration Date:_____

Each DBE Firm shall submit evidence (such as a photocopy) of their certification status.

Classification: ☐ Prime Contractor ☐ Subcontractor ☐ Manufacturer
☐ Regular Dealer* ☐ Distributor* ☐ Broker*

* The "DBE Regular Dealer / Distributor Affirmation Form" must be completed to make this determination.

Work item(s) to be performed by DBE	Description of Work Item	NAICS Code	Quantity	Total

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The total expected dollar value of this work is DBE contract amount: $_____.

The bidder/offeror understands that if it is awarded the contract/agreement resulting from this procurement, it **must enter into a subcontract with the DBE firm identified above** that is representative of the type and amount of work listed. Bidder/offeror understands that upon submitting this form with its bid/offer, it may not substitute or terminate the DBE listed above without following the procedures of 49 CFR Part 26, §26.53.

_____ Date: _____
Signature of Bidder/Offeror's Authorized Representative

The above-named DBE firm affirms that it is ready, willing, and able to perform the amount and type of work as described above, and is properly certified to be counted for DBE participation, therefore.

.

_____ Date: _____
Signature of Bidder/Offeror's Authorized Representative

In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

OMB Control #2105-0586 (Exp. 5/31/2027)

U.S. Department of Transportation

DBE Regular Dealer/Distributor Affirmation Form

Bidder Name:

Contract Name/Number:

Sections 26.53(c)(1) of Title 49 Code of Federal Regulations requires recipients to make a preliminary counting determination for each DBE listed as a regular dealer or distributor to assess its eligibility for 60 or 40 percent credit, respectively, of the cost of materials and supplies based on its demonstrated capacity and intent to perform as a regular dealer or distributor, as defined in section 26.55(e)(2)(iv)(A),(B),(C), and (3) under the contract at issue. The regulation requires the recipient's preliminary determination to be made based on the DBE's written responses to relevant questions and its affirmation that its subsequent performance of a commercially useful function will be consistent with the preliminary counting of such participation. The U.S. Department of Transportation is providing this form as a tool for recipients, prime contractors, regular dealers, and distributors to use to carry out their respective responsibilities under this regulation. The form may be used by each DBE supplier whose participation is submitted by a bidder for regular dealer or distributor credit on a federally-assisted contract with a DBE participation goal. The form may also be used by prime contractors in connection with DBE regular dealer or distributor participation submitted after a contract has been awarded provided such participation is subject to the recipient's prior evaluation and approval. If this form is used, it should be accompanied by the bidder's commitment, contract, or purchase order showing the materials the DBE regular dealer or distributor is supplying. Use of this tool is not mandatory. If a recipient chooses a different method for complying with Section 26.53(c)(1), it must include that method in its DBE Program Plan.

DBE Name:

Total Subcontract/Purchase Order Amount:

Authorized DBE Representative (Name and Title):

NAICS Code(s) Related to the Items to be Sold/Leased:

1. Will **all** items sold or leased be provided from the on-hand inventory at your establishment? ☐ YES ☐ NO

(If "YES," you have indicated that your performance will satisfy the regular dealer requirements and may be counted at 60%. STOP here. Read and sign the affirmation below. If "NO" Continue.)

a) Are you selling bulk items (e.g., petroleum products, steel, concrete, concrete products, sand, gravel, asphalt, etc.) or items not typically stocked due to their unique characterisics (aka specialty items)?

☐ YES ☐ NO **(If "YES," Go to Question 2. If "NO" Continue.)**

b) Will at least 51% of the items you are selling be provided from the inventory maintained at your establishment, and will the minor quantities of items delivered from and by other sources be of the general character as those provided from your inventory?

☐ YES ☐ NO* **(If "YES," you have indicated that your performance will satisfy the regular dealer requirements and may be counted at 60%. STOP here. Read and sign the affirmation below.**

***If 1., 1.a), and 1. b) above are "NO," your performance on the whole will not satisfy the regular dealer requirements; therefore, only the value of items to be sold or leased from inventory can be counted at 60%. (Go to Question 3. to determine if the items delivered from and by other sources are eligible for Distributor credit.)**

2. Will you deliver all bulk or specialty items using distribution equipment you own (or under a long-term lease) and operate?

☐ YES ☐ NO[1]

(If "YES," you have indicated that your performance will satisfy the requirements for a regular dealer of bulk items and may be counted at 60%. STOP here. Read and sign the affirmation below.)

[1] If "NO," your performance will not satisfy the requirements for a regular dealer of bulk items; the value of items to be sold or leased cannot be counted at 60%. (Go to Question 3.)

3. Will the written terms of your purchase order or bill of lading from a third party transfer responsibility, including risk for loss or damage, to your company at the point of origin (e.g. a manufacture's facility)? ☐ YES[2] ☐ NO[3]

a) Will you be using sources **other than** the manufacturer (or other seller) to deliver or arrange delivery of the items sold or leased ? ☐ YES[2] ☐ NO[3]

[2] If your responses to 3 and 3.a) are "YES," you have indicated that your performance will satisfy the requirements of a distributor; therefore, the value of items sold or leased may be counted at 40%.

[3] If you responded "NO" to either 3 or 3.a), counting of your participation is limited to the reasonable cost of fees or commissions charged, including transportation charges for the delivery of materials or supplies; the cost of materials or supplies may not be counted.

I affirm that the information that I provided above is true and correct and that my company's subsequent performance of a commercially useful function will be consistent with the above responses. I further affirm that my company will independently negotiate price, order specified quantities, and pay for the items listed in the bidder's commitment. This includes my company's responsibility for the quality of such items in terms of necessary repairs, exchanges, or processing of any warranty claims for damaged or defective materials.

Printed Name and Signature of DBE Owner/Authorized Representative:

The bidder acknowledges its responsibility for verifying the information provided by the DBE named above and ensuring that the counting of the DBE's participation is accurate. Any shortfall caused by errors in counting are the responsibility of the bidder.

Printed Name and Signature of Bidder's Authorized Representative:

SUBCONTRACTOR'S LIST
ALL subcontractors must be listed.

Except for DBE firms included in the Letter(s) of Intent, use of subcontractors on this list is not mandatory. CFR § 26.11(c) requires airport sponsors to collect bidders list information from all bidders at the time of bid submittal. The data must be collected for all firms who bid as prime contractors or subcontractors (successfully or not). Attach additional pages if necessary.

AIP Project No.: 3-40-0062-020-2026 Airport Name: Muskogee-Davis Regional
Project Description: Construct 2-Bay or 3-Bay Box Hangar with Approach
Airport Location: Muskogee, Oklahoma

Firm Name	Street Address	City, State	Zip	DBE[1]
REI Holdings LLC	1100 S. Cherokee St	Muskogee, OK	74403	Yes/No ✓
NAICS Code(s)[2]	**Race of Majority Owner[3]**	**Gender of Majority Owner**	**Age of Firm**	**Annual Gross Receipts[4]**
NAICS – 238210	Race – Cherokee Nation	Male	50 years	D
Firm Name	**Street Address**	**City, State**	**Zip**	**DBE[1]**
3G interiors	12145 E 11th St	Tulsa, OK	74128	Yes/No ✓
NAICS Code(s)[2]	**Race of Majority Owner[3]**	**Gender of Majority Owner**	**Age of Firm**	**Annual Gross Receipts[4]**
				D
Firm Name	**Street Address**	**City, State**	**Zip**	**DBE[1]**
Losiv Enterprises LLC	6523 FM155	Weimar, TX	78962	Yes/No ✓
NAICS Code(s)[2]	**Race of Majority Owner[3]**	**Gender of Majority Owner**	**Age of Firm**	**Annual Gross Receipts[4]**
				D
Firm Name	**Street Address**	**City, State**	**Zip**	**DBE[1]**
				Yes/No
NAICS Code(s)[2]	**Race of Majority Owner[3]**	**Gender of Majority Owner**	**Age of Firm**	**Annual Gross Receipts[4]**

(1) Indicate if the firm is currently certified as a DBE by the state Department of Transportation for the state in the which the project is located.

(2) NAICS is the North American Industry Classification System. Only list the codes for the work that is proposed to be completed by the subcontractor. Information on NAICS can be found at www.census.gov/naics

(3) Use only these race/ethnicity classifications from 49 CFR part 26: Black American; Hispanic American; Native American; Asian Pacific American; Subcontinent Asian American; or Other

(4) Report the gross receipts using the following range of values: A) less than $1 million; B) $1-3 million; C) $3-6 million; D) $6-10 million, or E) more than $10 million.

BUSINESS RELATIONSHIP AFFIDAVIT

STATE OF Kansas
COUNTY OF Wilson.

Brandon Koehn, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the nature of any partnership, joint venture, or other business relationship presently in effect or which existed within one (1) year prior to the date of this statement with the architect, engineer, or other party to the project is as follows:

none

Affiant further states that any such business relationship presently in effect or which existed within one (1) year prior to the data of this statement between any officer or director of the bidding company and any officer or director of the architectural or engineering firm or other party of the project is as follows:

none

Affiant further states that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms are as follows:

none

If none of the business relationships here in above mentioned exist, affiant should so state).

none

Subscribed _____

Subscribed and sworn to before me this 11 day of June, 2026.

LANDIN KNICKERBOCKER
Notary Public - State of Kansas
My Appt Expires 04/01/2029

_____
Notary

04/01/2029
My Commission expires on:

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

GENERAL

BIDDER NAME Koehn Construction Services, LLC

ADDRESS 1420 N 105th E Ave Tulsa, OK 74116

INTERNAL REVENUE SERVICE EMPLOYER IDENTIFICATION NUMBER 47-5021154

NON-SEGREGATED FACILITIES

NOTICE TO PROSPECTIVE FEDERALLY ASSISTED CONSTRUCTION CONTRACTORS:

(1) A Certification of Non-segregated Facilities must be submitted prior to the award of a federally assisted construction contract exceeding $10,000 which is not exempt from the provisions of the equal opportunity clause.

(2) Contractors receiving federally assisted construction contract awards exceeding $10,000, which are not exempt from the provisions of the equal opportunity clause, will be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontractors exceed $10,000 and are not exempt from the provisions of the equal opportunity clause.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATION ON NONSEGREGATED FACILITIES:

(1) Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding $10,000 which is not exempt from the provisions of the equal opportunity clause.

(2) Contractors receiving subcontract awards exceeding $10,000 which are not exempt from the provisions of the equal opportunity clause will be required to provide for the forwarding of this notice to prospective subcontracts exceed $10,000 and are not exempt from the provisions of the equal opportunity clause.

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

NONCOLLUSION AFFIDAVIT

STATE OF Kansas)
COUNTY OF Wilson)

Brandon Koehn, of lawful age, being first duly sworn, on oath says, that (s)he is the agent authorized by Koehn Construction Services, LLC, the contractor herein, to submit the attached bid to the City of Muskogee. Affiant further states that the said contractor has not paid, given or donated or agreed to pay, give or donate to any officer or employee of the City of Muskogee any money or thing of value, either directly or indirectly, for special consideration in the letting of a contract.

Signature

Subscribed and sworn to me this 11 day of June, 2026.

Notary Public

My commission expires:

04/01/2029

LANDIN KNICKERBOCKER
Notary Public - State of Kansas
My Appt. Expires 04/01/2029

PROJECT SUPERINTENDENT AND SUPERVISION ROSTER

In accordance with Article 7.01 of the General Conditions, the following individual or individuals will be assigned to this project as resident superintendent and Contractor's representative at the work site (Contractor complete):

Resident Superintendent:	**Phone No.**	**Contact Person**
1.		
2.		
3.		
4.		
5.		

CONTRACTOR: _____

BY: _____

TITLE: _____

CERTIFICATE OF NON-DISCRIMINATION

In connection with the performance of work under this contract, the contractor agrees as follows:

A. The contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, or ancestry. The Contractor shall take affirmative action to insure that employees are treated without regard to their race, creed, color, national origin, sex, or ancestry. Such actions shall include, but not be limited to the following: Employment, upgrading, demotion or transfer, recruiting or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The contractor and sub-contractor shall agree to post such notices in a conspicuous place, available to employees and applicants for employment.

B. In the event of the contractor's non-compliance with this non-discrimination clause, the contractor may be canceled or terminated. The contractor may be declared ineligible for further contracts with the CITY OF MUSKOGEE until satisfactory proof of intent to comply shall be made by the contractor.

C. The contract agrees to include this non-discrimination clause in any sub-contracts connected with the performance of this agreement.

I have read the above stated clause and agree to abide by its requirements.

Contractor

Sales Manager
Title:

CERTIFICATE OF NON-SEGREGATED FACILITIES

The federally assisted construction contractor certifies that he does not maintain or provide for his employee any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated are maintained. The federally assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washroom, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin, because of habit, local custom, or other reason. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the equal opportunity clause, and that he will retain such certifications in his files.

NOTICE TO PROSPECTIVE CONTRACTORS OF REQUIREMENT FOR CERTIFICATION OF NONSEGREGATED FACILITIES:

A Certification of Non-segregated Facilities must be submitted prior to the award of a contract or subcontract exceeding $10,000, which is not exempt from the provisions of the Equal Opportunity Clause.

Certification - The information above is true and complete to the best of my knowledge and belief.

Brandon Koehn, Sales Manager
(Please Print) Name and Title of Signatory



Signature

6/11/2026
Date

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned Koehn Construction Services LLC 1111 North 2nd Street Fredonia KS 66736 as Principal, and FCCI Insurance Company, A Corporation 6300 University Pkwy, Sarasota FL 34240 as Surety, are hereby held and firmly bound unto City of Muskogee, Oklahoma as Owner in the penal sum of $ Five Percent of Amount Bid (5%) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns. Signed, this 11th day of June 2026.

The condition of the above obligation is such that whereas the principal has submitted to the City of Muskogee, Oklahoma a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the construction of:

NOW, THEREFORE,

(A) If said Bid shall be rejected, or in the alternate,

(B) If said Bid shall be accepted and the Principal shall execute and deliver the Contract in the form included in the Contract Documents (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claim hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by an extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of these are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by proper officers, the day and year first set forth above.

(SEAL)
ATTEST:

Principal
Koehn Construction Services LLC
Corporate Secretary
Title:

(SEAL)
ATTEST:
Rachel Franks - Claims Advocate

Surety
FCCI Insurance Company, A Corporation
FCCI INSURANCE COMPANY CORPORATE SEAL 1994 FLORIDA

Cassandra J. Daley - Attorney In Fact
By: Attorney-in Fact

IMPORTANT - Surety Companies executing bonds for federally assisted contracts must appear on the Treasury Department's most current fist (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

FCCI INSURANCE GROUP

GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Andrew Scanlon; Ashley Jacobsen; Cassandra Daley; Chandler Lamm; Glenda Tibben; Kassonia Docker; Kevin Mease; Lori Frerichs; Megan Kuker; Rachel Franks

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed $30,000,000.00): $30,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 23rd day of July, 2020.

Attest: Christina D. Welch

Christina D. Welch, President
FCCI Insurance Company

FCCI INSURANCE COMPANY CORPORATE SEAL 1994 FLORIDA

Christopher Shoucair,
EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027

NOTARY PUBLIC STATE OF FLORIDA
PEGGY SNOW
Commission # HH 326535
Expires February 27, 2027

Peggy Snow
Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Christopher Shoucair, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027

NOTARY PUBLIC STATE OF FLORIDA
PEGGY SNOW
Commission # HH 326535
Expires February 27, 2027

Peggy Snow
Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 11th day of June, 2026

FCCI INSURANCE COMPANY CORPORATE SEAL 1994 FLORIDA

Christopher Shoucair, EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

Bond No. ----------

Fidelity and Deposit Company

1299 Zurich Way OF MARYLAND *Schaumburg, IL 60196*

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, W.L. McNatt & Company

as Principal, (hereinafter called the "Principal"), and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, 1299 Zurich Way, Schaumburg, Illinois 60196, a corporation duly organized under the laws of the State of Illinois, as Surety, (hereinafter called the "Surety"), are held and firmly bound unto City of Muskogee

as Obligee, (hereinafter called the "Obligee"), in the sum of Five Percent of Total Amount Bid Dollars ($ 5%), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, Jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

Muskogee-Davis Regional Airport, Construct Box Hangars with Approach Paving

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 11th day of June A. D., 2026

Todd Schuellers
Witness

W.L. McNatt & Company (SEAL)
Principal

Jan Masterson Vice President
Title

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
Surety

Callie Woodard
Callie Woodard *Witness*

By Carey L Kennemer (SEAL)
Carey L. Kennemer, Attorney-in-Fact *Title*

C3251-50M. 7-92 236374
Conforms to American Institute of Architects Document A-310, February 1970 Edition

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Christopher Nolan, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Clayton HOWELL, Callie WOODARD, Austin K. GREENHAW, J. Kelly DEER, Shelli R. SAMSEL, Travis E. BROWN, Jamie BURRIS, Vaughn P. GRAHAM, Vaughn P. GRAHAM, JR. Stephen M. POLEMAN, Deborah L. RAPER, Dwight A. PILGRIM, Gary LILES, Randy D. WEBB, Bobby Joe YOUNG, Aaron WOOLSEY, Carey L. KENNEMER, Kristin LEWIS, Joshua BRYAN, Becky KILLMAN, Michael L. SWIFT of Tulsa, Oklahoma,** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 18th day of August, A.D. 2025.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Christopher Nolan
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 18th day of August, A.D. 2025, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Christopher Nolan, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison
Notary Public
My Commission Expire January 27, 2029

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 11th day of June, 2026.

Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

PROPOSAL FORM *(Revised 06/04/2026 - Addendum No. 2)*

ALL PAGES (1-25) OF THIS FORM MUST BE SUBMITTED WHEN BIDDING

CITY OF MUSKOGEE, OKLAHOMA
MUSKOGEE-DAVIS REGIONAL AIRPORT (MKO)
AIP PROJECT NO. 3-40-0062-020-2026

TO: City of Muskogee, Oklahoma (Owner) THE BID OF W.L. McNatt & Company (Name of Contractor)

The undersigned hereby proposes to furnish all labor, permits, materials, machinery, tools, supplies, equipment, and appurtenances necessary to faithfully perform all work required for construction of the Project in accordance with the bid documents, specifications, project drawings, and issued addenda within the specified time of performance for the following prices.

Item No.	Spec. No.	Description	Estimated Quantity	Unit	Unit Price	Total Amount
Base Bid						
1	C-100	Contractor Quality Control Program (CQCP)	1	LS	$ 1100	$ 1100
2	C-102	Temporary Seeding	1	LS	$ 700	$ 700
3	C-102	Installation and Removal of Wattle Barrier	245	LF	$ 31	$ 7595
4	C-102	Preparation of SWPPP & Obtaining NOI	1	LS	$ 2800	$ 2800
5	C-105	Mobilization [N.T.E. 10%]	1	LS	$ 96487	$ 96487
6	P-101	Removal of 48" RCP	22	LF	$ 332	$ 7304
7	P-101	Removal of Pipe (Size and Material Unknown)	300	LF	$ 55 35	$ 16605
8	P-101	Asphalt Pavement Removal	23	SY	$ 388	$ 8924
9	P-152	Unclassified Excavation [Established Quantity]	1,076	CY	$ 13 79	$ 14838 04
10	P-152	Borrow Embankment (Contractor Furnished) [Established Quantity]	1,144	CY	$ 46 17	$ 52818 48
11	P-154	6" Aggregate Base Course	592	SY	$ 18	$ 10656
12	P-501	Concrete Mix Design	1	LS	$ 3000	$ 3000
13	P-501	6" Concrete Pavement	583	SY	$ 102	$ 59,466
14	D-701	12" Corrugated Metal Pipe (CMP) with Flared End Sections	9	LF	$ 100	$ 900
15	D-701	12" Dual Wall High Density Polyethylene Pipe (HDPE)	259	LF	$ 194	$ 50,246
16	D-701	48" Class III Reinforced Concrete Pipe (RCP)	16	LF	$ 1000	$ 16,000
17	D-702	Slotted Drain	130	LF	$ 304	$ 39520

Item No.	Spec. No.	Description	Estimated Quantity	Unit	Unit Price	Total Amount
18	D-751	72" X 72" Junction Box	1	EA	$ 53136	$ 53136
19	D-751	12" Inlet - Single Grate (Manufactured Plastic Drain Basin)	3	EA	$ 7473	$ 22419
20	T-901	Seeding	1	LS	$ 6600	$ 6600
21	T-908	Mulching Six Thousand Six Hundred	1	LS	$ 6600	$ 6600
22	Olsson-100	Construction Layout and Stakes	1	LS	$ 9200	$ 9200
23	Olsson-101	Temporary Safety and Phasing Procedures	1	LS	$ 13741	$ 13741
24	033000	5" Concrete Sidewalk Pavement	151	SY	$ 91	$ 13741
25	Sheet C600 Sheets GM001 To M601	Water System 2-Bay Hangar; Including, but not limited to, new service lines to Hangar including floor stub-ups, piping, valves, and spigots. Item includes 2 separate / individual services - 1 service per each bay, fully installed, operational, and accepted.	1	LS	$ 52,500	$ 52,500
26	Sheet C600 Sheets GE001 To E701	Electrical System 2-Bay Hangar; Including, but not limited to, connection to electrical service provider, new conduit to the Hangar, building meter socket and meters (separate services for each bay), electrical distribution panels, interior and exterior lighting, exit signs, in-floor ground rods, power outlets, and miscellaneous appurtenances per plans and specifications. Item includes 2 separate / individual services - 1 service per each bay, fully installed, operational, and accepted.	1	LS	$ 130,626	$ 130,626
27	Sheet C600 Sheets GM001 To M601	Gas System / Heating System 2-Bay Hangar; Including, but not limited to, all site piping and meters for initiation and installation of new Gas Services with the Utility Company (separate services per bay), furnishing and installation of all equipment and appurtenances within the building for a fully operational heating system. Item includes 2 separate / individual services - 1 service per each bay, fully installed, operational, and accepted.	1	LS	$ 64600	$ 64600

Item No.	Spec. No.	Description	Estimated Quantity	Unit	Unit Price	Total Amount
28	Sheet C600 Sheets GM001 To M601	Sanitary System 2-Bay Hangar: Including, but not limited to, connections to sanitary main, new service lines to the Hangar, floor drain sump and connections, floor cleanouts and rough-ins, piping, and ventilation piping. Item includes 2 separate / individual services - 1 service per each bay, fully installed, operational, and accepted.	1	LS	$ 27100	$ 27100
29	Sheets S000 To S200 Section P-154 Section 033000 Section 079200	2-Bay Box Hangar Foundation and Slab; Including, but not limited to, Concrete Footings, 6" Reinforced Concrete Slab, 6" Aggregate Base Course, 15 Mil Vapor Barrier, Power Trowel Smooth Finish, Jointing and Joint Sealant, Floor Finish, and Structural Exterior Stoops for Walk Doors.	1	LS	$ 209,000	$ 209,000
30	Sheets A001 to A701	2-Bay Box Hangar Building; Including, but not limited to, Pre-Engineered Metal Building, 2 Bi-Fold Doors (60'x0" X 18'x0" Clear Opening), exterior walk doors, and miscellaneous appurtenances per plans and specifications.	1	LS	$ 651,778	$ 651,778
TOTAL COST: BASE BID						$ 1,650,000 52
Additive Alternate No. 1						
101	C-100	Contractor Quality Control Program (CQCP)	1	LS	$ 1	$ 1
102	C-102	Temporary Seeding	1	LS	$ 111	$ 111
103	C-105	Mobilization [N.T.E. 10%]	1	LS	$ 26015	$ 26015
104	P-101	Asphalt Pavement Removal	13	SY	$ ~~5200~~ 400	$ 5200
105	P-152	Unclassified Excavation [Established Quantity]	594	CY	$ 15	$ 8910
106	P-152	Borrow Embankment (Contractor Furnished) [Established Quantity]	572	CY	$ 47	$ 26884
107	P-154	6" Aggregate Base Course	368	SY	$ 18	$ 6624
108	P-501	6" Concrete Pavement	293	SY	$ 96	$ 28128
109	D-702	Slotted Drain	66	LF	$ 416	$ 27456
110	D-754	5" Concrete Flume	75	SY	$ 128	$ 9600
111	T-901	Seeding	1	LS	$ 111	$ 111
112	T-908	Mulching	1	LS	$ 111	$ 111

Item No.	Spec. No.	Description	Estimated Quantity	Unit	Unit Price	Total Amount
113	033000	5" Concrete Sidewalk Pavement	36	SY	$ 91	$ 3276
114	Sheet C600.1 Sheets GM001 To M601	Additional Water System for 3rd Hangar Bay; Including, but not limited to, new service lines to Hangar including floor stub-ups, piping, valves, and spigots. Item includes 1 separate / individual services - 1 service per each bay, fully installed, operational, and accepted.	1	LS	$ 37,000	$ 37,000
115	Sheet C600.1 Sheets GE001 To E701	Additional Electrical System for 3rd Hangar Bay; Including, but not limited to, connection to electrical service provider, new conduit to the Hangar, building meter socket and meters (separate service for each bay), electrical distribution panels, interior and exterior lighting, exit signs, in-floor ground rods, power outlets, and miscellaneous appurtenances per plans and specifications. Item includes 1 separate / individual services - 1 service per each bay, fully installed, operational, and accepted.	1	LS	$ 51,600	$ 51,600
116	Sheet C600.1 Sheets GM001 To M601	Additional Gas System / Heating System for 3rd Hangar Bay; Including, but not limited to, all site piping and meters for initiation and installation of new Gas Services with the Utility Company (separate services per bay), furnishing and installation of all equipment and appurtenances within the building for a fully operational heating system. Item includes 1 separate / individual services - 1 service per each bay, fully installed, operational, and accepted.	1	LS	$ 19,000	$ 19,000
117	Sheet C600.1 Sheets GM001 To M601	Additional Sanitary System for 3rd Hangar Bay; Including, but not limited to, connections to sanitary main, new service lines to the Hangar, floor drain sump and connections, floor cleanouts and rough-ins, piping, and ventilation piping. Item includes 1 separate / individual services - 1 service per each bay, fully installed, operational, and accepted.	1	LS	$ 7100	$ 7100

Item No.	Spec. No.	Description	Estimated Quantity	Unit	Unit Price	Total Amount
118	Sheets S000 To S200 Section P-154 Section 033000 Section 079200	Additional Foundation and Slab for 3rd Hangar Bay; Including, but not limited to, Concrete Footings, 6" Reinforced Concrete Slab, 6" Aggregate Base Course, 15 Mil Vapor Barrier, Power Trowel Smooth Finish, Jointing and Joint Sealant, Floor Finish, and Structural Exterior Stoops for Walk Doors.	1	LS	$ 89,100	$ 89,100
119	Sheets A001 to A701 Section 131250 Section 131260	Additional Box Hangar for 3rd Hangar Bay; Including, but not limited to, Pre-Engineered Metal Building, 1 Bi-Fold Door (60'x0" X 18'x0" Clear Opening), exterior walk doors, exterior firewall and miscellaneous appurtenances per plans and specifications.	1	LS	$ 310,000	$ 310,000
TOTAL COST: ADDITIVE ALTERNATE NO. 1						$ 656,227
TOTAL COST: BASE BID + ADDITIVE ALTERNATE NO. 1						$ 2,306,227 52

ACKNOWLEDGEMENTS BY BIDDER

a. By submittal of a proposal, the BIDDER acknowledges and accepts that the quantities established by the OWNER are an approximate estimate of the quantities required to fully complete the Project and that the estimated quantities are principally intended to serve as a basis for evaluation of bids. The BIDDER further acknowledges and accepts that payment under this contract will be made only for actual quantities and that quantities will vary in accordance with the General Provisions subsection entitled "Alteration of Work and Quantities".

b. The BIDDER acknowledges and accepts that the bid documents are comprised of the documents identified within the Instructions to Bidders. The BIDDER further acknowledges that each of the individual documents that comprise the bid documents are complementary to one another and together establishes the complete terms, conditions, and obligations of the successful BIDDER.

c. As evidence of good faith in submitting this proposal, the undersigned encloses a bid guaranty in the form of a bid bond or certified check in the amount of 5% of the total amount of the bid. The BIDDER acknowledges and accepts that refusal or failure to accept award and execute a contract within the terms and conditions established herein will result in forfeiture of the bid guaranty to the owner as a liquidated damage.

d. The BIDDER acknowledges and accepts the OWNER'S right to reject any or all bids and to waive any minor informality in any Bid or solicitation procedure.

e. The BIDDER acknowledges and accepts the OWNER'S right to hold all Proposals for purposes of review and evaluation and not issue a notice-of-award for a period not to exceed **90 days** from the stated date for receipt of bids.

f. The undersigned agrees that upon written notice of award of contract, they will execute the

contract within fifteen (15) days of the notice-of-award and provide executed payment and performance bonds within fifteen (15) days from the date of contract execution. The undersigned accepts that failure to execute the contract and provide the required bonds within the stated timeframe shall result in forfeiture of the bid guaranty to the owner as a liquidated damage.

g. Time of Performance: By submittal of this proposal, the BIDDER acknowledges and agrees to commence work within ten (10) calendar days of the date specified in the written Notice to Proceed as issued by the OWNER. The undersigned further agrees to complete the Project within the contract time allowance(s) as specified in the Notice to Bidders from the commencement date specified in the Notice to Proceed.

h. The BIDDER acknowledges and accepts that upon failure to complete each Phase or Element within the respective specified contract time allowance, the Contractor shall pay the non-penal sum prescribed in the Notice to Bidders as a liquidated damage to the OWNER.

i. The BIDDER acknowledges that the OWNER has established a contract Disadvantaged Business Enterprise goal of **0.0%** for this project. The BIDDER acknowledges and accepts the requirement to apply and document good faith efforts, as defined in Appendix A, 49 CFR Part 26, for subcontracting a portion of the prime contract to certified Disadvantaged Business Enterprises (DBE), as defined in 49 CFR Part 26 for purposes of meeting the OWNER'S established goal. The BIDDER, in complying with this requirement, proposes participation by Disadvantaged Business Enterprises as stated on the attached forms, Utilization Statement and Letter of Intent.

j. The BIDDER, by submission of a proposal, acknowledges that award of this contract is subject to the provisions of the Davis Bacon Act. The BIDDER accepts the requirement to pay prevailing wages for each classification and type of worker as established in the attached wage rate determination as issued by the United States Department of Labor. The BIDDER further acknowledges and accepts their requirement to incorporate the provision to pay the established prevailing wages in every subcontract agreement entered into by the Bidder under this project.

k. The undersigned agrees to comply with all current and applicable federal, state, and local rules and regulations governing the safety of men and materials during its operations including observing the requirements of the Occupational Safety and Health Administration (OSHA).

l. The BIDDER acknowledges that this project is subject to the FAA Reauthorization Act of 2024 (Public Law 118-63), Section 936, regarding the Prohibition of Covered Unmanned Aircraft Systems (UAS), and certifies that it will comply with all applicable requirements and restrictions related to the procurement and operation of UAS on this project.

m. The undersigned acknowledges that the project is subject to FAA's current Federal Provisions as provided here-in. The undersigned furthermore hereby certifies that they, and their subcontractors, comply with the Federal Provisions as incorporated herein.

REPRESENTATIONS BY BIDDER

By submittal of a proposal (bid), the BIDDER represents the following:

a. The BIDDER has read and thoroughly examined the bid documents including all authorized addenda.

b. The BIDDER has a complete understanding of the terms and conditions required for the satisfactory performance of project work.

c. The BIDDER has fully informed themselves of the project site, the project site conditions and the surrounding area.

d. The BIDDER has familiarized themselves of the requirements of working on an operating airport and understands the conditions that may in any manner affect cost, progress, or performance of the work

e. The BIDDER has correlated their observations with that of the project documents.

f. The BIDDER has found no errors, conflicts, ambiguities, or omissions in the project documents, except as previously submitted in writing to the owner that would affect cost, progress, or performance of the work.

g. The BIDDER is familiar with all applicable federal, state, and local laws, rules and regulations pertaining to execution of the contract and the project work.

h. The BIDDER has complied with all requirements of these instructions and the associated project documents.

CERTIFICATIONS BY BIDDER

a. The undersigned hereby declares and certifies that the only parties interested in this proposal are named herein and that this proposal is made without collusion with any other person, firm, or corporation. The undersigned further certifies that no member, officer, or agent of OWNER'S has direct or indirect financial interest in this proposal.

b. **Trade Restriction Certification:** (49 CFR Part 30)
By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or

2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or

3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

c. **Certification of Offeror/Bidder Regarding Debarment**
By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

d. **Certification of Lower Tier Contractors Regarding Debarment**
The successful bidder, by administering each lower tier subcontract that exceeds $25,000 as a "covered transaction", must confirm each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally-assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: http://www.sam.gov.
2. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

e. **Certification Regarding Lobbying**
The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or

employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

f. **Buy American Certification:** (Title 49 U.S.C. Chapter 501)
As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its proposal. The bidder or offeror must indicate how it intends to comply with 49 USC § 50101, BABA and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e., not both) by inserting a checkmark (✓) or the letter "X".

The bidder must complete the attached Buy American certification. If the bidder requests a permissible waiver to the Buy America requirements, the Bidder identified with the apparent low bid must submit a formal waiver request and component cost calculation within the prescribed time identified on the Buy American certification.

g. **Additional Insurance Charge:** If there is an additional charge for the insurance naming the City of Muskogee, Oklahoma and the Engineer as an additional insured, the amount must be shown here. The amount shown will not change the total bid. A blank or inserting a zero will mean the Bidder's insurance company does not charge an extra fee for naming the City of Muskogee, Oklahoma and the Engineer as an additional insured per the Special Provisions.
$____0_____

h. **DBE Utilization:** The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner. (Please check the appropriate box and if checking the second box, fill in the blank.)

☒ The bidder/offeror is committed to a minimum of **0.0%** DBE utilization on this contract.

☐ ~~The bidder/offeror, while unable to meet the DBE goal of **0.0%**, hereby commits to a minimum of _____% DBE utilization on this contract and also submits documentation, as an attachment, demonstrating good faith efforts (GFE).~~

i. **Certification of Offeror/Bidder Regarding Tax Delinquency and Felony Convictions:** The applicant must complete the following two certifications' statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark in the space following the applicable response. The applicant agrees that if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts. (Please check the appropriate box for Statement No. 1 & Statement No. 2.)

Certification Statement No. 1:

☐ The applicant **represents that it is a** corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

☒ The applicant **represents that it is not a** corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

Certification Statement No. 2:

☐ The applicant **represents that it is a** corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months."

☒ The applicant **represents that it is not a** corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months."

ATTACHMENTS TO THIS BID and ADDITIONAL SUBMITTALS

The following documents are attached to and made a part of this Bid. **Failure to include all items at the bid opening will result in the bid being considered non-responsive.**:

1. Bid Guaranty in the form of 5% Bid Bond;

2. Buy American Certification Form: Signature and company name required.

3. DBE forms "Utilization Statement", "Letter of Intent" and "DBE Regular Dealer / Distributor Affirmation Form". Note the prime contractor's and the subcontractor's signature on the Letter of Intent is not required to be attached but must be submitted within 2 working days of the bid opening.

4. **City of Muskogee – Additional Proposal Forms**
    a. Business Relationships Affidavit
    b. Equal Opportunity Employment
    c. Non-Collusion Affidavit
    d. Project Superintendent & Supervision Roster
    e. Certification of Non-Discrimination
    f. Certificate of Non-Segregated Facilities

The undersigned agrees to submit the following documents within 2 days of the bid opening. The undersigned agrees that these documents will be made a part of this Bid.

5. Signature from each proposed DBE subcontractor on the previously submitted DBE "Letters of Intent".

6. Evidence of good faith efforts required by 49 CFR Part 26, Appendix A. If proposed DBE goal is met, submittal of evidence of good faith efforts is not required.

The undersigned acknowledges receipt of the following addenda:

Addendum Number 1 dated 5.29.26
Addendum Number 2 dated 6.4.26
Addendum Number 3 dated 6.9.26

Business: W.L.McNatt & Company

By: Jason Masterson
(Signature of Authorized Officer)

Jason Masterson
(Printed Name)

Address: 2000 E. Britton Road

Title: Vice President

City, State, Zip Oklahoma City, OK 73131

Federal ID No. 73-0987466

Phone 405-232-7245

DBE / Non-DBE Status(1) Non-DBE

Fax 405-232-7259

NAICS Code(2) 236220

Email Jason@wlmcnatt.com

Race of Majority Owner(3) Other

Gender of Majority Owner Male

Age of Firm 52 years

Annual Receipts(4) E

(1) Indicate if the firm is currently certified as a DBE by the state Department of Transportation for the state in the which the project is located.
(2) NAICS is the North American Industry Classification System. Only list the codes for the work that is proposed to be completed by the prime contractor. Information on NAICS can be found at www.census.gov/naics
(3) Use only these race/ethnicity classifications from 49 CFR part 26: Black American; Hispanic American; Native American; Asian Pacific American; Subcontinent Asian American; or Other
(4) Report the gross receipts using the following range of values: A) less than $1 million; B) $1-3 million; C) $3-6 million; D) $6-10 million, or E) more than $10 million.

Certification of Compliance with FAA Buy American Preference Construction Projects

PROJECT NAME:	**Construct 2-Bay Box Hangar or 3-Bay Box Hangar with Approach**
AIRPORT NAME:	**Muskogee-Davis Regional Airport (MKO)**
AIP NUMBER:	**3-40-0062-020-2026**

The Contractor certifies that its bid/offer is in compliance with 49 USC § 50101, BABA and other related Made in America Laws,[1] U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its proposal. The bidder or offeror must indicate how it intends to comply with 49 U.S.C. § 50101, BABA and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e., not both) by inserting a checkmark (✓) or the letter "X".

☒ Bidder or offeror hereby certifies that it will comply with 49 U.S.C. § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:

a) Only installing iron, steel and manufactured products produced in the United States;
b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.
c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

a) To provide to the Airport Sponsor or the FAA evidence that documents the source and origin of the iron, steel, and/or manufactured product.
b) To faithfully comply with providing U.S. domestic products.
c) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
d) Certify that all construction materials used in the project are manufactured in the U.S.

☐ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 U.S.C. § 50101(a) but may qualify for a Type 3 or Type 4 waiver under 49 U.S.C. § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

[1] Per Executive Order 14005 "Made in America Laws" means all statutes, regulations, rules, and Executive Orders relating to federal financial assistance awards or federal procurement, including those that refer to "Buy America" or "Buy American," that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced in the United States, including iron, steel, and manufactured products offered in the United States.

a) To the submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.
b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
d) To furnish U.S. domestic product for any waiver request that the FAA rejects.
e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 2 Waiver (Nonavailability) - The iron, steel, manufactured goods or construction materials or manufactured goods are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire
b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;
c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

Type 3 Waiver – The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the "facility/project." The required documentation for a Type 3 waiver is:

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
b) Listing of all manufactured products that are not comprised of 100 percent U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
d) Percentage of non-domestic component and subcomponent cost as compared to total "facility" component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver (Unreasonable Costs) - Applying this provision for iron, steel, manufactured goods or construction materials would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

a) A completed Content Percentage Worksheet and Final Assembly Questionnaire from
b) At minimum two comparable equal bids and/or offers;
c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;
d) Completed waiver applications for each comparable bid and/or offer.

False Statements: Per 49 U.S.C. § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

June 11, 2026 — Jason Masterson
Date Signature

W.L. McNatt & Company — Vice President
Company Name Title

Buy American Waiver Request

Title 49 U.S.C Section 50101 (b)

For Airfield Development Projects funded under the Airport Improvement Program

Type of Waiver Request:

The bidder may request a waiver subject to the provisions of Section 50101(b)(3) or Section 50101(b)(4). The bidder may not request a waiver under Section 50101(b)(1) or Section 50101(b)(2). Bidder is hereby advised that the Owner's approval with the bidder's waiver request is contingent upon FAA approval. The bidder must select one of the following applicable waiver provisions:

☒ Section 50101(b)(3): Bidder hereby requests a waiver to Buy America preferences based upon Section 50101(b)(3) for the equipment identified below. The bidder certifies that 70 % of the cost of components and subcomponents comprising the equipment are produced in the United States and that final assembly occurs within the United States. *(Bidder must attach a copy of the component cost calculation table)*

Equipment: Bi-Fold Door

☐ Section 50101(b)(4). Bidder hereby requests a waiver to Buy America preferences based upon Section 50101(b)(4). The bidder asserts provision of domestic material increases the cost of the overall project by more than 25%. *(Note: This type of waiver is very rare)*

Certification Signature

In accordance with Section 50101(b), we request a waiver to the Buy America provisions based on the above certification and attached documentation.

Jason Masterson
Signature

6.11.2026
Date

W.L. McNatt & Company
Bidder's Firm Name

Vice President
Title

Instructions for Section 50101(b)(3) Waiver:

1. "Equipment" in Section 50101 shall mean the following:
   a) Individual type "L" items (Airfield Lighting Equipment) as listed in FAA Advisory Circular 150/5345-53.
   b) Individual bid items as established within FAA Advisory Circular 150/5370-10. The bid item application may not be applied for the type "L" items listed in AC 150/5345-53.
   c) A waiver request may only address one specific equipment item. Submit separate requests for each equipment item for which a waiver.
   d) Items listed under the Nationwide Waiver do not require further review. Please refer to the following webpage: https://www.faa.gov/airports/aip/buy_american/
   e) Items listed under the Project Specific Buy American Waivers, please refer to the following webpage: https://www.faa.gov/airports/aip/buy_american/
2. The bidder must base the U.S. percentage upon the value that results from completing a component cost calculation table similar to the attached format. Bidder shall avoid mere pro forma efforts to establish the waiver request percentage. The Bidder must submit the component cost calculation table as an attachment to the waiver request.
3. Components/subcomponents are the material and products composing the "equipment".
4. The final assembly of the AIP-funded "equipment" must be within the USA *(Section 50101(b)(3)(B))*. Final assembly is the substantial transformation of the components and subcomponents into the end product.
5. All steel used in the "Equipment" must be produced in the United States.
6. The Buy American requirements apply to all tier contractors and subcontractors. All contractors/subcontractors are required to provide appropriate documentation that indicates origin of manufacturer and percentage of domestic made product.
7. The bidder is hereby advised there is no implied or expressed guarantee that a requested waiver will be issued by the Federal Aviation Administration (FAA). Less than 60% USA component/subcomponent proposed for this facility CANNOT be waived. Products made with foreign steel are not eligible for a waiver.

Instructions for Section 50101(b)(4) Waiver:

1. The 25% cost increase waiver is rarely applicable. Consult Owner before making this request.

North America Free Trade Act (NAFTA)

The NAFTA **does not** apply to the AIP. Products and material made in Canada or Mexico must be considered as foreign made products.

U.S. Department of Transportation
Federal Aviation Administration

OMB CONTROL NUMBER: 2120-0569
EXPIRATION DATE: 6/30/2023

Buy American Project/Product
Content Percentage Calculation – Worksheet

Applicant Information

Date of Application: 6/8/26

Applicant Name: Midland Door Solutions, LLC

Applicant Type (choose one):
☐ Prime Contractor ☒ Manufacturer ☐ Supplier

Point of Contact (First and Last Name): Rob Karlgaard

Applicant Business Address: 1021 7th St NE, West Fargo, ND 58078

Email address: rob@midlanddoorsolutions.com

Telephone: 701.277-8836 Extension: N/A

Project/Product Information

FAA Eligible Project: Construct 2- Bay or 3- Bay Hangar

Airport Sponsor: Muskogee, OK Regional Airport

Airport LOCID:

FAA Award Number:

FAA Item Number (FAA Advisory Circular reference, if applicable):

Total Material Cost: 68,600

Total **U.S.** Material Content Cost: 48020 Percentage: 70 %

Total **Non-U.S.** Material Content Cost: 20,580 Percentage: 30 %

FAA Buy American Preference (including Buy American Build American) Compliance

Does this project include any iron, steel or any of the following construction materials, not 100% produced in the United States?

☐ Yes ☒ No

If "Yes," indicate the cost and percentage of the project below.

Steel (e.g., structural steel, rebar)	Cost:	Percentage:	%
Iron	Cost:	Percentage:	%
Non-ferrous metals	Cost:	Percentage:	%
Plastic and polymer-based products	Cost:	Percentage:	%
Glass (including optic glass)	Cost:	Percentage:	%
Lumber	Cost:	Percentage:	%
Drywall	Cost:	Percentage:	%

Use of Non-Domestic Construction Materials Justification

Provide a description of your efforts to locate and secure a domestic source for those "construction materials" or final manufactured goods that are not 100% produced in the U.S., including use of the Manufacturing Extension Partnership (MEP) and market research.

– CONFIDENTIAL –

NOT SUBJECT TO DISCLOSURE UNDER EXEMPTION # 4 OF THE FREEDOM OF INFORMATION ACT

Project Material Structure Worksheet

Level (0, 1, 2)	Material Reference Number	Project Components and (or) Subcomponents	Qty	Unit of Measure	Non-U.S. Material Cost per Unit of Measure	Total Non-U.S. Material Cost	Country of Non-U.S. Material	U.S. Material Cost per Unit of Measure	Total U.S. Material Cost	Total Material Cost
0			1	Total Project						
1		Bi-Fold Doors Complete	2	Each	$ 10,290	$ 20,580	MEXICO & ITALY	$ 24,010	$ 48,020	$ 68,600
2		Bi-Fold Door Frame	2	Each	$ 0	$ 0	N/A	$ 24,010	$ 48,020	$ 48,020
2		Motors & Brakes	2	Each	$ 5,145	$ 10,290	MEXICO	$ 0	$ 0	$ 10,290
2		Gearbox	2	Each	$ 3,345	$ 6,690	ITALY	$ 0	$ 0	$ 6,690
2		Control Box	2	Each	$ 1,800	$ 3,600	MEXICO	$ 0	$ 0	$ 3,600

– CONFIDENTIAL –

NOT SUBJECT TO DISCLOSURE UNDER EXEMPTION # 4 OF THE FREEDOM OF INFORMATION ACT

Project Material Structure Worksheet

Level (0, 1, 2)	Part Number	Item Description	Quantity	Unit of Measure	Price/Unit of Measure	U.S. Origin Price/Unit of Measure	U.S. Origin Cost (Each)	Non-U.S. Price/Unit of Measure	Non-U.S. Cost (Each)	Country of Non-U.S. Materials
0			1	Each						

– CONFIDENTIAL –

NOT SUBJECT TO DISCLOSURE UNDER EXEMPTION # 4 OF THE FREEDOM OF INFORMATION ACT

Level (0, 1, 2)	Part Number	Item Description	Quantity	Unit of Measure	Price/Unit of Measure	U.S. Origin Price/Unit of Measure	U.S. Origin Cost (Each)	Non-U.S. Price/Unit of Measure	Non-U.S. Cost (Each)	Country of Non-U.S. Materials

– CONFIDENTIAL –

NOT SUBJECT TO DISCLOSURE UNDER EXEMPTION # 4 OF THE FREEDOM OF INFORMATION ACT

Level (0, 1, 2)	Part Number	Item Description	Quantity	Unit of Measure	Price/Unit of Measure	U.S. Origin Price/Unit of Measure	U.S. Origin Cost (Each)	Non-U.S. Price/Unit of Measure	Non-U.S. Cost (Each)	Country of Non-U.S. Materials

– CONFIDENTIAL –

NOT SUBJECT TO DISCLOSURE UNDER EXEMPTION # 4 OF THE FREEDOM OF INFORMATION ACT

Level (0, 1, 2)	Part Number	Item Description	Quantity	Unit of Measure	Price/Unit of Measure	U.S. Origin Price/Unit of Measure	U.S. Origin Cost (Each)	Non-U.S. Price/Unit of Measure	Non-U.S. Cost (Each)	Country of Non-U.S. Materials

– CONFIDENTIAL –

NOT SUBJECT TO DISCLOSURE UNDER EXEMPTION # 4 OF THE FREEDOM OF INFORMATION ACT

Certification

The undersigned certifies that this information is true and accurate to the best of their knowledge. A false certification represents a violation of 18 U.S.C § 1001 and 49 U.S.C § 47126. Signatory has the burden of proof to establish compliance.

Signature: Rob Karlgaard Date: 06/08/2026

Name (Print): Rob Karlgaard

Title: Estimator / Project Manager

FOR FAA USE ONLY

(Check the appropriate Waiver Type and Scope check boxes below)

Applicable FAA Waiver Type

- ☐ Type I Public Interest (HQ Only)
- ☐ Type II Nonavailability (HQ Only)
- ☐ Type III More than 60% and Final Assembly within the U.S.
- ☐ Type IV Unreasonable Cost (Requires MEP/requires HQ coordination)
- ☐ BABA Iron, Steel, or Construction Material (requires justification) (Apply BABA Flag)

Applicable FAA Waiver Scope

- ☐ Project Specific
- ☐ Nationwide – (General Applicability) (For HQ Only)

Justifications

- ☐ Manufacturing Extension Partnership (MEP) Coordinated

FAA Official's Signature:

End of FAA Use Only Section

UTILIZATION STATEMENT
(DBE Participation Form)
Disadvantaged Business Enterprise

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner. (*Please mark the appropriate box and if checking the second box, fill in the blank.*)

☒ **The bidder/offeror is committed to a minimum of 0.0% DBE utilization on this contract.**

☐ ~~**The bidder/offeror, while unable to meet the DBE goal of 0.0%, hereby commits to a minimum of _____% DBE utilization on this contract and also submits documentation, as an attachment, demonstrating good faith efforts (GFE).**~~

The undersigned hereby further assures that the information included herein is true and correct, and that the DBE firm(s) listed herein have agreed to perform a commercially useful function in the work items noted for each firm. The undersigned further understands that no changes to this statement may be made without prior approval from the Civil Right Staff of the Federal Aviation Administration.

W.L. McNatt & Company
Bidder's/Offeror's Firm Name

Jason Masterson
Signature

6.11.2026
Date

DBE UTILIZATION SUMMARY

	Contract Amount		DBE Amount	Contract Percentage
DBE Prime Contractor	$ 0	x 1.00 =	$ 0	0 %
DBE Subcontractor	$ 0	x 1.00 =	$ 0	0 %
DBE Regular Dealer*	$ 0	x 0.60 =	$ 0	0 %
DBE Distributor*	$ 0	x 0.40 =	$ 0	0 %
DBE Manufacturer	$ 0	x 1.00 =	$ 0	0 %
Total Amount DBE			$ 0	0 %
DBE Goal**				0 %

* If the materials or supplies are purchased from a DBE distributor that neither maintains sufficient inventory nor uses its own distribution equipment for the products in question, count 40 percent of the cost of materials or supplies (including transportation costs). as defined in § 26.55(e)(2)(iv)(A), (B), and (C) and (e)(3). **The "DBE Regular Dealer / Distributor Affirmation Form" must be completed to make this determination.**

** If the total proposed DBE participation is less than the established DBE goal, Bidder must provide written documentation of the good faith efforts as required by 49 CFR Part 26.

LETTER OF INTENT
Disadvantaged Business Enterprise
(This page shall be submitted for each DBE firm)

Bidder/Offer

Name: W.L. McNatt & Company

Authorized Representative: Jason Masterson

Phone: 405-232-7245 Email: Jason@wlmcnatt.com

DBE Firm:

DBE Firm: n/a

Authorized Representative: _____

Phone: _____ Email: _____

DBE Certifying Agency: n/a Expiration Date: _____

Each DBE Firm shall submit evidence (such as a photocopy) of their certification status.

Classification:

☐ Prime Contractor ☐ Subcontractor ☐ Manufacturer
☐ Regular Dealer* ☐ Distributor* ☐ Broker*

* The "DBE Regular Dealer / Distributor Affirmation Form" must be completed to make this determination.

Work item(s) to be performed by DBE	Description of Work Item	NAICS Code	Quantity	Total
	n/a			

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The total expected dollar value of this work is DBE contract amount: $ n/a .

The bidder/offeror understands that if it is awarded the contract/agreement resulting from this procurement, it **must enter into a subcontract with the DBE firm identified above** that is representative of the type and amount of work listed. Bidder/offeror understands that upon submitting this form with its bid/offer, it may not substitute or terminate the DBE listed above without following the procedures of 49 CFR Part 26, §26.53.

Jason Masterson Date: 6.11.26
Signature of Bidder/Offeror's Authorized Representative

The above-named DBE firm affirms that it is ready, willing, and able to perform the amount and type of work as described above, and is properly certified to be counted for DBE participation, therefore.

n/a Date: n/a
Signature of Bidder/Offeror's Authorized Representative

In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

OMB Control #2105-0586 (Exp. 5/31/2027)

U.S. Department of Transportation

DBE Regular Dealer/Distributor Affirmation Form

Bidder Name: W.L. McNatt & Company

Contract Name/Number:

Sections 26.53(c)(1) of Title 49 Code of Federal Regulations requires recipients to make a preliminary counting determination for each DBE listed as a regular dealer or distributor to assess its eligibility for 60 or 40 percent credit, respectively, of the cost of materials and supplies based on its demonstrated capacity and intent to perform as a regular dealer or distributor, as defined in section 26.55(e)(2)(iv)(A),(B),(C), and (3) under the contract at issue. The regulation requires the recipient's preliminary determination to be made based on the DBE's written responses to relevant questions and its affirmation that its subsequent performance of a commercially useful function will be consistent with the preliminary counting of such participation. The U.S. Department of Transportation is providing this form as a tool for recipients, prime contractors, regular dealers, and distributors to use to carry out their respective responsibilities under this regulation. The form may be used by each DBE supplier whose participation is submitted by a bidder for regular dealer or distributor credit on a federally-assisted contract with a DBE participation goal. The form may also be used by prime contractors in connection with DBE regular dealer or distributor participation submitted after a contract has been awarded provided such participation is subject to the recipient's prior evaluation and approval. If this form is used, it should be accompanied by the bidder's commitment, contract, or purchase order showing the materials the DBE regular dealer or distributor is supplying. Use of this tool is not mandatory. If a recipient chooses a different method for complying with Section 26.53(c)(1), it must include that method in its DBE Program Plan.

DBE Name: n/a

Total Subcontract/Purchase Order Amount: n/a

Authorized DBE Representative (Name and Title): n/a

NAICS Code(s) Related to the Items to be Sold/Leased: n/a

1. Will **all** items sold or leased be provided from the on-hand inventory at your establishment? ☐ YES ☐ NO

(If "YES," you have indicated that your performance will satisfy the regular dealer requirements and may be counted at 60%. STOP here, Read and sign the affirmation below. If "NO" Continue.)

a) Are you selling bulk items (e.g., petroleum products, steel, concrete, concrete products, sand, gravel, asphalt, etc.) or items not typically stocked due to their unique characterisics (aka specialty items)?

☐ YES ☐ NO **(If "YES," Go to Question 2. If "NO" Continue.)**

b) Will at least 51% of the items you are selling be provided from the inventory maintained at your establishment, and will the minor quantities of items delivered from and by other sources be of the general character as those provided from your inventory?

☐ YES ☐ NO* **(If "YES," you have indicated that your performance will satisfy the regular dealer requirements and may be counted at 60%. STOP here. Read and sign the affirmation below.**

***If 1., 1.a), and 1. b) above are "NO," your performance on the whole will not satisfy the regular dealer requirements; therefore, only the value of items to be sold or leased from inventory can be counted at 60%. (Go to Question 3. to determine if the items delivered from and by other sources are eligible for Distributor credit.)**

2. Will you deliver all bulk or specialty items using distribution equipment you own (or under a long-term lease) and operate?

☐ YES ☐ NO[1]

(If "YES," you have indicated that your performance will satisfy the requirements for a regular dealer of bulk items and may be counted at 60%. STOP here. Read and sign the affirmation below.)

[1] **If "NO," your performance will not satisfy the requirements for a regular dealer of bulk items; the value of items to be sold or leased cannot be counted at 60%. (Go to Question 3.)**

3. Will the written terms of your purchase order or bill of lading from a third party transfer responsibility, including risk for loss or damage, to your company at the point of origin (e.g. a manufacture's facility) ? ☐ YES[2] ☐ NO[3]

a) Will you be using sources **other than** the manufacturer (or other seller) to deliver or arrange delivery of the items sold or leased ? ☐ YES[2] ☐ NO[3]

[2] **If your responses to 3 and 3.a) are "YES," you have indicated that your performance will satisfy the requirements of a distributor; therefore, the value of items sold or leased may be counted at 40%.**

[3] **If you responded "NO" to either 3 or 3.a), counting of your participation is limited to the reasonable cost of fees or commissions charged, including transportation charges for the delivery of materials or supplies; the cost of materials or supplies may not be counted.**

I affirm that the information that I provided above is true and correct and that my company's subsequent performance of a commercially useful function will be consistent with the above responses. I further affirm that my company will independently negotiate price, order specified quantities, and pay for the items listed in the bidder's commitment. This includes my company's responsibility for the quality of such items in terms of necessary repairs, exchanges, or processing of any warranty claims for damaged or defective materials.

Printed Name and Signature of DBE Owner/Authorized Representative: n/a

The bidder acknowledges its responsibility for verifying the information provided by the DBE named above and ensuring that the counting of the DBE's participation is accurate. Any shortfall caused by errors in counting are the responsibility of the bidder.

Printed Name and Signature of Bidder's Authorized Representative: Jason Masterson, *Jason Masterson*

SUBCONTRACTOR'S LIST
ALL subcontractors must be listed.

Except for DBE firms included in the Letter(s) of Intent, use of subcontractors on this list is not mandatory. CFR § 26.11(c) requires airport sponsors to collect bidders list information from all bidders at the time of bid submittal. The data must be collected for all firms who bid as prime contractors or subcontractors (successfully or not). Attach additional pages if necessary.

AIP Project No.: 3-40-0062-020-2026 Airport Name: Muskogee-Davis Regional
Project Description: Construct 2-Bay or 3-Bay Box Hangar with Approach
Airport Location: Muskogee, Oklahoma

Firm Name	Street Address	City, State	Zip	DBE[1]
Midland Door Solutions, LLC	1021 7th St. NE	West Fargo, ND	58078	Yes/No
NAICS Code(s)[2]	**Race of Majority Owner[3]**	**Gender of Majority Owner**	**Age of Firm**	**Annual Gross Receipts[4]**
238350	Caucasion	Male	31 YR	N/A
Firm Name	**Street Address**	**City, State**	**Zip**	**DBE[1]**
Rosscon, LLC	3500 N. York St	Muskogee, OK	74403	Yes/No
NAICS Code(s)[2]	**Race of Majority Owner[3]**	**Gender of Majority Owner**	**Age of Firm**	**Annual Gross Receipts[4]**
238110	Other	Male	5 yr	N/A
Firm Name	**Street Address**	**City, State**	**Zip**	**DBE[1]**
Vision Air	10755 E. AdmiralPl.	Tulsa, OK	74116	Yes/No
NAICS Code(s)[2]	**Race of Majority Owner[3]**	**Gender of Majority Owner**	**Age of Firm**	**Annual Gross Receipts[4]**
238220	Other	Male	10 yr	N/A
Firm Name	**Street Address**	**City, State**	**Zip**	**DBE[1]**
Univeral Surveying	216 West 6th Ave.	Stillwater, OK	74074	Yes/No
NAICS Code(s)[2]	**Race of Majority Owner[3]**	**Gender of Majority Owner**	**Age of Firm**	**Annual Gross Receipts[4]**
541370	Other	Male	5 yr	N/A

(1) Indicate if the firm is currently certified as a DBE by the state Department of Transportation for the state in the which the project is located.

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(3) Use only these race/ethnicity classifications from 49 CFR part 26: Black American; Hispanic American; Native American; Asian Pacific American; Subcontinent Asian American; or Other

(4) Report the gross receipts using the following range of values: A) less than $1 million; B) $1-3 million; C) $3-6 million; D) $6-10 million, or E) more than $10 million.

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Project Description: Construct 2-Bay or 3-Bay Box Hangar with Approach
Airport Location: Muskogee, Oklahoma

Firm Name	Street Address	City, State	Zip	DBE[1]
Integra Concrete	P.O. Box 3456	Tulsa, OK	74101	Yes/No
NAICS Code(s)[2]	**Race of Majority Owner[3]**	**Gender of Majority Owner**	**Age of Firm**	**Annual Gross Receipts[4]**
238110	Other	Male	10 yr	N/A
Firm Name	**Street Address**	**City, State**	**Zip**	**DBE[1]**
Verdigris Valley	P.O. Box 97 Sod	Claremore, OK	74018	Yes/No
NAICS Code(s)[2]	**Race of Majority Owner[3]**	**Gender of Majority Owner**	**Age of Firm**	**Annual Gross Receipts[4]**
111421	Other	Male	10 yr	N/A
Firm Name	**Street Address**	**City, State**	**Zip**	**DBE[1]**
R.D. Simpson	702 E. 56th	Stillwater, OK	74074	Yes/No
NAICS Code(s)[2]	**Race of Majority Owner[3]**	**Gender of Majority Owner**	**Age of Firm**	**Annual Gross Receipts[4]**
236220	Other	Male	10 yr	N/A
Firm Name	**Street Address**	**City, State**	**Zip**	**DBE[1]**
Renfro Electric	1100 S. Cherokee St	Muskogee, OK	74403	Yes/No
NAICS Code(s)[2]	**Race of Majority Owner[3]**	**Gender of Majority Owner**	**Age of Firm**	**Annual Gross Receipts[4]**
238210	Other	Male	50 yr	N/A

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Project Description: Construct 2-Bay or 3-Bay Box Hangar with Approach
Airport Location: Muskogee, Oklahoma

Firm Name	Street Address	City, State	Zip	DBE[1]
Applied Mech.	9410 SE 51ST	Tulsa, OK	74145	Yes/No
NAICS Code(s)[2]	**Race of Majority Owner[3]**	**Gender of Majority Owner**	**Age of Firm**	**Annual Gross Receipts[4]**
238220	Other	Male	20yr	C
Firm Name	**Street Address**	**City, State**	**Zip**	**DBE[1]**
Third Generation	8620 S. 33rd West Ave	Tulsa OK	74132	Yes/No
NAICS Code(s)[2]	**Race of Majority Owner[3]**	**Gender of Majority Owner**	**Age of Firm**	**Annual Gross Receipts[4]**
238210	Other	Male	50yr	D
Firm Name	**Street Address**	**City, State**	**Zip**	**DBE[1]**
Table Rock	6401 NW 178th	Edmond OK	73012	Yes/No
NAICS Code(s)[2]	**Race of Majority Owner[3]**	**Gender of Majority Owner**	**Age of Firm**	**Annual Gross Receipts[4]**
238110	Other	Female	10yr	B
Firm Name	**Street Address**	**City, State**	**Zip**	**DBE[1]**
				Yes/No
NAICS Code(s)[2]	**Race of Majority Owner[3]**	**Gender of Majority Owner**	**Age of Firm**	**Annual Gross Receipts[4]**

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				Yes/No
NAICS Code(s)[2]	**Race of Majority Owner[3]**	**Gender of Majority Owner**	**Age of Firm**	**Annual Gross Receipts[4]**
Firm Name	**Street Address**	**City, State**	**Zip**	**DBE[1]**
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NAICS Code(s)[2]	**Race of Majority Owner[3]**	**Gender of Majority Owner**	**Age of Firm**	**Annual Gross Receipts[4]**
Firm Name	**Street Address**	**City, State**	**Zip**	**DBE[1]**
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NAICS Code(s)[2]	**Race of Majority Owner[3]**	**Gender of Majority Owner**	**Age of Firm**	**Annual Gross Receipts[4]**
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Firm Name	**Street Address**	**City, State**	**Zip**	**DBE[1]**
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Firm Name	**Street Address**	**City, State**	**Zip**	**DBE[1]**
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NAICS Code(s)[2]	**Race of Majority Owner[3]**	**Gender of Majority Owner**	**Age of Firm**	**Annual Gross Receipts[4]**
Firm Name	**Street Address**	**City, State**	**Zip**	**DBE[1]**
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BUSINESS RELATIONSHIP AFFIDAVIT

STATE OF Oklahoma
COUNTY OF Oklahoma.

Todd Schultheis, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the nature of any partnership, joint venture, or other business relationship presently in effect or which existed within one (1) year prior to the date of this statement with the architect, engineer, or other party to the project is as follows:

None

Affiant further states that any such business relationship presently in effect or which existed within one (1) year prior to the data of this statement between any officer or director of the bidding company and any officer or director of the architectural or engineering firm or other party of the project is as follows:

None

Affiant further states that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms are as follows:

None

If none of the business relationships here in above mentioned exist, affiant should so state).

Subscribed Todd Schultheis

Subscribed and sworn to before me this 11th day of June, 2026.

JASON MASTERSON NOTARY # 12004495 EXP. 05/09/28 PUBLIC STATE OF OKLAHOMA

Notary

My commission expires on: 05/09/2028

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

GENERAL

BIDDER NAME W.L. McNatt & Company

ADDRESS 2000 E. Britton Road, OKC, OK 73131

INTERNAL REVENUE SERVICE EMPLOYER IDENTIFICATION NUMBER 73-0987466

NON-SEGREGATED FACILITIES

NOTICE TO PROSPECTIVE FEDERALLY ASSISTED CONSTRUCTION CONTRACTORS:

(1) A Certification of Non-segregated Facilities must be submitted prior to the award of a federally assisted construction contract exceeding $10,000 which is not exempt from the provisions of the equal opportunity clause.

(2) Contractors receiving federally assisted construction contract awards exceeding $10,000, which are not exempt from the provisions of the equal opportunity clause, will be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontractors exceed $10,000 and are not exempt from the provisions of the equal opportunity clause.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATION ON NONSEGREGATED FACILITIES:

(1) Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding $10,000 which is not exempt from the provisions of the equal opportunity clause.

(2) Contractors receiving subcontract awards exceeding $10,000 which are not exempt from the provisions of the equal opportunity clause will be required to provide for the forwarding of this notice to prospective subcontracts exceed $10,000 and are not exempt from the provisions of the equal opportunity clause.

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

NONCOLLUSION AFFIDAVIT

STATE OF Oklahoma)
COUNTY OF Oklahoma)

Todd Schultheis, of lawful age, being first duly sworn, on oath says, that (s)he is the agent authorized by W.L. McNatt & Company, the contractor herein, to submit the attached bid to the City of Muskogee. Affiant further states that the said contractor has not paid, given or donated or agreed to pay, give or donate to any officer or employee of the City of Muskogee any money or thing of value, either directly or indirectly, for special consideration in the letting of a contract.

Todd Schultheis
Signature

Subscribed and sworn to me this 11th day of June, 2026.

Notary Public

JASON MASTERSON NOTARY # 12004495 EXP. 05/09/28 PUBLIC STATE OF OKLAHOMA

My commission expires:

05/09/2028

PROJECT SUPERINTENDENT AND SUPERVISION ROSTER

In accordance with Article 7.01 of the General Conditions, the following individual or individuals will be assigned to this project as resident superintendent and Contractor's representative at the work site (Contractor complete):

Resident Superintendent:	Phone No.	Contact Person
1. Sage Perry	405-232-7245	Jim Bradford
2. Kyle Groenewold	405-232-7245	Jim Bradford
3. Wes Ferguson	405-232-7245	Jim Bradford
4.		
5.		
These are options.	Superintendent will	depend on exact start date.

CONTRACTOR: W.L. McNatt & Company

BY: Jason Masterson

TITLE: Vice President

CERTIFICATE OF NON-DISCRIMINATION

In connection with the performance of work under this contract, the contractor agrees as follows:

A. The contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, or ancestry. The Contractor shall take affirmative action to insure that employees are treated without regard to their race, creed, color, national origin, sex, or ancestry. Such actions shall include, but not be limited to the following: Employment, upgrading, demotion or transfer, recruiting or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The contractor and sub-contractor shall agree to post such notices in a conspicuous place, available to employees and applicants for employment.

B. In the event of the contractor's non-compliance with this non-discrimination clause, the contractor may be canceled or terminated. The contractor may be declared ineligible for further contracts with the CITY OF MUSKOGEE until satisfactory proof of intent to comply shall be made by the contractor.

C. The contract agrees to include this non-discrimination clause in any sub-contracts connected with the performance of this agreement.

I have read the above stated clause and agree to abide by its requirements.

Jason Masterson
Contractor

Vice President
Title:

CERTIFICATE OF NON-SEGREGATED FACILITIES

The federally assisted construction contractor certifies that he does not maintain or provide for his employee any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated are maintained. The federally assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washroom, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin, because of habit, local custom, or other reason. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the equal opportunity clause, and that he will retain such certifications in his files.

NOTICE TO PROSPECTIVE CONTRACTORS OF REQUIREMENT FOR CERTIFICATION OF NONSEGREGATED FACILITIES:

A Certification of Non-segregated Facilities must be submitted prior to the award of a contract or subcontract exceeding $10,000, which is not exempt from the provisions of the Equal Opportunity Clause.

Certification - The information above is true and complete to the best of my knowledge and belief.

Jason Masterson, Vice President
(Please Print) Name and Title of Signatory

Jason Masterson
Signature

6.11.2026
Date

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Plan Holder Report as of 06/11/2026 01:46 PM CDT

Muskogee-Davis Regional Airport, Muskogee, OK; Construct 2-Bay or 3-Bay Box Hangar with Approach

Quest eBidDoc™ Number: 10202988

Closing Date: Thu, 06/11/2026 03:00 PM CDT **Posting Type:** Construction Project **Owner Name:** City of Muskogee **Solicitor Name:** Olsson, Inc. (Joplin, MO) **Contact:** Sheri Bartek **Phone:** 402-458.5969 **Email:** sbartek@olsson.com

Company Name & Address	Contact Name/Email Address	Phone/Fax	Bus. Cert	Bus. Desig	Entry Date	Doc Type	Comments
ConstructConnect 3825 Edwards Rd, Cincinnati, OH-45209	Eric Mills content@constructconnect.com	800-364-2059 866-570-8187		Plan Room	05/19/2026	eBidDoc	
Midland Door Solutions, LLC 1021 7th St. NE, West Fargo, ND-58078	Jason Myrvik jason@midlanddoorsolutions.com	701-277-8836 701-277-8961		Supplier	05/20/2026	eBidDoc	
Buffalo Builders, LLC 100 River Bluff Drive, Little Rock, AR-72202	Jacy M Daugherty jacy@buffalo.builders	501-301-0311 501-301-0312		Construction Manager	05/20/2026	eBidDoc	
Erect-A-Tube Inc P.O. Box 100, Harvard, IL-60033-0100	Erect-A-Tube Inc Sales@erect-a-tube.com	815-943-4091 815-943-4094		Supplier	05/20/2026	eBidDoc	
W.L. McNatt & Company 2000 E. Britton Road, Oklahoma City, OK-73131	Jason Masterson jason@wlmcnatt.com	405-232-7245 405-232-7259		Prime Bidder	05/20/2026	eBidDoc	
Williams Contracting, Inc. 4013 Tull Ave., Muskogee, OK-74403	Travis Williams travis@will-con.com	918-682-5511 918-682-5535		Prime Bidder	05/20/2026	eBidDoc	
SITE SOLUTIONS LLC P.O. BOX 529, DISNEY, OK-74340	KRIS LEHEW KRIS@SITESOLUTIONSOK.COM	918-467-0057		Prime Bidder	05/20/2026	eBidDoc	
TekTone Builders 5333 E Hwy 20, Claremore, OK-74019	Kimberly Adams Kim@tektonebuilders.com	918-695-9461		Prime Bidder	05/20/2026	eBidDoc	
Spartan Construction Management, LLC. 17301 W Colfax Ave, Golden, CO-80401	Zach Gumper zach@spartanbuilt.com	719-310-0323		Prime Bidder	05/22/2026	eBidDoc	
ePlan 1400 Forum Blvd Ste 7B, Columbia, MO-65203	Eplan Reporter eplan@eplanbidding.com	5734477130 573-355-5404		Plan Room	05/26/2026	eBidDoc	
Firebrand Construction 221 E 9th Ave, Stillwater, OK-74074	Morgan McCommas morgan@firebrandgc.com	405-612-0668 405-624-0922		Prime Bidder	05/26/2026	eBidDoc	
Ira M. Green Construction 17211 S 4170 Rd, Claremore, OK-74017	Tiffany Sapp tiffany@iramgreenconstruction.com	918-342-0840	DBE	Construction Manager	05/28/2026	eBidDoc	
Custom Pavement Maintenance & Safety LLC 4915 Alma HWY, Van Buren, AR-72957	Julie Becker julie@custompavement.com	479-262-6160		Subcontractor	05/31/2026	eBidDoc	
KIRK AIRPORT SOLUTIONS, INC. 20939 WATERSIDE DRIVE, LAGO VISTA, TX-78645	RANDY KIRK RKIRK@KIRKAIRPORTSOLUTIONS.COM	815-263-3403 888-958-2535		Supplier	06/08/2026	eBidDoc	
Koehn Construction Services 1111 N 2nd St, Fredonia, KS-66736	Brandon Koehn brandon@koehncs.com	(970) 433-5342		Prime Bidder	06/09/2026	eBidDoc	

Koehn CONSTRUCTION SERVICES

Brian Coomes, P.E.
Olsson

RE: Construct 2-Bay or 3-Bay Box Hangar with Approach
Muskogee-Davis Regional Airport (MKO)
AIP Project No. 3-40-0062-020-2026

Mr. Coomes,

This letter is provided in response to your request for clarification regarding certain technical items identified within Koehn Construction Services, LLC's bid proposal submitted for the referenced project.

1. Koehn Construction Services, LLC acknowledges receipt of Addendum No. 2 as indicated within our bid proposal and agrees with the items identified in your correspondence regarding the revised proposal form.

Specifically, Koehn Construction Services acknowledges and agrees that:

a. The quantity associated with Bid Item No. 15 remained unchanged between the original proposal form and the revised proposal form issued with Addendum No. 2.

b. Koehn Construction Services completed and submitted its bid using the original proposal form.

c. Koehn Construction Services acknowledged receipt of Addendum Nos. 1, 2, and 3 within its bid submission.

d. Koehn Construction Services acknowledges the corrections made by Addendum No. 2, including the correction of the unit designation for Bid Item No. 15 from "EA" to "LF" and the correction to the title of Bid Item No. 119 to accurately reflect the number of bi-fold doors. It was always Koehn Construction Services' intent to bid the project in accordance with the plans, specifications, and all issued addenda, including these corrections. These clerical corrections do not alter, modify, or impact Koehn Construction Services' bid price in any manner.

2. Bid Item No. 113

Bid Item No. 113 was inadvertently left blank within the proposal form. Koehn Construction Services confirms that it will include this item at no additional cost to the Owner and agrees that a unit price and total price of $0.00 may be utilized for Bid Item No. 113.

3. Bid Item No. 114

Koehn Construction Services acknowledges that Bid Item No. 114 was submitted with a unit price of $118.11 and an extended total amount of $4,251.06. In accordance with the Instructions to Bidders, where a discrepancy exists between a unit price and an extended amount, the unit price shall govern.

Accordingly, Koehn Construction Services acknowledges that the bid amount for Bid Item No. 114 shall be interpreted as $118.11 in accordance with the Instructions to Bidders and accepts such interpretation.

4. Project Supervision Roster

At the time of bid, Koehn Construction Services anticipated a substantial period between bid award and commencement of on-site construction activities due to funding and anticipated procurement lead times associated with the pre-engineered metal building package and related materials. As a result, final assignment of field supervision personnel had not yet been determined and may ultimately vary based upon project scheduling, personnel availability, and workload at the time construction activities commence.

The omission of this information was not intended to exclude supervision personnel from the project. A completed Project Supervision Roster is enclosed.

5. Similar Project Experience and References

A list of recent projects of similar size, complexity, and scope is enclosed for review and evaluation. These projects demonstrate Koehn Construction Services' experience with pre-engineered metal buildings, aviation-related facilities, commercial construction, site development, utility installation, and concrete construction.

Koehn Construction Services appreciates the opportunity to provide clarification regarding these items. It is our position that the matters identified above are clerical and technical in nature and do not alter the scope, intent, responsiveness, or pricing of our bid proposal. Our intent remains to furnish all labor, materials, equipment, and services necessary to complete the project in accordance with the plans, specifications, contract documents, and all issued addenda.

Please contact us if any additional information is required.

Sincerely,

KOEHN CONSTRUCTION SERVICES, LLC

Brandon Koehn

Authorized Representative

Title: Sales Manager

PO Box 420 • 1111 N 2nd
Fredonia, Kansas 66736
P 620.378.3002

1420 N 105th E Ave
Tulsa, Oklahoma 74116
P 918.221.3600

PROJECT SUPERINTENDENT
AND SUPERVISION ROSTER

In accordance with Article 7.01 of the General Conditions, the following individual or individuals will be assigned to this project as resident superintendent and Contractor's representative at the work site (Contractor complete):

Resident Superintendent:	**Phone No.**	**Contact Person**
1. Craig Pervin	620 212 3575	Craig Pervin
2. Brett Smith	918 883 1430	Brett Smith
3.		
4.		
5.		

CONTRACTOR: Koehn Construction Services, LLC

BY: 

TITLE: Sales Manager

Koehn CONSTRUCTION SERVICES

Experience & References

Manufacturing Projects

Pitt-Plastics
1400 E Atkinson Ave, Pittsburg, KS 66762
620-230-5788
Nick Cook
200,000 SF of new office and warehouse space.
$13,650,000 total cost
Project Start April 24
Project Complete April 25
Design/Build and GMP Project
Kenyon Peachey, Superintendent
Brett Smith, Project Manager

Cobalt Boats
1715 N 8th St., Neodesha, KS 66757
865-388-3182
Chad Tillery
42,000 SF of additional mfg. space with multiple overhead cranes.
$2,500,000 total cost
Project Start June 19
Project Complete November 19
Design/Build and GMP Project
Randy Ensz, Superintendent
Joel Schaper, Project Manager

Neodesha Plastics
1206 Worley Drive, Neodesha, KS 66757
620-330-3950
Mitcheal Pietz
60,000 SF of new mfg. and warehouse space.
$1,700,000 total cost
Project Start January 21
Project Complete July 21
Design/Build and GMP Project
Seth Herring, Superintendent
Joel Schaper, Project Manager

M&H Gas
13013 US 40 Hwy, Independence, MO 64055
816-350-3355
Ron McLain
9,600 SF of new warehouse space.
$660,000 total cost
Project Start June 23
Project Complete September 23
Design/Build and GMP Project
Kenyon Peachey, Superintendent
Brett Smith, Project Manager

Ameristar Perimeter Security
5717 N. Mingo, Rd, Tulsa, OK 74117
918-671-2675
Lisa Malone
8.75 Acres of Concrete Paving and Office removal project
$7,300,000 total cost
Project Start September 25
Project Complete February 26
Plan and Spec Project
Jorge Berchelt, Superintendent
Brett Smith, Project Manager

Vector Tooling Technologies
22245 C St, Winfield, KS 67156
620-660-5612
Brandon Every
27,300 SF Crane Building
$3,800,000 total cost
Project Start September 24
Project Complete March 25
Design/Build Project
Sylvan Litwiller, Superintendent
Brett Smith, Project Manager

Airport Projects

Bartlesville Box Hanger
401 Wiley Post Rd, Bartlesville, OK 74003
405-612-8777
Chris Batchelder
$5,100,000 total cost
New City Owned Box Hanger
Project Start November 25
Project Completion October 26
Plan and Spec
Alec Beachy, Superintendent
Tyler Strickland, Project Manager

Textron Aviation
One Cessna BLVD, Independence, KS 67301
316-517-4796
Brad Unruh
6,800 SF of new mfg. space.
$1,987,000 total cost
Project Start October 23
Project Complete July 24
Plan and Spec Project
Sylvan Litwiller, Superintendent

Public Works Committee **21.**

Meeting Date: 07/13/2026
Submitted For: Sarah Winkle, Planning
Initiator: Sarah Winkle, Director of Planning and Community Development
Department: Planning
Staff Information Source:

Information

AGENDA ITEM TITLE:

Consider approval to award the city demolition contract to Five Star Demolition, LLC, for the lowest and/or best bid of $3.08 per square foot, or take other necessary action. (Sarah Winkle)

BACKGROUND:

The Planning Department requested bid proposals for the city demolition contract.
The bid request was advertised in the Muskogee Phoenix Newspaper on June 13, 2026, and on the City website starting on February 13, 2026. The bidding closed on June 29, 2026 with one bid being received.
Five Star Demolition, LLC, was the lowest and/or best bid at $3.08 per square foot.

Five Star is a local bidder who has been a long-time vendor with approved work and is the current contractor who has accommodated the City in a previous demolition contract due to the rebuilding of the program in previous years. All attempts and communication were made to receive more than one bidder submission to no avail. Due to the acceptable price and work history with the City of Muskogee, Five Star Demolition, LLC is recommended.

RECOMMENDED ACTION:

Approve and award the contract for the lowest and/or best bid to Five Star Demolition, LLC, in the amount of $3.08 per square foot.

Fiscal Impact

Attachments

Bid Tabulation
Bid Packet Five Star

Tabulation Sheet

City of Muskogee

Demolition Services

Bid Item: Contract

Date: June 29, 2026 3PM

Department: Planning

Approved by Purchasing: _____

Approved by City Council: _____

Vendors:	Five Star Demo						
Price per sq foot	3.08						

Witnessed by:

Sarah Winkle

Beverly Hetzner

Approved by:

INVITATION FOR SEALED PROPOSALS
FOR
CITY OF MUSKOGEE
229 W. OKMULGEE MUSKOGEE, OK. 74401

DATE OF OPENING & DESCRIPTION OF PROPOSAL MUST APPEAR ON THE LOWER LEFT OUTSIDE CORNER OF BID ENVELOPE AND ALL RELATED CORRESPONDENCE.

DATE OF OPENING:	PROPOSAL/BID ITEM:
June 13, 2026	Demolition Services Contract

BID MUST BE IN THE CITY CLERK'S OFFICE AT ABOVE ADDRESS BY 3:00 P.M. ON JUNE 29, 2026

PLEASE READ TERMS AND CONDITIONS BEFORE COMPLETING FORM

THE CITY OF MUSKOGEE WILL ACCEPT SEALED PROPOSALS FOR THE FOLLOWING:

DEMOLITION SERVICES

AS PER ATTACHED SPECIFICATIONS

FOR FURTHER INFORMATION PLEASE CONTACT: SARAH WINKLE (918) 684-6370

MAKE SURE ALL LEGAL DOCUMENTS ARE FILLED OUT AND RETURNED WITH BID

MUST BE SIGNED BY AUTHORIZED AGENT TO BE VALID

FIRM NAME Five Star Demolition BY Dalton Clay

STREET 8152 Wainwright Rd. TITLE Owner

CITY Oktaha STATE OK ZIP 74450 PHONE 918.485.5903 FAX DATE 6/29/26

Bid

P.O BOX 158
Oktaha,OK 74450
918*682*3013

DATE: June 29, 2026

Bid For:
City of Muskogee- Planning Department- Sarah Winkle

DESCRIPTION		AMOUNT
City demo contract bid	price per SqFt	$ 3.08
Muskogee Contract Holer- Year 2021,2022,2023,2024,2025		
	TOTAL	$3.08

THANK YOU FOR YOUR BUSINESS!

FIVE STAR DEMOLITION

1994 Caterpillar D6 Dozer

2019 Hitachi 135-6 Excavator

1995 John Deere 6300 Tractor

2006 Caterpillar CP433E Roller

2017 John Deere 700K Dozer

2008 P&J Gooseneck Trailer

2006 Pitts Lowboy Trailer

200 Entyre Lowboy Trailer

1994 MTS Gooseneck Trailer

2007 Kubota 105S Tractor

1988 John Deere 672 Grader

2004 John Deere 370 Excavator

2023 Volvo EL 160-EL Excavator

2026 R66 Food Trailer

2018 John Deere 300 G

1999 John Deere 9400 Tractor

2x 2021 Western star Rolloff Trucks

2021 Frieghtliner Rolloff Truck

25 Demo Rolloff boxes

918-682-3013

P.O. BOX 158
Oktaha, Ok 74450

fivestardemorolloff@icloud.com

BIDDER AFFIDAVIT – TITLE 74 O.S. (1974 SUPP.) 85.22-85.25

STATE OF OKLAHOMA
} SS
COUNTY OF Muskogee

Dalton Clay, OF LAWFUL AGE, BEING FIRST DULY SWORN, ON OATH SAYS, THAT HE/SHE IS THE AGENT AUTHORIZED BY THE BIDDER HAS NOT BEEN A PARTY TO ANY COLLUSION AMONG BIDDERS IN REATRAINT OF COMPETITION BY AGREEMENT TO BID AT A FIXED PRICE OR TO REFRAIN FROM BIDDING; OR WITH ANY MUNICIPAL OFFICIAL OR EMPLOYEE AS TO QUANTITY, QUALITY OR PRICE IN THE PROSPECTIVE CONTRACT, OR ANY OTHER TERMS OF SAID PROSPECTIVE CONTRACT; OR IN ANY DISCUSSIONS BETWEEN BIDDERS AND MUNICIPAL OFFICIAL CONCERNING EXCHANGE OF MONEY OR OTHER THING OF VALUE FOR SPECIAL CONSIDERATION IN THE LETTTING OF A CONTRACT.

Dalton Clay
SIGNATURE

SUBSCRIBED AND SWORN TO BEFORE ME THIS 29 DAY OF June 20__.

MY COMMISION EXPIRES August 31, 2026.

Marigail Pitman
NOTARY PUBLIC (OR CLERK OR JUDGE)

MARIGAIL PITMAN NOTARY PUBLIC Commission # 02014614 My Commission Expires 08-31-2026 STATE OF OKLAHOMA

CITY OF MUSKOGEE

BUSINESS RELATIONSHIPS AFFIDAVIT

STATE OF Oklahoma)

SS

COUNTY OF Muskogee)

Dutton Clay. OF LAWFUL AGE, BEING FIRST DULY SWORN, ON OATH, SAYS (S)HE IS THE AGENT AUTHORIZED BY THE BIDDER TO SUBMIT THE ATTACHED BID. AFFIANT FURTHER STATES THAT THE NATURE OF ANY PARTNERSHIP, JOINT VENTURE, OR OTHER BUSINESS RELATIONSHIP PRESENTLY IN EFFECT OR WHICH EXISTED WITHIN ONE (1) YEAR PRIOR TO THE DATE OF THIS STATEMENT WITH THE ARCHITECT, ENGINEER, OR OTHER PARTY TO THE PROJECT IS AS FOLLOWS:

None

AFFIANT FURTHER STATES THAT THE NAMES OF ALL PERSONS HAVING ANY SUCH BUSINESS RELATIONSHIPS AND POSITIONS THEY HOLD WITH THEIR RESPECTIVE COMPANIES OR FIRMS ARE AS FOLLOWS:

None

Dutton Clay
SIGNATURE

IF NONE OF THE BUSINESS RELATIONSHIPS HEREIN ABOVE MENTIONED EXIST, AFFIANT SHOULD SO STATE)

SUBSCRIBED AND SWORN TO BEFORE ME THIS 29 DAY OF June, 2026.

Marigail Pitman
NOTARY PUBLIC

MARIGAIL PITMAN NOTARY PUBLIC Commission # 02014614 My Commission Expires 08-31-2026 STATE OF OKLAHOMA

MY COMMISSION EXPIRES: August 31, 2026

NONCOLLUSION AFFIDAVIT

STATE OF Oklahoma)
COUNTY OF Muskogee)

Dutton Clay, of lawful age, being first duly sworn, on oath says, that (s)he is the agent authorized by Five Star Demolition, the contractor herein, to submit the attached bid to the City of Muskogee. Affiant further states that the said contractor has not paid, given or donated or agreed to pay, give or donate to any officer or employee of the City of Muskogee any money or thing of value, either directly or indirectly, for special consideration in the letting of a contract.

Dutton Clay
Signature

Subscribed and sworn to me this 29 day of June, 2026

Marigail Pitman
Notary Public

MARIGAIL PITMAN NOTARY PUBLIC Commission # 02014614 My Commission Expires 08-31-2026 STATE OF OKLAHOMA

My commission expires: August 31, 2026

INTEREST AFFIDAVIT

STATE OF OKLAHOMA

} SS

COUNTY OF MUSKOGEE

Dustin C Pitman, OF LAWFUL AGE, BEING DULY SWORN, STATES THAT (S)HE IS THE AGENT AUTHORIZED BY THE BIDDER TO SUBMIT THE ATTACHED BID. AFFIANT FURTHER STATES THAT NO OFFICER OR EMPLOYEE OF THE CITY OF MUSKOGEE EITHER DIRECTLY OR INDIRECTLY, OWNS ANY INTEREST IN THE BIDDER'S BUSINESS.

AFFIANT FURTHER STATES THAT THE FOLLOWING OFFICERS AND/OR EMPLOYEE OF THE CITY OF MUSKOGEE HAVE SOME DIRECT OR INDIRECT INTEREST IN THE BIDDER'S BUSINESS.

None

BY _____
SIGNATURE

Owner
TITLE

SUBSCRIBED AND SWORN TO BEFORE ME THIS 29 DAY OF July, 26

MARGAIL PITMAN NOTARY PUBLIC Commission # 02014614 My Commission Expires 08-31-2026 STATE OF OKLAHOMA

Margail Pitman
NOTARY PUBLIC

MY COMMISSION EXPIRES: August 31, 2026

Public Works Committee **22.**

Meeting Date: 07/13/2026
Initiator: Kristal McClain, PW Office Admin II
Department: Public Works
Staff Information Source:

Information

AGENDA ITEM TITLE:

Consider approval of Sourcewell pricing from Stewart Martin Equipment in the amount of $119,015.18, for the purchase of one (1) Kubota M6-131DTC-F-1 4WD Cab Tractor with attachments, for use in the Environmental Control Division in Public Works, or take other necessary action. (Mike Stewart)

BACKGROUND:

This is a budgeted item in Capital Outlay. We use this type of tractor for pulling a 15ft brush hog on the Turnpike, Shawnee, Peak Blvd, South Main, 69 Highway, and other large mowing areas.

This equipment is essential for efficiently cutting grass in challenging areas such as tight corners and ditches. When compared to zero-turn mowers, tractors allow for the maintenance of larger areas in a shorter timeframe. This type of tractor plays crucial role in our daily operations during the mowing season, which runs from March through late November, depending on weather conditions.
Given the demanding nature of our work, having a backup tractor is vital. If one tractor goes down, we need to be able to quickly switch to another to ensure that mowing continues without interruption. Delays in mowing can lead to an unkempt appearance for the city, impacting its overall presentation and attractiveness. Maintaining our equipment and having reliable backups is key to keeping our operations running smoothly and meeting community expectations.
In addition, regular maintenance of our tractors not only extends their lifespan but also enhances performance, ensuring that we can tackle our mowing tasks efficiently throughout the season. By investing in our equipment and having contingency plans in place, we can uphold the aesthetic standards of the city and provide a well-maintained landscape for residents and visitors alike.

We have requested this to come from the Stewart Martin location in Muskogee.

RECOMMENDED ACTION:

Approval of purchase.

Fiscal Impact

FUNDING SOURCE:

213-6020-441.61-00 project # 276002

Attachments

Sourcewell

quote

OKLAHOMA
Office of Management
& Enterprise Services

Statewide Contract Addendum

This addendum is added to and is to be considered part of the subject contract.

Statewide Contract #: SW0196NE
PeopleSoft Contract ID: 0-6815
Contract Title: Ground Maintenance equip & services.
Contract Issuance Date: 02/07/2023
Contract Supplier: NEWTON EQUIPMENT LLC
Addendum # 1
Addendum Date: 01/30/2024

OMES Point of Contact:

Contracting Officer: Cini Zacharia
Phone Number: 405-522-9078
E-mail address: Cini.zacharia@omes.ok.gov

Addendum Information:

This addendum#1 is issued inform the contract renewed for the period of 2024-2025 for SW0196NE. Ground Maintenance equip & services.
Contract Period: 02/07/2023 through 02/06/2025
Agreement Period: 02/07/2023 through 02/06/2028

STEWART MARTIN KUBOTA SALES & LEASING

Stewart Martin Equipment
2509 S 32nd St
Muskogee, OK 74401
Phone: 918.683.1000
www.stewartmartinequipment.com

Whole Goods
Sales Invoice

SW0196NE

Sold To: CITY OF MUSCOKEE **Phone:** **Date:** July 7, 2026
Address: JASON GREEN **Salesperson:**
City: **State:** **Zip Code:** **County:**
Email:

Customer Pick-Up:		**Cash / Check #:**	
Delivery:		**PO #:**	
Delivery Miles:		**Finance Term:**	

Extended Warranty:		
No Ext:	1 Year:	2 Years:

I (We), the undersigned, hereby order from Dealer the equipment described below, to be delivered as shown below. This order is subject to Dealer's ability to obtain such Equipment from the manufacturer and Dealer shall be under no liability if delivery of the Equipment is delayed or prevented due to labor disturbance, transportation difficulties, or any reason beyond Dealer's control. The price shown below is subject to Dealer's receipt of the Equipment prior to any change in price by the manufacturer. It is also subject to any new or increased taxes imposed upon the sale of the Equipment after the date of the order.

Qty	New/Used	Description	Serial #	Stock #	Amount
1	NEW	KUBOTA M6-131DTC-F-1 4WD CAB TRACTOR		LIST	$132,831.00
		420/70R24 FRONT, 520/70R38 CAST REAR	LESS STATE DISCOUNT	18%	($23,909.58)
		AM/FM, 3 HYD REMOTES, TINTED WINDOWS			
1	NEW	LA2255 LOADER WITH BUCKET AND GRILL		LIST	$15,968.00
		GUARD	LESS STATE DISCOUNT	18%	($2,874.24)
			STEWART MARTIN DISCOUNT		($3,000.00)

I (We) offer to sell, transfer, and convey the following item(s) at or prior to the time of delivery of the above Equipment, as a "trade-in" to be applied against the cash price. Such item(s) shall be free and clear of all security agreements, liens, and encumbrances at the time of transfer to you. The following is a description and the price to be allowed for each item.

Sales Tax @:	0.000%	$0.00
Delivery		
Cash Price		$119,015.18
Cash with Order		
Trade-In		$0.00
Total: Cash & Trade		$0.00
Unpaid Cash Balance		$119,015.18
Other Charges		
Balance Due		$119,015.18

PRICES LISTED INCLUDE ALL APPLICABLE BONUSES, INCENTIVES, AND REBATES

Trade-In Information

Qty	Make	Description	Serial #	Amount

Complete this section when tractors are sold. Statistics show that severity of injuries are greatly reduced and fatalities practically eliminated through use of ROPS and a seat belt if a tractor overturns. I have been advised and understand that the use of ROPS and a seat belt are recommended n alost all applications.

Signature of Purchaser _____

Trade-In Allowance	$0.00
Less Amount Owed:	
Net Trade-In Allow:	$0.00

I (We) promise to pay the Balance Due shown above in cash, or to execute a Time Sale Agreement (Retail Installment Contract), or a Loan Agreement, for the purchase price of the Equipment, plus additional charges shown thereon or execute a Lease Agreement, on or before delivery of the Equipment ordered herein. Despite physical delivery of the Equipment, title shall remain in the seller until one of the foregoing is accomplished.

THANK YOU - WE APPRECIATE YOUR BUSINESS!!

Received By _____ Date Signed _____

Warranty Information: For New Equipment, please see the manufacturer's warranty statement for details. For Used Equipment, Equipment is sold "AS-IS" with no warranties either expressed or implied.

Dry - Drive Clutches and Slip Clutches are not covered by manufacturer's warranty.

I _____ am engaged in the business of farming, and the farm machinery and equipment I have purchased will be exclusively and directly used in the agriculture production of food or fiber as a business. I am aware that any false representation made by me in an attempt to purchase farm machinery and equipment free from Oklahoma sales tax is a misdmeanor.

NOTICE: Equipment may be equipped with telematics hardware and software ("Telematics") that transmit data to Kubota.

If you wish to opt-out of telematics, please Initial here: _____

WE LOOK FORWARD TO SEEING YOU AT ANY OF OUR LOCATIONS!
OKMULGEE - MUSKOGEE - BIXBY - BROKEN ARROW

Public Works Committee **23.**

Meeting Date:	07/13/2026		
Submitted For:	Kendal Francis, City Manager	**Initiator:**	Kendal Francis, City Manager
Department:	City Manager		
Staff Information Source:			

Information

AGENDA ITEM TITLE:

Consider approval of the proposal from the Muskogee Skykings to renovate the former City Teen Center property located at 322 Callahan, 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, which is a facility better suited to meeting the needs of the young people in Muskogee.

In April 2026, the City Council designated the Callahan property as surplus and directed staff to issue a Request for Proposals to determine the best future use of the building and the best outside entity to carry out that function. Additionally, a committee consisting of council members Reed, HIlton-Flanary, Martindale, & Cranford was established to review the proposals, and make a recommendation to City Council.

1 proposal was received from the Muskogee Skykings basketball team.

The RFP committee rated the proposal based on scoring criteria, including, but not limited to, the economic benefit to the city from the transfer; value of proposed future use to the citizens of Muskogee; the organization's history in successfully performing the proposed work; and overall responsiveness to the RFP.

The committee was overwhelmingly in favor of the proposal.

RECOMMENDED ACTION:

Approve the proposal.

Fiscal Impact

Attachments

Skykings Proposal

Muskogee Armory Proposal
Submitted: May 29, 2026

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Proposed by:
Jonathan Reed
Owner - OnPoint Hoops Corporation
TMO - Muskogee Skykings
500 N Admire Ave
El Reno, OK 73036
405-816-2806
jreed@onpointhoops.com

Subject: Proposal for the Transfer and Revitalization of the Muskogee Armory Building into the Skykings Practice Facility and Young Adult Training Center

Executive Summary

OnPoint Hoops Corporation and the Muskogee Skykings organization respectfully submits this proposal to the City of Muskogee requesting the donation and transfer of ownership of the historic Muskogee Armory building. Our vision is to fully revitalize this property into a dual-purpose headquarters: the official practice facility for the Skykings professional basketball team and a state-of-the-art Training Center tailored specifically for Young Adults (ages 18-25). This initiative relieves the City of the ongoing maintenance of an underutilized property while transforming it into a hub for sports, economic development, and community empowerment.

1. About the Organization

Established in May 2006 following Jonathan Reed's distinguished international career, OnPoint Hoops Corporation was founded to deliver premier basketball instruction to athletes in rural and low-income communities. During its inaugural phase, the organization utilized recreational facilities across the Oklahoma City metro, ensuring accessibility by allowing players to earn training through participation in life skills workshops or local youth services. The program expanded in 2007 with the introduction of youth development teams, emphasizing "game time application" to translate technical drills into competitive success. By 2008, the launch of the Pro Development Program provided collegiate graduates with elite training and consulting to secure professional contracts, followed by the 2009 opening of OnPoint Prep Academy. This academy supports high school graduates in achieving collegiate scholarships through a comprehensive curriculum of academic assistance, leadership development, and intensive skill training. In 2012, the organization acquired the historic Booker T. Washington school in El Reno, OK, dedicating six years to revitalizing the site into a multi-use complex featuring a regulation court, strength center, media labs, and residential spaces. Today, OnPoint Hoops remains a cornerstone of regional growth, fostering the continued advancement of its prep academy, youth initiatives, and professional athletic divisions.

The Muskogee Skykings are a professional basketball organization that found its home in Muskogee in 2026 and is deeply committed to growing the relationship with the community and advancement of our region. Through our non-profit 501(c)(3) community foundation arm, OnPoint Sports Association, we want to leverage the power of sports to uplift the next generation.

- **Our Mission:** OnPoint Hoops Corporation in conjunction with OnPoint Sports Association's purpose is to offer instructional programs that are dedicated to teaching sport fundamentals and proper techniques. Our emphasis is on developing lifelong habits of physical fitness, sportsmanship, teamwork and personal growth in a positive and safe environment. OPH and OSA is committed to developing and promoting the ideals of responsibility, hard work, dedication and perseverance so players learn the true meaning of being an athlete.
- **Our Track Record:** We currently own and operate a 40,000 square foot historical building in El Reno, OK. This facility was purchased in 2011 and has been renovated and restored and we are successfully running programs out of it. We have long standing basketball programs that facilitate camps, teams and other community driven activities. Some of these programs include a post graduate academy that has placed 176 players in colleges and universities across the country. We host at least 7 youth camps per year along with youth skills training and teams. We host multiple youth and adult tournaments per year. We teach leadership and financial literacy to young adults and we use the facility as the practice facility for our sister TBL team the Enid Outlaws. The future of this facility is evolving as we continue to add programs. (See Addendum A for pics of facility in El Reno, Ok)

2. The Community Need

While Muskogee currently benefits from an active and successful teen center for our younger youth, there is a distinct and critical gap in dedicated programming and facilities for young adults aged 18 to 25. As these individuals transition out of high school and outgrow teen-focused programs, they are left at a critical juncture without a centralized support system. Many face immediate barriers to finding stable careers, learning trade skills, or accessing higher education. At the same time, the Skykings require a dedicated, professional-grade facility to train our athletes and grow our organization locally. By combining these needs into one centralized hub, we bridge the gap for our 18-25 demographic—preventing the loss of our future workforce to other regions—while anchoring a professional sports entity right here in Muskogee.

3. The Vision: A Synergistic Hub for Athletics and Young Adults

We propose transforming the Armory into a multi-use training and development center. The facility's unique size and layout make it perfectly suited for:

- **Professional Athletics & Mentorship:** Serving as the official practice court, strength training, and film-review facility for the Skykings. This creates a unique environment where professional athletes train under the same roof as the young adults they mentor. •

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- **Recreation & Wellness:** Upgrading the open drill floor/gymnasium to professional basketball standards, which can also be utilized for adult leagues, community clinics, tournaments, and wellness events.
- **Vocational & Technical Training:** Dedicated spaces for hands-on workshops, computer labs, and career development services specifically tailored to the 18-25 age group entering the workforce.
- **Career & Resume Development:** Offices for interview coaching, financial literacy classes, trades exploration, and direct job placement services.

4. Why the Armory Building?

The Muskogee Armory is a piece of local history, but vacant historic buildings can quickly become financial burdens and safety liabilities for a municipality. By transferring ownership to OnPoint Hoops Corporation and the Skykings, the building's legacy of "serving the community" is preserved. Its robust architecture and large open gymnasium space make it the ideal canvas for a professional basketball court and training facility without requiring ground-up construction.

5. Benefits to the City of Muskogee (Return on Investment)

OnPoint Hoops Corporation and the Skykings will purchase the Armory on record, for $1.00 and other valuable considerations but will also provide immediate and long-term benefits to the City.

- **Financial Relief:** Eliminates the City's ongoing costs for maintenance, security, and insurance on an empty or underutilized structure.
- **Civic Pride & Economic Impact:** Anchors a professional sports team's daily operations within city limits, driving local engagement, team pride, and potential economic spillover for nearby businesses.
- **Workforce Development:** Creates a pipeline of trained, job-ready young adults to meet the needs of local Muskogee employers, directly addressing the post-high school resource gap.
- **Historic Revitalization:** Restores a blighted or empty historic property, improving the aesthetic and property value of the surrounding neighborhood.

6. Funding and Sustainability

OnPoint Hoops Corporation and the Skykings will assume all financial responsibility for the renovation, gym floor upgrades, upkeep, and programming of the facility. We have developed a comprehensive funding strategy that includes:

- **Private Capital & Team Revenue:** OnPoint Hoops Corporation and the Muskogee Skykings will use program and team revenue along with private funding to help support the financial responsibility of the facility.
- **Grants:** A grant writer will be assigned to apply for state and federal grants.
- **Community Partnerships:** We will partner with local organizations and foundations to help support building renovations and programming.

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7. Project Timeline

The current plan is to renovate the Armory in phases.

- **Phase 1:** Repair roof over the gymnasium and repair of basketball court.
  - Funding source: OnPoint Hoops business capital and private investors
  - Project cost: Roof - $93k + Interior gym floor/renovations - $52k = $145k
  - Projected completion time: 180 days
- **Phase 2:** Repair the center portion of flat roof and interior cosmetic renovations to lobby and offices
  - Funding source: Grants, sponsorships and fundraiser events
  - Project cost: Roof - $28k + Interior office/lobby renovations - $18k = $46k
  - Projected completion time: 180 days after completion of previous phase
- **Phase 3:** Repair of roof on east and west wings
  - Funding source: Grants, sponsorships and fundraiser events
  - Project cost: West roof - $74k + East roof - $50k = $124k
  - Projected completion time: 180 days after completion of previous phase
- **Phase 4:** Exterior resurface of south side (front) of building and interior renovations of east and west wings.
  - Funding source: Grants, sponsorships and fundraiser events
  - Project cost: Interior renovations of east and west wing - $134k
  - Projected completion time: 180 days after completion of previous phase

Conclusion

OnPoint Hoops Corporation and the Skykings organization is ready to turn the Muskogee Armory into a premier athletic facility and a beacon of opportunity for our city's young adults. We request the opportunity to present this proposal formally at an upcoming City Council meeting to discuss the logistics of the property transfer and answer any questions. Thank you for your time, your service to Muskogee, and your consideration of this transformative community project.

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Addendum A: Renovation of OnPoint Academy in El Reno, OK

Before Renovations:








After Renovations:








City of Muskogee
229 W. Okmulgee Ave.
Muskogee, OK 74401

CITY OF MUSKOGEE, OKLAHOMA

REQUEST FOR PROPOSALS (RFP)

REPURPOSE OF CITY PROPERTY

Formerly known as the "Teen Center"
322 Callahan
Muskogee, OK 74403

Statement of Proposals due: May 29, 2026 @ 4:30 p.m.

Kendal Francis
City Manager
City of Muskogee, Oklahoma
kfrancis@muskogeeok.gov

PUBLISHED IN THE MUSKOGEE DAILY PHOENIX ON:

TUESDAY, MAY 5, 2026

REQUEST FOR PROPOSAL FOR:

REPURPOSE OF CITY PROPERTY

CITY OF MUSKOGEE, OKLAHOMA

The City of Muskogee, Oklahoma is seeking proposals from interested parties for the future use of a city-owned building located at 322 Callahan, which formerly housed Teen Center programs.

The intent of the RFP is to transfer ownership of 322 Callahan to an entity outside of the city government.

REPURPOSE OF CITY PROPERTY
322 CALLAHAN
MUSKOGEE, OK 74403

The City will hold a pre-submission conference for any and all interested applicants on **Thursday, May 14, 2026 @ 3:00 p.m.** The meeting will be located at 322 Callahan, Muskogee, OK 74403.

The deadline for submission of RFP is **Friday, May 29, 2026 @ 4:30 p.m.,** and shall be turned in to the City Clerk's office located at City Hall 1st floor or mailed to City Hall, Attention: City Clerk's Office, 229 W. Okmulgee Ave., Muskogee, OK 74401. Reference: "RFP Repurpose of City Property, 322 Callahan" along with Due Date and Time on the front of the envelope.

IF YOU HAVE ANY QUESTIONS OR WOULD LIKE A COPY OF THE RFP PACKET, PLEASE CONTACT Kendal Francis, City Manager, kfrancis@muskogeeok.gov, OR VISIT THE CITY WEBSITE, **muskogeeok.gov/departments/purchasing/RFQ, RFP, Bids,** to download and print the packet.

For questions or information pertaining to the Request for Proposal please contact Kendal Francis, City Manager, kfrancis@muskogeeok.gov.

All questions related to this RFP must be submitted in writing via email no later than **Wednesday, May 20, 2026,** to allow time for response, and emailed to Kendal Francis, City Manager, kfrancis@muskogeeok.gov.

The City of Muskogee reserves the right to award this RFP to the organization that best meets the criteria outlined herein, which will not necessarily be the organization offering the highest price.

The City of Muskogee and Selection Committee, reserves the right to accept and reject any or all proposals, waive informalities, and select the firm deemed to be in the best interest of the City of Muskogee.

Ashley Wallace
Project Designer
City of Muskogee, Oklahoma

City of Muskogee
229 W. Okmulgee Ave.
Muskogee, OK 74401

SCOPE OF PROPOSAL:

The City of Muskogee is seeking proposals from interested parties for the future use of a city-owned building located at 322 Callahan, which formerly housed Teen Center programs. In April 2026, City Council declared the building at 322 Callahan surplus and initiated an RFP process to determine the best future use of the building.

The intent of this RFP is to transfer ownership of 322 Callahan to an entity outside of the city government. The transfer can occur by sale or other considerations.

Kendal Francis
City Manager
City of Muskogee, Oklahoma
kfrancis@muskogeeok.gov

City of Muskogee
229 W. Okmulgee Ave.
Muskogee, OK 74401

Proposals should include three (3) distinct and well-organized sections of information.

1) **Financial benefit to the City of Muskogee:** This should include the amount proposed to be paid to the city for 322 Callahan. Submissions must include financial documentation of the organization's demonstrated ability to pay the proposed amount.

2) **Value of proposed future use to the Citizens of Muskogee:** This should include a narrative detailing what activities the business or non-profit will conduct on the premises, what capital investments will be made to improve 322 Callahan and other factors the proposing organization deems relevant under this category. This should include:
   a) A detailed description of the type of operation being proposed including hours of operation, services provided, items to be sold, and targeted customers.
   b) The public need that will be met, and a detailed explanation of how this will be accomplished.
   c) A plan for renovation of the building for the proposed use. This plan should include:
      i. Sketches or drawings of interior and/or exterior renovations including a floor plan illustrating your concept.
      ii. Estimated costs for improvements, including a description of all proposed physical improvements, equipment, and other investments you intend to make and the timeframe for making those improvements.

3) **Organization History and Reference/Case Studies:** This should include information specific to the proposing organization and the organization's history of performing the activities proposed for future use of 322 Callahan.

   a. Name and address of the proposing organization.
   b. Names of the principals of the organization.
   c. A financial, operating plan that demonstrates the organization's ability to sustain the property.

Kendal Francis
City Manager
City of Muskogee, Oklahoma
kfrancis@muskogeeok.gov

d. Personal and professional references for the company and/or principals of the organization that can support the organization's ability to fulfill the proposed plan.
e. Description of the Proposer's experience developing similar projects elsewhere.

Evaluation and Selection Process:

The City of Muskogee reserves the right to award this RFP to the organization that best meets the criteria outlined herein, which will not necessarily be the organization offering the highest price.

The City of Muskogee will review all proposals and may invite selected vendors for interviews. The City of Muskogee and Selection Committee, reserves the right to accept and reject any or all proposals, waive informalities, and select the firm deemed to be in the best interest of the City of Muskogee.

The vendor with the successful proposal will be required to contract with the City and execute all necessary warranties on the work.

Responsiveness to the RFP will be judged based on a proposals thoroughness in meeting required criteria for evaluation.

Kendal Francis
City Manager
City of Muskogee, Oklahoma
kfrancis@muskogeeok.gov

City of Muskogee
229 W. Okmulgee Ave.
Muskogee, OK 74401

Proposed Scoring:

Responsiveness to the RFP:	10 points
Financial benefit to the City of Muskogee:	10 points
Value of proposed use to the citizens of Muskogee:	40 points
Organization History and References/Case Studies:	40 points

The city will hold a pre-submission conference for any and all interested applicants on **Thursday, May 14, 2026 @ 3:00 p.m.**, the meeting will be located at 322 Callahan, Muskogee, OK 74403.

All questions related to the RFP must be submitted in writing via email by **Wednesday, May 20, 2026 @ 12:00 p.m.**, to allow time for response. Please email Kendal Francis, City Manager, kfrancis@muskogeeok.gov.

Proposals must be submitted on or before **Friday, May 29, 2026 @ 4:30 p.m.**, and may be submitted electronically or via hardcopy.

If submitting a hardcopy, please include five (5) copies. Hardcopies must be submitted in a sealed envelope with "RFP Teen Center" listed on the front of the envelope. Also, include the due date and time on the front of the sealed envelope. Hard copies can be turned in or mailed to:

City of Muskogee
Attn: City Clerk's Office
229 W. Okmulgee Ave., Muskogee, OK 74401

Packets will be collected from the City Clerk's Office at the time of deadline. Late submittals will not be accepted. The City of Muskogee, will not be held responsible for RFPs that are not delivered on time or lost in the mail.

If choosing to submit Electronically, please email submissions to Kendal Francis, City Manager at kfrancis@muskogeeok.gov.

Kendal Francis
City Manager
City of Muskogee, Oklahoma
kfrancis@muskogeeok.gov

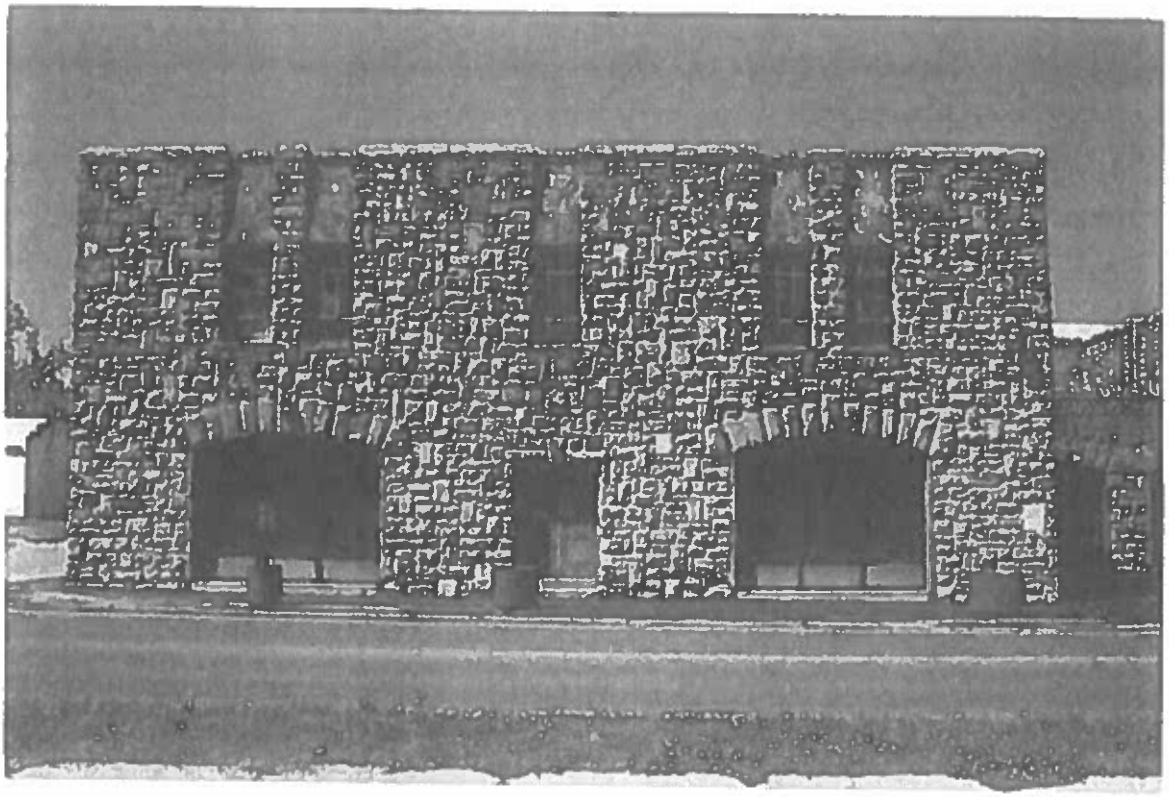
City of Muskogee
229 W. Okmulgee Ave.
Muskogee, OK 74401

Expenses incurred in the preparation of proposals in response to the RFP are the Proposer's sole responsibility. The City assumes no responsibility for payment of any expenses incurred by any Proposer as part of the RFP process. The City, at its sole discretion, may select one (1) or more of the submitted proposals for further negotiation or interviews and is authorized to reject any or all proposals.

Questions about this proposal should be directed to:

Kendal Francis
City Manager
City of Muskogee, Oklahoma
kfrancis@muskogeeok.gov

Kendal Francis
City Manager
City of Muskogee, Oklahoma
kfrancis@muskogeeok.gov



Muskogee Teen Center Study

for City of Muskogee

June 1, 2022

Martin Design, Architects

Muskogee, Ok

Study Team:

Architects:

Martin Design, Architects

318 West Broadway

Muskogee, Ok

918-694-1608

Mike Martin, AIA

Roofing and Building Envelope

ARMKO, Inc

John Hansen, AIA

Bill McCourry

Mechanical, Electrical and Plumbing

Greg Burrows, PE

Structural

Larry Schmalz, PE

Contents:

Architectural Study

Mechanical, Electrical & Plumbing Study

Roofing Study

Structural

Cost Summary

Martin Design

Martin Design LLC. Architects 318 West Broadway Muskogee, OK 74401

Project Study Introduction

The Muskogee Teen Center was built in 1936 as part of the WPA projects. It has Three levels that is occupied by City of Muskogee Teen Center programs.

The building housed Oklahoma National Guard functions until about 2011.

The building is at 322 Callahan Street.

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This study is the result of a review of the building by Martin Design, Architects and its consultants: Burrows Associates (Plumbing, Mechanical, Electrical and Fire Safety Engineers, Larry Schmalz Engineering, (Structural Engineers), and ARMKO Building Envelope & Roof Consultants.

While complete plans were not available to us, the building footprint is as follows:

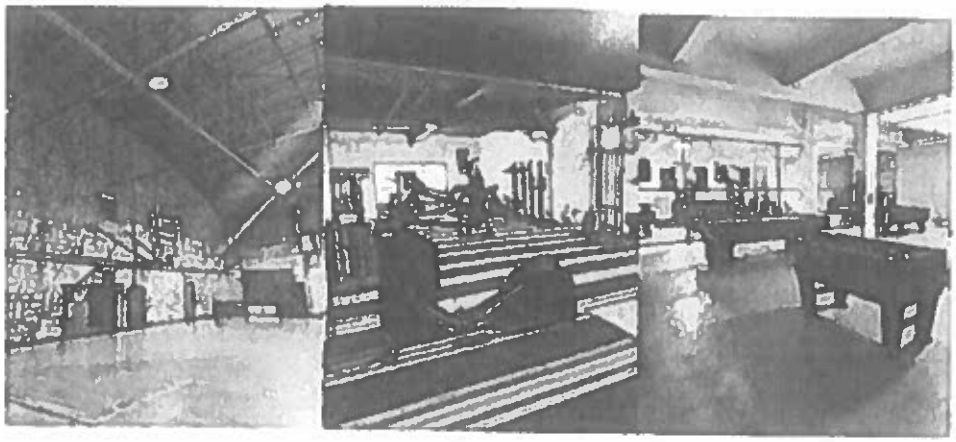
Basement:	1,912 sf
First Floor:	41,500
Second Floor:	22,747
Total:	66,159 sf

The Building is constructed with cut stone, concrete and metal trusses.

General Observations:

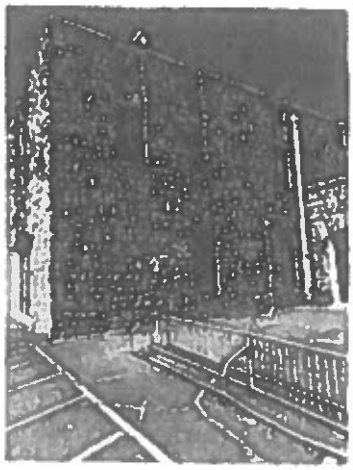
This 86-year-old building is in excellent condition. While some of the building systems are out of date (as the study will show) it has many years remaining. The roof needs to be replaced and depending on future use access to second floor will be an issue and will updated restrooms. The windows were replaced a few years ago and are in good condition. The Mechanical, Electrical and Plumbing Needs are addressed in this report.

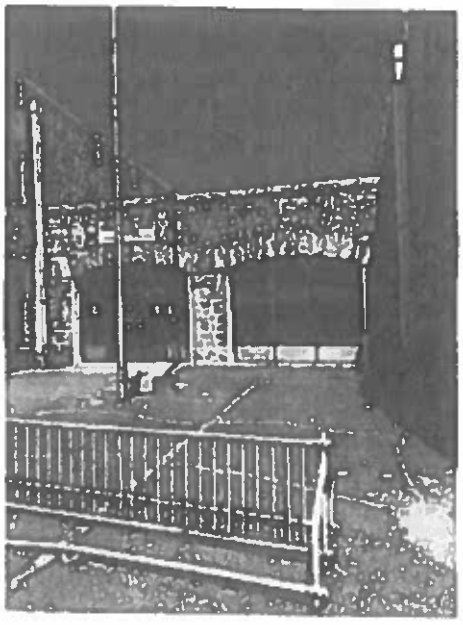
(918) 682-0900 Cell:918-694-1608 mike@martin-design.net find us on facebook! www.martin-design.net



First and Second Floor Interiors







Exterior Main Entry

Architectural

The purpose of the architectural study is to review existing conditions and noting opportunities for improvements that meet current code and ADA. This study does not offer expansion ideas since we do not know future department needs.

ADA Walk-Thru Review:

General:

1. Building signage meets ADA criteria for handicapped (braille, etc.) in most areas but improvements are needed.
2. No emergency lighting, strobe lights or horns.
3. Stair Railings are not to code. (Should extend 12" past, top and bottom) and must be enclosed to meet current codes.



Interior:

The interior office spaces, hallways and other support spaces are well maintained and reflect the historic nature of the complex.

Basement:

1. **Historically the Firing Range now used as storage.**
   - **A. No Exit Lights or emergency lights.**

First Floor:

1. The Handicap Accessible restrooms in the Complex meet code except the handicapped stall does not have ADA Grab Bars.



   A. No ADA approved signage is available.

2. There are two hallway ramps that must be modified to meet current code.



Second Floor:

1. **There are adequate fire exits on this level. The Four stairs are to be improved to include smoke enclosures.**



2. **No ADA restrooms available**



3. **No ADA/code approved room signage.**

Currently this floor is only used for storage. If the space is to be changed to public use, an elevator must be added from lobby area to Second floor. Depending on the use of the northwest portion of the building a second fire stair may be required.

Impact Comments:

1. The Teen Center Building is very functional and underutilized. Handicapped accessibility for Blind, Wheelchair Bound and others needs improvement for second floor use.

2. The building needs to be fire sprinkled to enhance safety. While this is considered "Historical" or "grandfathered", it does not create a safe environment.

The architectural items listed are a shopping list of possibilities:

1. Restroom and stair modifications, signage and emergency: $ 200,000.00

2. New elevator and extended Entry Lobby: $2,000,000.00

   This addition would be located on the south side Main Entry so that the elevator could be added to second floor with a crossover hall for elevator access to all of second floor. the existing east entrance. This would allow Handicapped access to restrooms and elevator on each level.

3. Depending on the level of remodel, Fire Sprinkler System will be required: $ 600,000.00

4. The gym floor needs to be updated and repaired but is not figured in the cost. A new wood gym floor would be about $60,000.00.

Summary Statement: The purpose of this summary is to outline the needs of this building to bring it up to date. Currently the building is under-used but has great potential. Since it is centrally located, it can house multiple functions depending on City of Muskogee needs.

BURROWS & Associates
ENGINEERING CONSULTANTS, LTD.
3924 HWY 71 NORTH
ALMA, ARKANSAS 72921
479-430-7500 FAX 479-430-7502

GREGORY L. BURROWS P.E.
KEITH A. YANCEY P.E.
JOHN N. SIDWELL P.E.
JERRY L. TERRELL II P.E.
KASANDRA M. MARTIN LEED AP

Old National Guard Armory
Muskogee, Oklahoma

Mechanical and Electrical Systems Analysis

Background

On Tuesday, April 26, 2022 Gregory L. Burrows, PE made a site inspection of the original 1937 National Guard Armory building. The original structure has been renovated in recent years and the mechanical, plumbing and electrical systems were brought up to the standards that existed at that time. On the first floor the Plumbing, HVAC and Electrical systems are functional, however there are multiple code violations as well as some maintenance issues that must be addressed. The second floor has no functioning plumbing or HVAC. The second floor electrical systems are minimal, most lighting is not functional and there are no provisions for emergency lighting or exit signs.

Plumbing and Piping Systems

The sanitary sewer system consists of mostly the original cast iron drain pipe with some PVC DWV piping in a few renovated areas. There do not appear to be any sewer leaks.

The water distribution system is mostly copper pipe and galvanized steel pipe original to the building with some new copper and PEX piping in limited renovated areas. There were no leaks in the part of the building that is currently utilized.

There is steel piping used for the natural gas system both on the roof and throughout the building. There are no detected leaks.

There are ADA compliant restrooms on the first floor. The restrooms and associated fixtures on the second floor are original to the building and not functional.

HVAC System

The HVAC system consisted of split system gas furnaces and rooftop air conditioning condensing units, unit heaters and various exhaust fans. Where split system air

conditioning exists the building occupants report the units are either inoperable or undersized for the current occupant load. In addition there are no provisions for ventilation air in the conditioned portions of the building.

The basketball court is served by two gas fired unit heaters. The upper level has no operable HVAC system.

Electrical System

The building is served with a 208 volt, 3 phase system. This is an upgrade to the original 240 volt system. All of the wiring system observed appear to be upgrades and were installed to code. There a number of code violations (i.e. junction box covers missing, distribution panel covers missing, inadequate grounding).

Some of the first floor renovated areas included LED light fixtures but the majority of the lighting is either incandescent (gymnasium) or florescent lamps.

Recommendations

Plumbing and Piping Systems

The existing sanitary sewer system is serviceable and should be maintained and expanded as required to accommodate any proposed renovation. The copper portion of the water service system should be maintained and reused. All non-copper pipe (galvanized steel, etc.) should be removed and replaced as required. Many of the plumbing fixtures are in need of upgrades. ADA upgrades must also be made during the renovation if the restrooms on the second floor are to be used. Drinking fountains must be replaced with working, ADA compliant units.

The natural gas system to the original building should be maintained and upgraded as required for future demands.

The estimate costs of a complete plumbing renovation including replacement of all remaining original fixtures and gas piping upgrades is $150,000.

HVAC System

The existing HVAC systems are energy inefficient, inadequately controlled and need to be upgraded. At least one of the units was not functioning at the time of the inspection visit.

New equipment and systems need to meet the following criteria:

1. Split system unitary equipment is the best choice for the larger renovated areas. The concrete construction of the roofs prohibits large penetrations for duct.

2. Natural gas is available within the building. Units with an AFUE of 90% or greater is recommended.

3. In smaller renovated areas (locker rooms, isolated offices) the use of mini split heat pumps or VRF heat pump systems should be considered.

4. All HVAC systems must include provisions for both ventilation air (outside air) and exhaust systems.

Approximately 85 tons of refrigeration capacity and associated split system equipment will be required to serve the area excluding the gymnasium. The estimated cost of the HVAC renovation is $300,000. A 40 ton gymnasium system is estimated to cost $125,000.

Electrical

The electrical service and distribution is inadequate and does not meet current electrical codes. A new three phase service should be installed and should be large enough to serve the renovated areas as well as have provisions for future build out. The new system must address the grounding system.

The existing incandescent and florescent lighting fixtures should be removed and replaced with energy efficient LED lighting. Existing circuits can be used as the LED lighting uses less than half the energy of the existing fixtures. Exit lights and emergency egress path lighting is a code requirement.

Data CAT6 cables should be placed in conduit where they are now exposed.

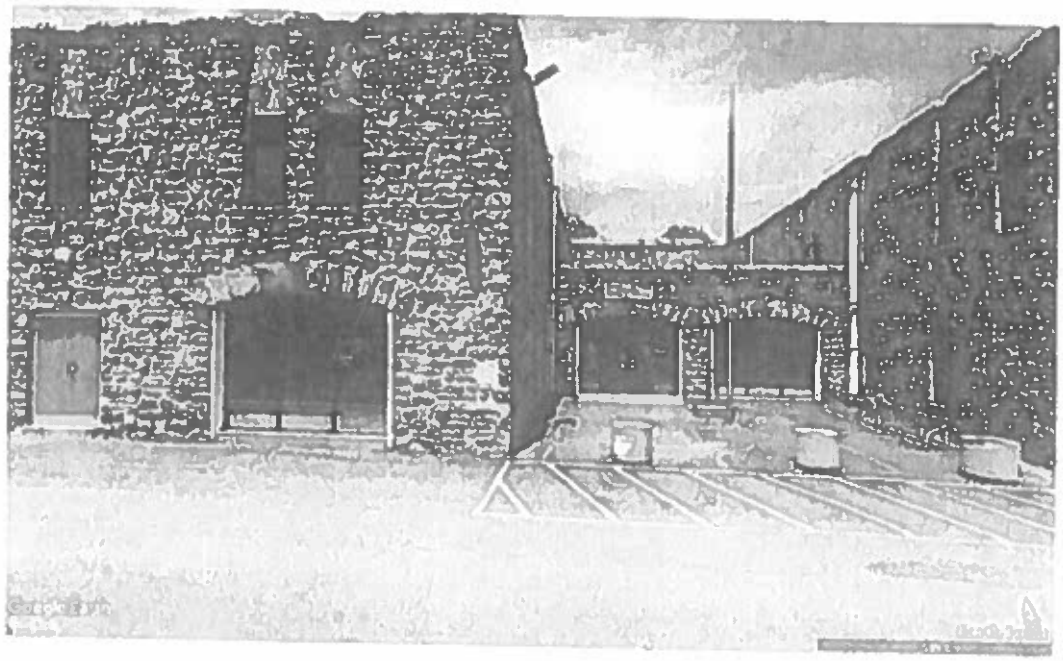
The estimated cost to upgrade the electrical system, replace all lighting and serve all HVAC equipment is $200,000.

ARMKO INDUSTRIES, INC.

ROOF ANALYSIS

FOR

Muskogee Teen Center



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ARMKO INDUSTRIES, INC.
2817 IRIS LANE
KINGSTON, OK 73439
www.armko.com
Oklahoma Registered Engineering Firm #6498

April 28, 2022

Mr. Mike Martin

SUBJECT: ROOF ANALYSIS
WALL ANALYSIS

Muskogee Teen Center
322 Callahan St.
Muskogee Ok, 74403

Dear Mike

The enclosed report is based on our recent inspection of the subject facilities. The purpose of this report is to identify problem areas on the subject roof areas and recommend solutions to these problems. In addition, the potential effect each condition can have on the facility has been described.

The roof inspection included:

A. Exterior examination of all roof-related sheet metal, parapets, copings, flashings, roof mat, deck system, and all penetrations and/or projections through the roof system .And exterior walls.

Based upon the existing conditions of the facility, we are providing recommendations and long-term solutions to your roofing and waterproofing problems, taking into consideration all suitable alternatives.

The report includes:

1.0 Overview and General Conditions.

Should you require further assistance, please be assured we are ready to be of service.

Sincerely,

Bill McCourry
Roof Consultant
405.365.5630

BM/

PART 1 – OVERVIEW

Due to the extent of this report and the facility covered, the general conditions found on this building will be discussed in general with specific reference to the specific conditions. Following the general conditions, the specific conditions, recommendations, and photographs of the building will be outlined.

1.00 EXISTING CONDITIONS

1.01 Roof Areas:

1.01.1 MUSKOGEE TEEN CENTER

1.02 Observation:

Based on on-site observations, the roof on the Muskogee Teen Center is a BUR Mod Bit roof.

1.03 Recommended Procedures:

We recommend tear off and replace old roof down to structural deck.
Repair or replace any damaged decking.
Install and replace all new metal flashings gutters and down spouts.
Add coping to top of exposed rock ledge.
Furnish Contractors 2 year and 20 year NDL roofing warranty

1.04

1.05 Budget: (Budget is based on today's pricing)

A. Total square foot roof area to be replaced:..... 28,100 Sqft +/-

B. Wall Area:..... various Sqft +/-

C. Budget:

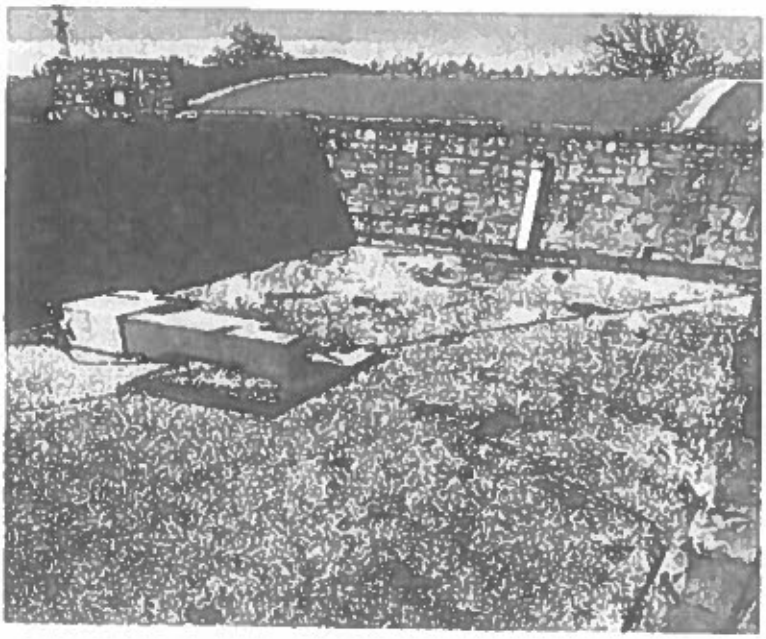
Roof replacement	28,100 sq ft x 25$/sf	= $702,500
Walls:	various repairs	= $50,000
Total:	Approx	=$752,500

Following are photographs of problematic areas.

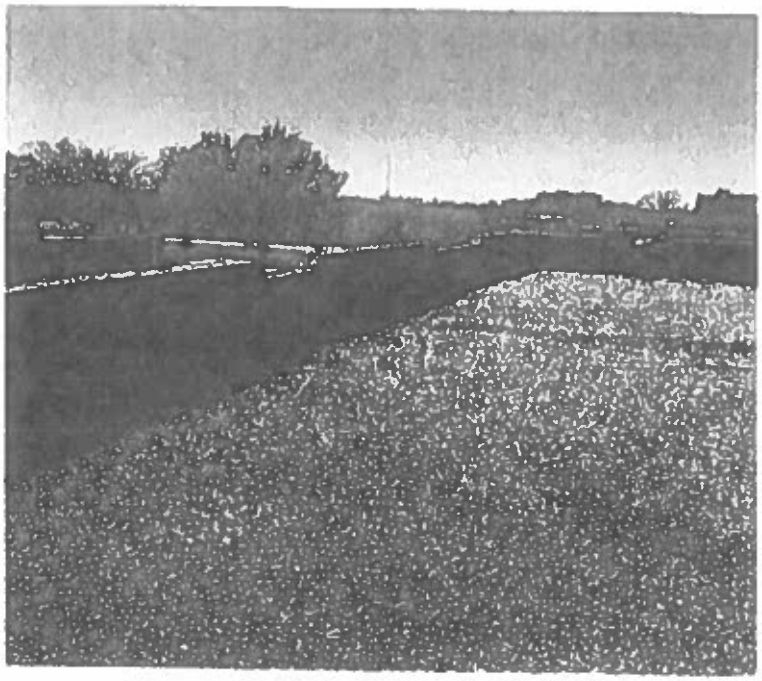


Aerial view

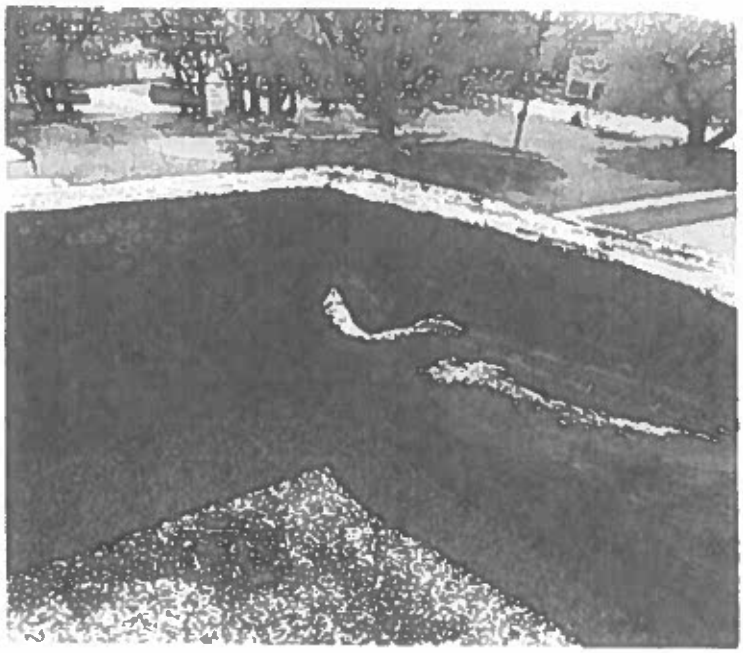
Overall roof as you can see a lot of patching over time. Roof is shot and needs replaced.



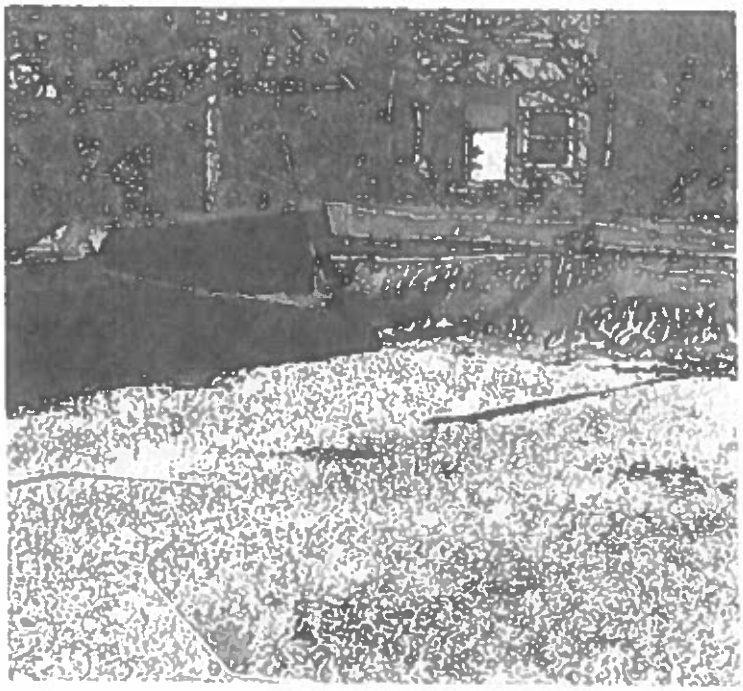
Photograph No.1 Area of roof that is leaking at roof joints



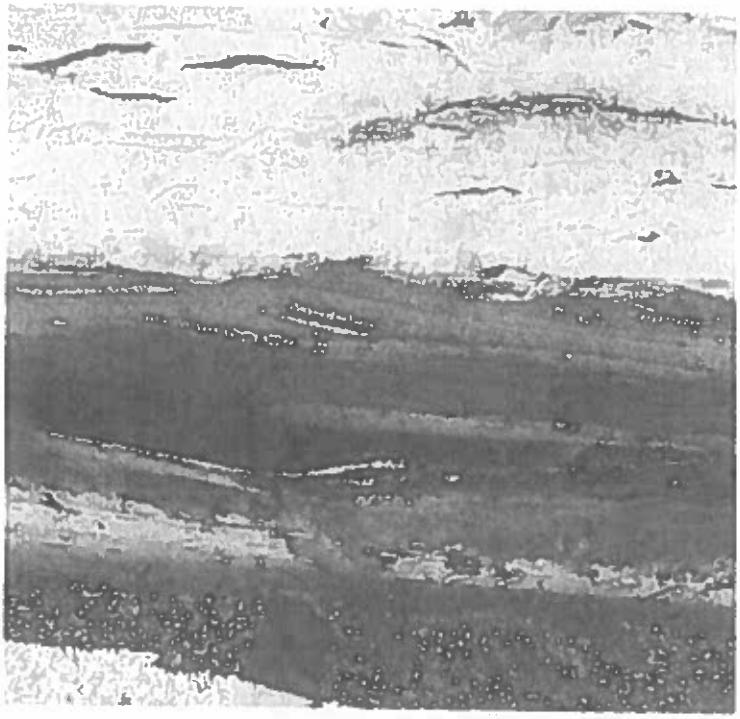
Photograph No.2 pic of field



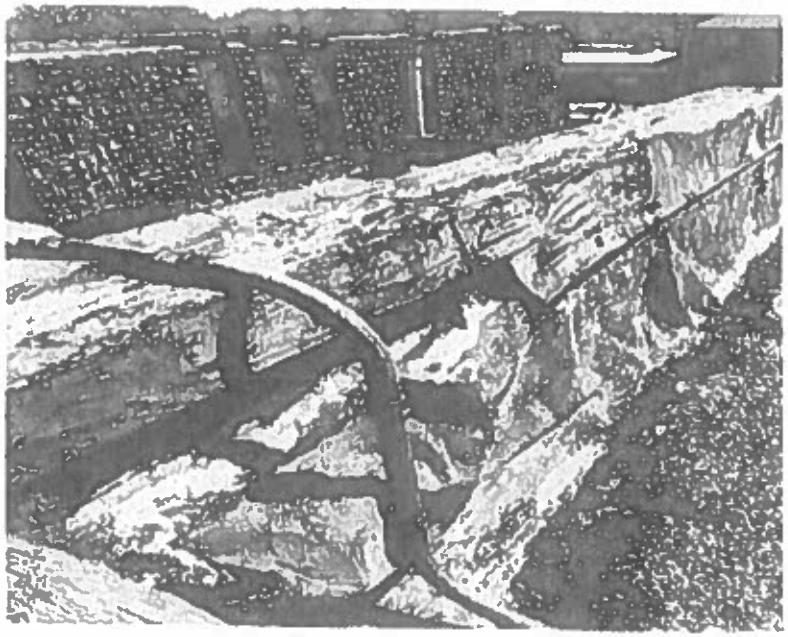
Photograph No.3 Flashings failed



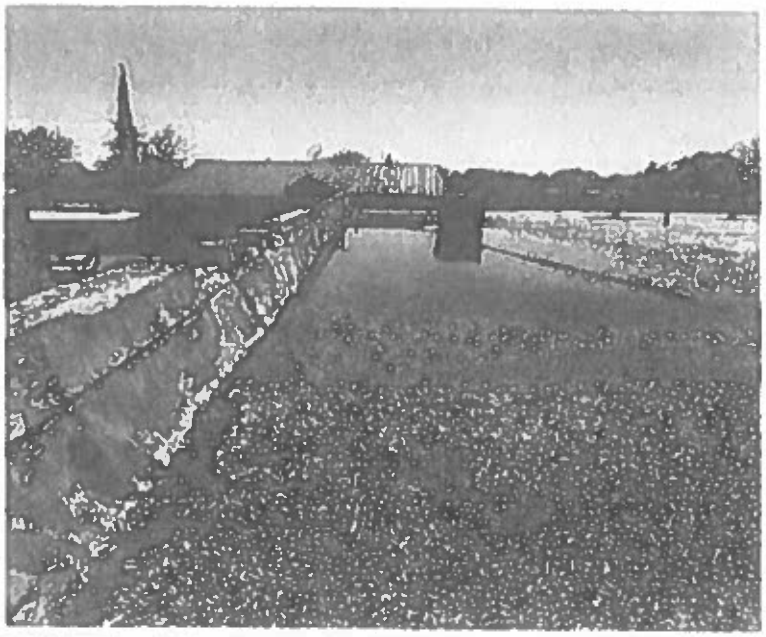
Photograph No. 4 Flashing has failed completely.



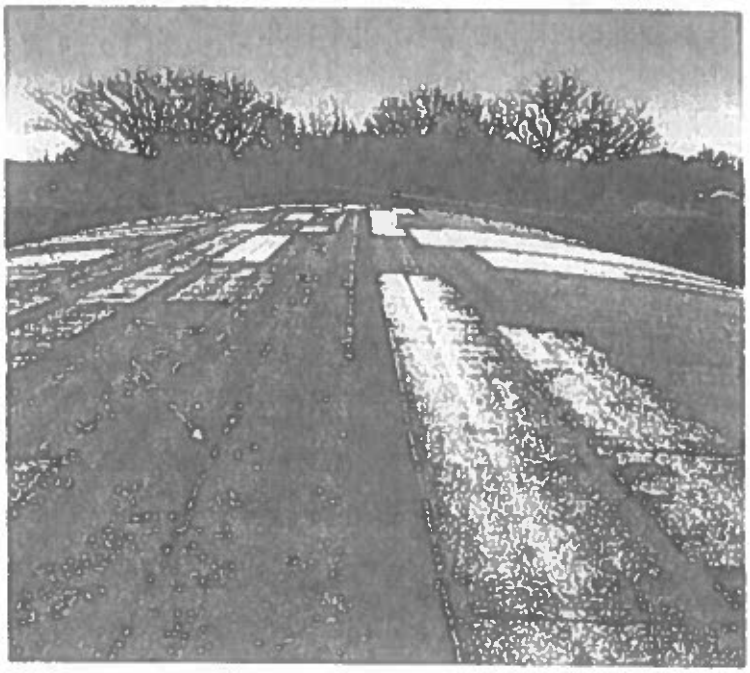
Photograph No. 5 Flashing open to building



Phoograph No.6 Flashings are gone wide open to water into building



Photograph No.7 Large ponding water area



Photograph No.8 Mod Bit roof is shot all granules are gone roof is cooked out. A lot of patching

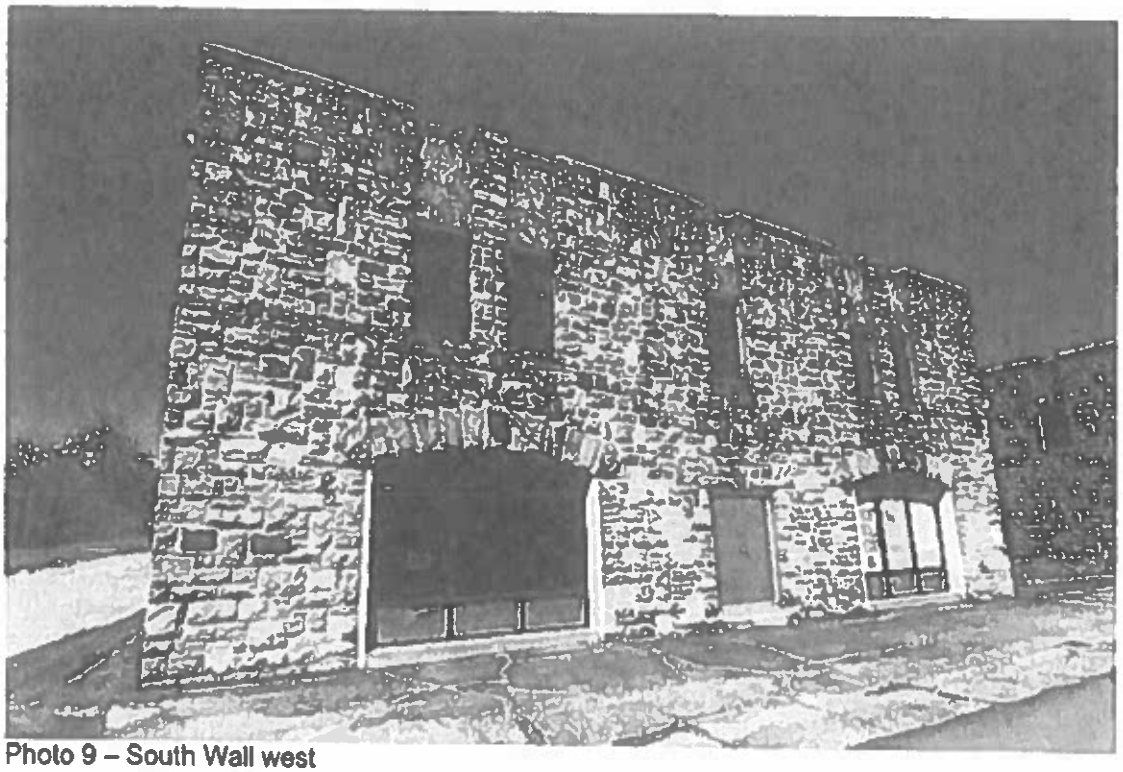
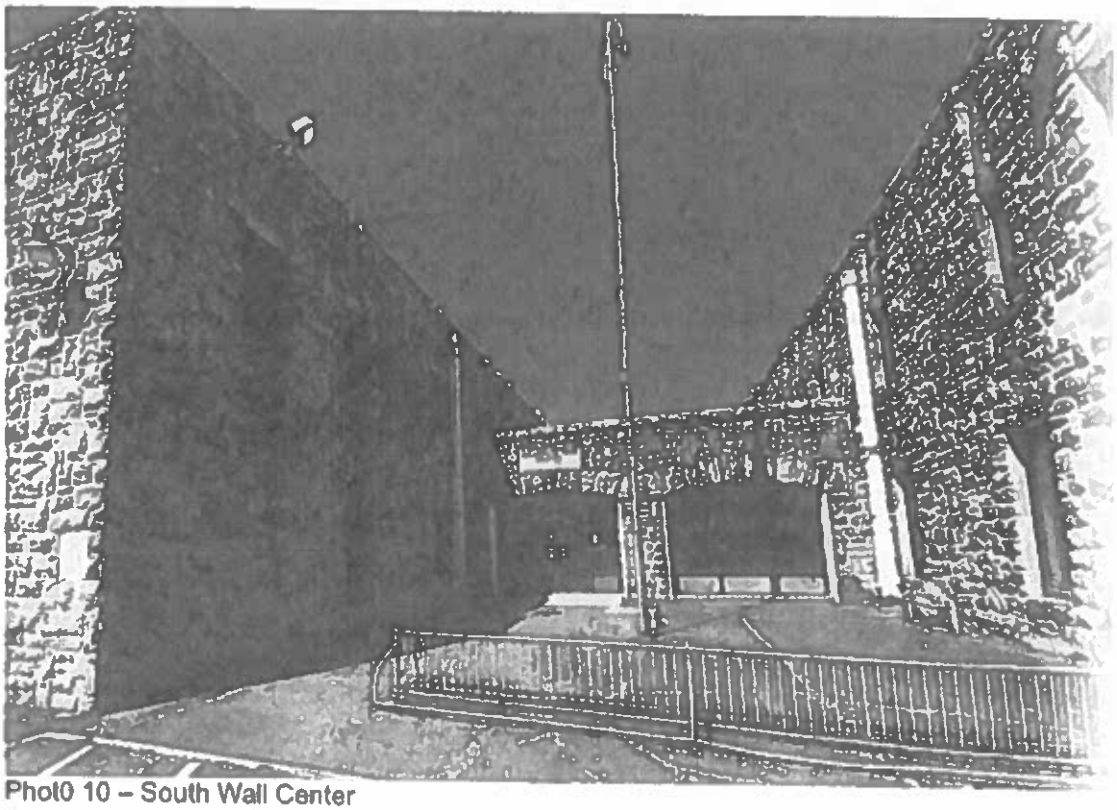


Photo 9 – South Wall west



Phot0 10 – South Wall Center

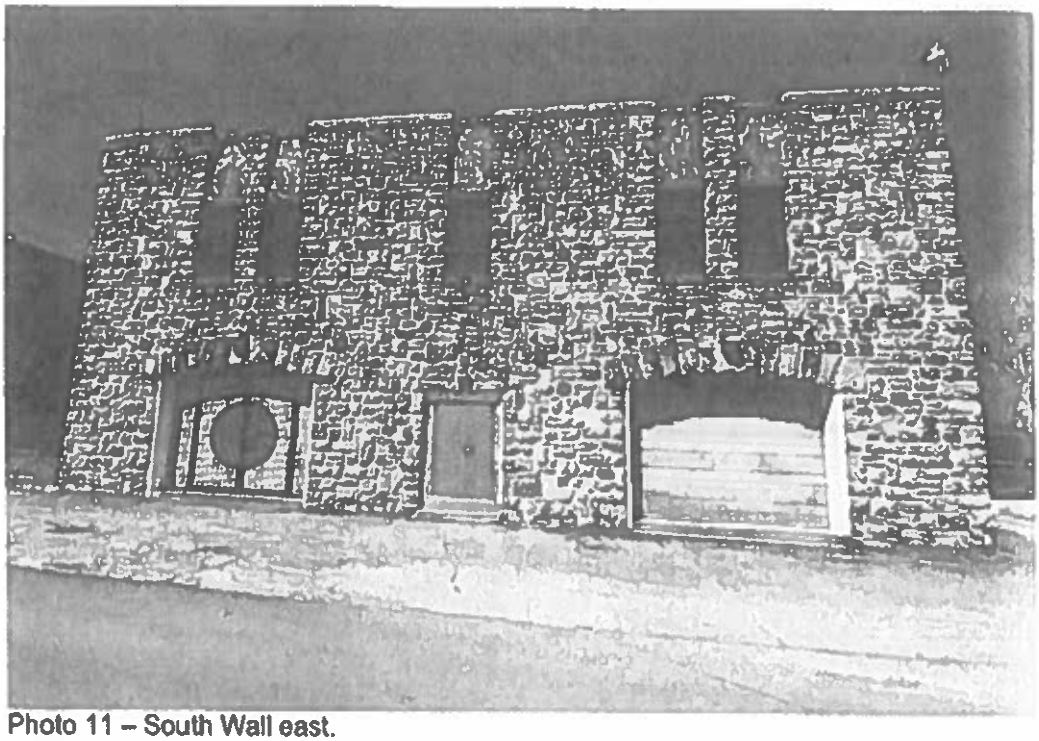


Photo 11 – South Wall east.



Photo 12 – East Wall south end

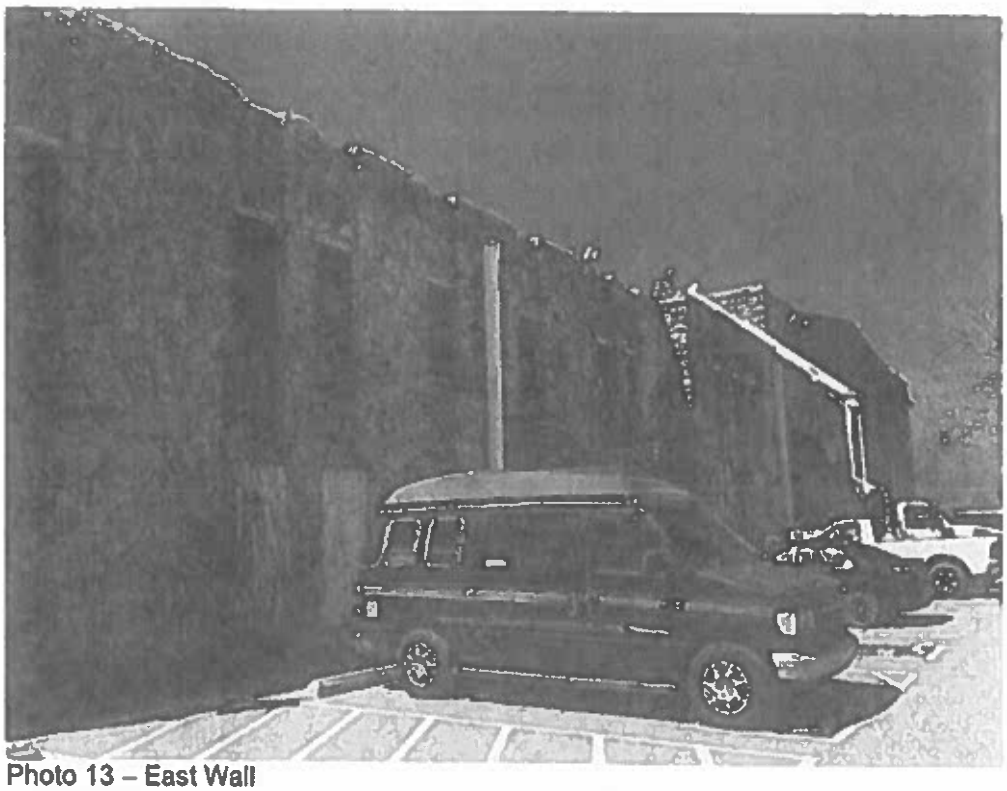


Photo 13 – East Wall

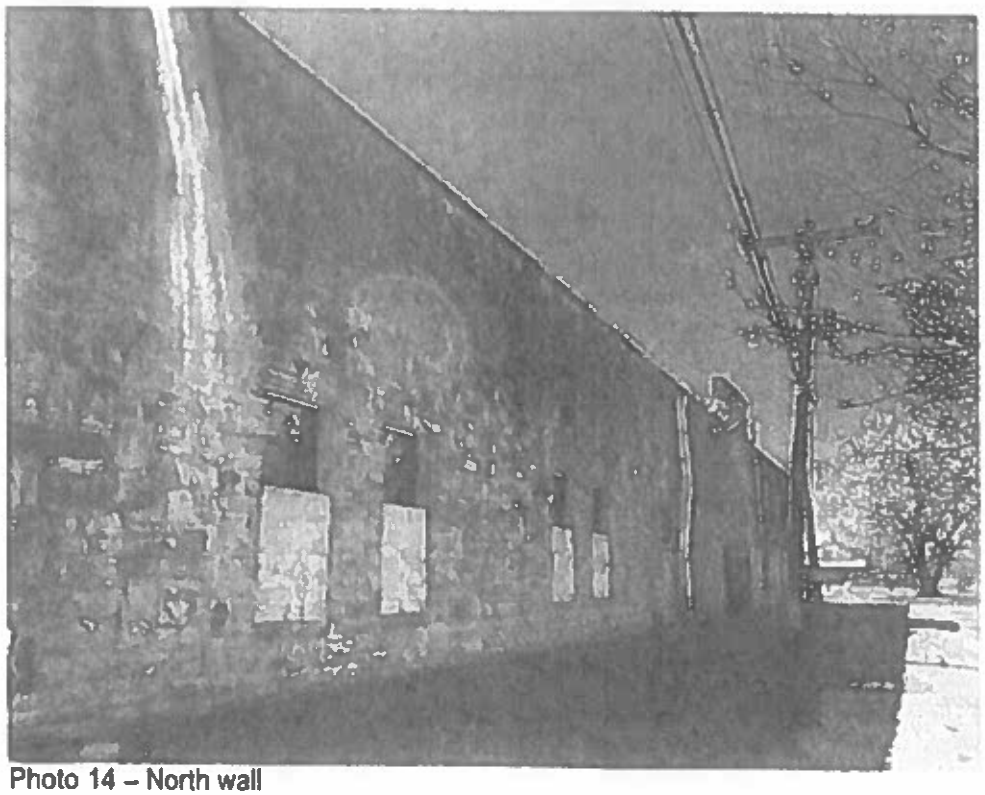


Photo 14 – North wall



Photo 15 – North Wall west end

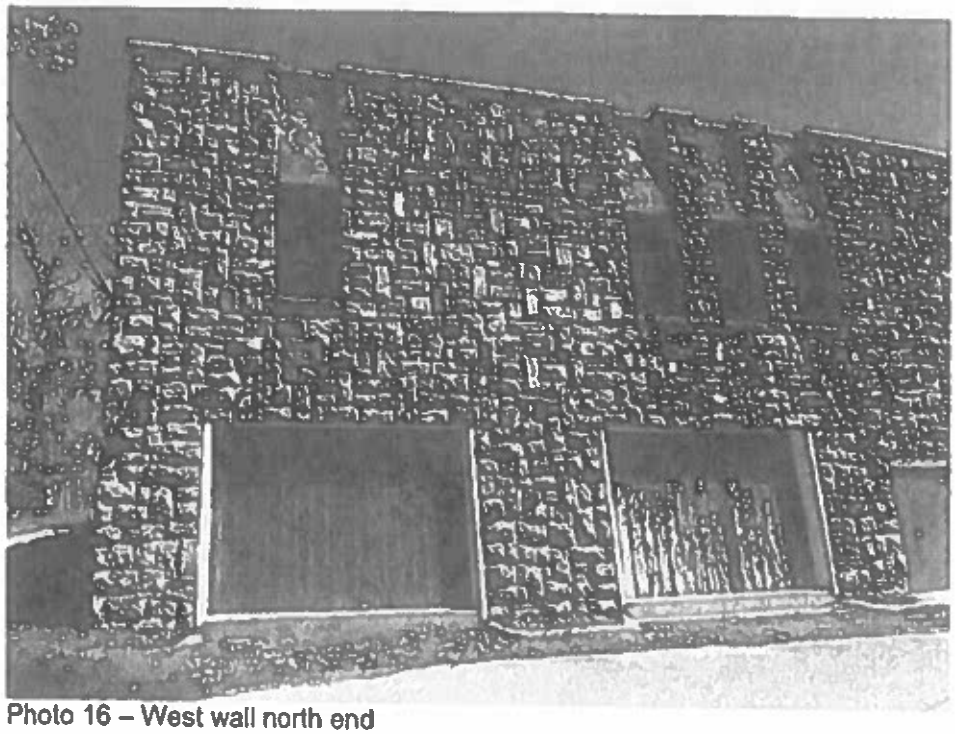


Photo 16 – West wall north end

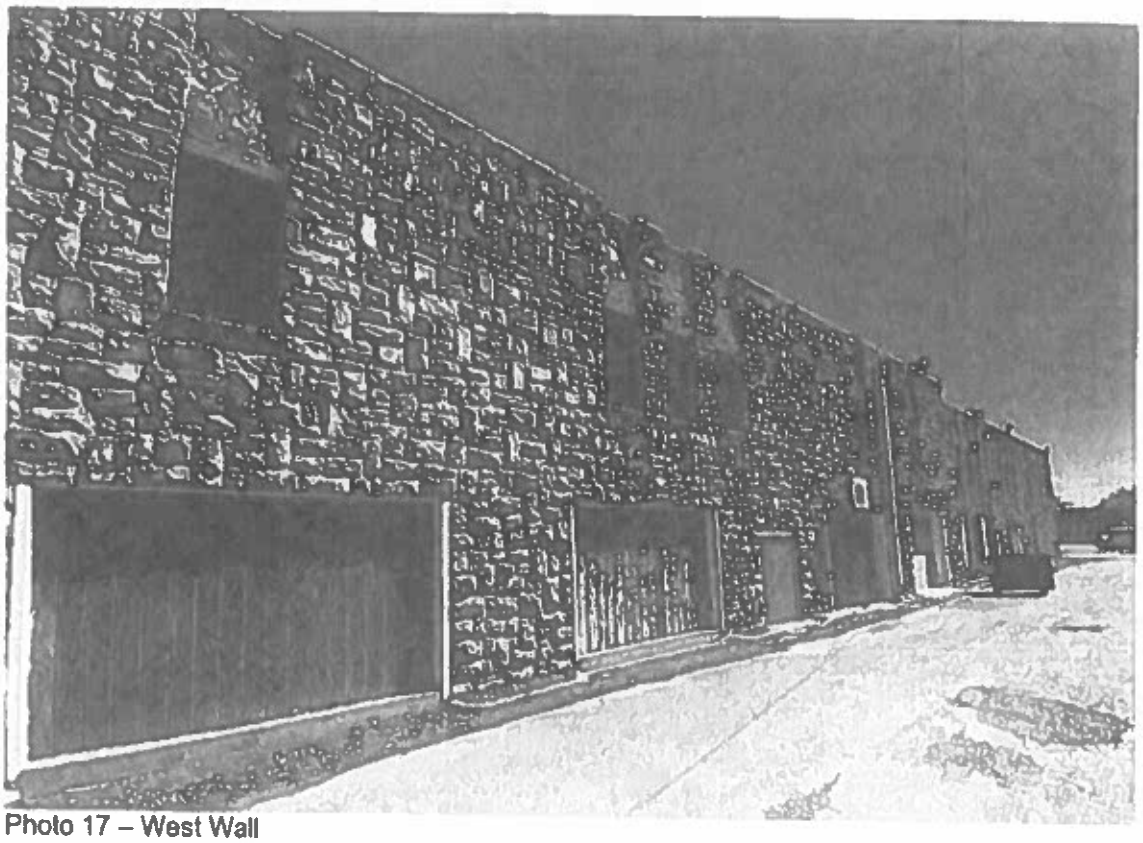


Photo 17 – West Wall

Larry Schmalz P.E.

April 29, 2022

Martin Design Associates
318 West Broadway
Muskogee, OK 74401

Subject: Inspection of Old Armory – 322 Callahan
Muskogee, Oklahoma

Attn: Mike

Mike:

I inspected the Old Armory at 322 Callahan in Muskogee as you requested. The intent of this inspection was to assess the structural condition of the building and report any deficiencies or concerns.

The building is a 2 story masonry structure. The building was originally constructed in the 1930's.

The exterior of the building was rock. The second story in the building was poured concrete. The second floor slab was approximately 5" thick.

The back of the building was a single story open span area that was being used as a basketball court. There were "bowstring" trusses that supported the roof over this area.

I could not find any cracking in the rock walls of the building or the poured concrete on the second floor. The steel "bowstring" trusses that spanned over the basketball area appeared to be in good shape. There was not any noticeable deterioration or deflection. The building appears to be in good shape structurally.

The floor slab in the building did have construction joints, but no cracking or differential settlement. It does not appear that the building has experienced any undo movement or settlement.

Overall, the building is in good shape structurally. It should be a useful structure for several more years.

Please let me know if you need additional information.

Sincerely,

Larry E. Schmalz, P.E.

109 EAST WALNUT • PARIS, ARKANSAS 72855 • (479) 963-1577
P.O. BOX 5534 • FORT SMITH, ARKANSAS 72913

Martin Design
Martin Design LLC, Architects 318 West Broadway Muskogee, OK 74401

Cost Summary:

Update Existing:

Architectural	
Remodel, Addition and Elevator	$1,000,000.00
Roof and Envelopment improvements	
Roof:	$ 720,000.00
Exterior	$ 50,000.00
Mechanical, Electrical, Plumbing	$ 650,000.00
Fire Sprinkler System	$ 297,000.00
	$ 2,717,000.00
Architectural/Engineering Fees	$ 163,020.00
Total	**$ 2,880,020.00**

New Replacement Cost (Total Square Footage):

Existing Space 66,000 sf X 270/SF	$17,820,000.00
Architectural/Engineering Fees	1,069,200.00
	$18,889,200.00

New Replacement Cost (First Floor Square Footage):

Existing Space 41,500 sf X 220/SF	$ 9,130,000.00
Architectural/Engineering Fees	547,800.00
	$ 9,677,800.00

***Note: The current construction climate is everchanging.**

(918) 682-0900 Cell:918-694-1608 mike@martin-design.net find us on facebook! www.martin-design.net

Public Works Committee **24.**

Meeting Date:	07/13/2026		
Submitted For:	Keri Spencer, City Attorney	**Initiator:**	Leslie Arnold, Legal Assistant
Department:	City Attorney		
Staff Information Source:	City Attorney		

Information

AGENDA ITEM TITLE:

Consider approval of an Interlocal Occupancy License Agreement between the City of Muskogee, and Service Oklahoma, or take other necessary action. (Keri Spencer)

BACKGROUND:

On November 1, 2012 the City of Muskogee approved an Interlocal Occupancy License Agreement with the Oklahoma Department of Public Safety, and this agreement expires on the 31st day of October, 2037. The City Attorney's office received a call from Service Oklahoma advising that they needed to amend this agreement because they are using the North end of the 1806 North York Street building, and the Oklahoma Highway Patrol, Troup C Headquarters is using the South end of that same building. Because of the State budgeting requirements, and these being 2 separate State of Oklahoma entities, they are needing to separate the lease into 2 separate agreements. There are 2 buildings at this location, however, the legal descriptions have been separated out in this new agreement with Service Oklahoma. Both agreements will expire on the 31st day of October, 2037. The North end of the building will continue to be occupied by the Oklahoma Department of Public Safety, Troop C, as their headquarters. The South end will continue to be occupied by Service Oklahoma, for drivers' licenses.

RECOMMENDED ACTION:

Approve the agreement as presented.

Fiscal Impact

Attachments

Agreement

INTERLOCAL OCCUPANCY LICENSE AGREEMENT
BETWEEN THE CITY OF MUSKOGEE AND
SERVICE OKLAHOMA

THIS Interlocal License Agreement ("Agreement"), is made and entered into this 22 day of April, 2026 pursuant to 47 O. S. § 3-103 and 74 O. S. § 1008 between the City of Muskogee, a charter city organized under the laws of the State of Oklahoma (hereinafter "City") and Service Oklahoma.

WITNESSETH:

WHEREAS, Section 9:03(e) of the City Charter of the City grants authority to the City Council to lease any real property upon such terms as the Council may approve;

WHEREAS, the purposes of entering into this Agreement are to enter into an Interlocal License Agreement with Service Oklahoma for the occupancy and use of a portion of the property located at 1806 North York Street, Muskogee, Oklahoma;

WHEREAS, Service Oklahoma has determined that leasing a portion of the property known as 1806 North York Street, Muskogee, Oklahoma fulfills the purpose of Service Oklahoma in providing administration of driver license applications and testing of driver license applicants and Service Oklahoma offices and operations, and other state uses incident to the mission of Service Oklahoma;

WHEREAS, Service Oklahoma desires to occupy and use the buildings and appurtenant parking and a portion of the main building on the premises more particularly described below within the City of Muskogee, Muskogee County, Oklahoma;

NOW THEREFORE, for and in consideration of the premises and the mutual covenants contained herein, the Parties hereby agree as follows:

Section 1: Occupancy License and Premises

The City hereby grants, bargains and licenses to Service Oklahoma an exclusive and irrevocable LICENSE to use and occupy the premises as herein described. This is an exclusive license and Service Oklahoma shall have, incident thereto, all incidents of sole possession, dominion, control and authority over the premises during the term hereof.

PREMISES:

A parcel of land lying in the south half(S/2) of Lot 2, Section 19, Township 15 North, Range 19 East, Muskogee County, Oklahoma, described by metes and bounds as follows:

Commencing at the southwest corner of said Lot 2, thence East 30.0 feet along the south line of said Lot 2 to the point of beginning; thence East along said south line of Lot 2,

366.0 feet; thence North 660.0 feet on a line parallel with the west line of said Lot 2; thence West 366.0 feet along the north line of the south half of said Lot 2; thence South 660.0 feet on a line parallel to the west line of said Lot 2 to the point of beginning, containing 5.55 acres, more or less, subject to an outstanding road right of way easement to the Acme Equipment company, a corporation, including all fixtures and improvements thereon and appurtenances thereto.

Said PREMISES also includes two (2) buildings thereon containing a total of 25,536 square feet, and is also known as 1806 North York Street, Muskogee, Oklahoma.

The license and lease terms herein apply to those portions of the premises located at 1806 North York Street, Muskogee, Oklahoma, used by Service Oklahoma, specifically described as:

3,693 square feet of the northern end of the main building which includes two (2) lobbies, training room, breakroom, offices, lavatory facilities and use of the parking lot of the premises

Section 2: Use of Premises

The premises previous described can only be used by the Service Oklahoma for the purposes of administration of driver license applications and testing of driver license applicants and Service Oklahoma offices and operations and other state uses incident to the mission of Service Oklahoma, and for any and all uses attendant thereto, and the premises may be used 24 hours per day and 7 days per week.

Section 3: Term

This LICENSE shall begin on the 22 day of April, 2026, and end on the 31st day of October 2037, unless sooner terminated by Service Oklahoma as provided herein.

Section 4: License Fee

The license fee paid by Service Oklahoma to or for the benefit of City as consideration hereunder shall be:

a. in the amount of One Dollar ($1.00) cash paid to City for the full term hereunder;
b. an amount no more than the Licensee's proportional share of the space paid each year to City equal to that upcoming year's insurance premium for commercial hazard insurance to be paid by City on the buildings and improvements on the premises;
c. the cost of all repairs, renovations and improvements, if any, that are deemed to be legal improvements to the Licensee's proportional share of the premises but only to the extent Service Oklahoma elects to order such repairs, renovations or improvements to the premises.

PROVIDED, HOWEVER, nothing in subsections a, b or c herein, shall require Service Oklahoma to pay any monies in excess of the then unpaid accrued fair rental market value of the premises as determined in that certain October 9, 2012, Appraisal of Market Rental of said premises by Southwest Appraisal Service, Inc

Section 5: Condition Maintenance and Repairs

Service Oklahoma accepts the premises "as is" and with all infirmities and conditions and subject to the terms of Section 7 herein, the parties agree as follows:

a. Service Oklahoma, during its occupancy of the premises, shall pay and provide for all upkeep of the premises and also provide for all of Service Oklahoma's required maintenance, cleaning and janitorial needs for the premises, and provide for all required electric, gas, water, drainage and plumbing needs and lines, including all refrigerated and heated water and air and ventilation, and shall be responsible for the repair and maintenance of all plumbing, boilers, water and electrical lines, gas lines, telephone and data lines, heating, air conditioning, roof structure, electrical and mechanical devices, sidewalks, passageways, parking, surfaces, appliances, and equipment, of every kind or nature located upon or serving the premises, and shall keep same in good repair, condition, and working order, suitable to the purpose and for the use for which Service Oklahoma occupies the premises. This shall include the replacement of lamps, tubes, ballasts, broken or stained ceiling tiles, and replacement of carpet and painting of the premises as needed due to normal wear and tear. As used herein, the word "repair" shall mean and include replacement of broken or cracked glass.

b. Service Oklahoma shall be responsible for all costs incurred, if any, including inspections for Service Oklahoma's continued occupancy of the premises during the term hereof.

c. Service Oklahoma shall be allowed, at its expense to re-key, replace and place new locking devices at the entrances, and on and in any buildings, on said premises.

d. Service Oklahoma shall be responsible for providing at its expense and is granted the right to install all required telephone and data circuits and wiring and towers and broadcasting and receiving antennas and dishes and communications and cameras and security and electronic equipment for use at and on the premises.

e. The parties agree that all public utilities shall be transferred to the name of Service Oklahoma during the term of this license.

f. Service Oklahoma agrees to use the premises for the purposes stated herein and to exercise reasonable diligence in the use of the premises. Further, Service Oklahoma agrees, upon vacancy of the premises, to return the premises to the city in as good a condition as when originally delivered, ordinary wear and tear excepted.

g. Service Oklahoma shall comply, at its expense, with all applicable federal, state and local laws, codes, ordinances, rules and regulations pertaining to health, safety, fire, and public welfare.

Section 6: Termination

Service Oklahoma may terminate this license agreement upon 30 days written notice to the City Attorney. This license agreement may not be terminated by City during the term hereof.

Section 7: Limitations on Any Repairs, Renovations or Improvements

This license agreement recognizes that though it is legal and proper for Service Oklahoma to pay in lieu of a fair market occupancy fee for certain improvements to the City's premises as determined by Service Oklahoma, that it would be improper and unconstitutional for Service Oklahoma to pay for any such improvements in excess of a fair market occupancy fee, as such could be deemed an improper improvement with state assets of a non-state entity's property. Therefore, the parties recognize that under no circumstance shall Service Oklahoma pay the costs for any legal improvement to the Licensee's proportional share of the premises as an occupancy fee, if such cost would then exceed the unpaid accrued fair rental value of the premises over the then expired term of this license agreement, which fair rental value is $235,000 per year as determined in that certain October 9, 2012, "Appraisal of Market Rental" of said premises conducted by the Southwest Valuation Service, Inc., which was engaged for this purpose by the Construction and Properties Division of the Department of Capitol Assets Management of the Oklahoma Office of Management and Enterprise Services.
This section 7 only involves those repairs, renovations or improvements which would be considered legally an improvement to the real estate or fixture thereon or to be attached so as to be considered an illegal improvement with state funds of City's property, but for same being treated as a fair occupancy fee. This section 7 does not apply to minor and normal maintenance and repair.

Section 8: Permission from City for Any Major Improvement to Premises

Service Oklahoma agrees that before any major improvement to the premises is undertaken, that City will be consulted and its approval obtained, and City's approval shall not be unreasonably Withheld.

Section 9: Permission from Service Oklahoma for Any Modification Whatsoever to Premises

City agrees that during the term of this license, City must receive specific written authorization from SERVICE OKLAHOMA before City or its designee can make any modification, or improvement to the premises or any fixture attached to the premises, or the destruction or removal of any attribute to the premises or of any fixture to the premises.

Section 10: Secure Facility

The parties recognize that the premises is a secure facility in the hands of Service Oklahoma, and certain operations of Service Oklahoma are subject to strict and exclusive federal and state control and operation, and that during the term of this license no one, including but not limited to City, may enter or have access to said premises without the permission of Service Oklahoma and that

during the term of this license, Service Oklahoma shall have sole and exclusive possession, dominion, control and authority over said premises.

Section 11: Commercial Building Insurance

City agrees to carry Commercial Building and Hazard Insurance on the premises fully protecting City's interests therein. In the event of full or partial destruction of the premises as the result of fire, wind, hail or other insured event, City agrees to rebuild and repair said premises to the same condition existing prior to the loss, to the extent possible, out of said insurance proceeds. City agrees to list Service Oklahoma as an additional "loss payee as Service Oklahoma 's interests may appear" on said insurance coverage and to provide annually to Service Oklahoma a copy of said insurance policy reflecting that coming year's coverage. City agrees not to cancel said insurance and to have City listed as a party to be notified in the event of such insurance cancellation by the insurance company. The parties recognize that City shall annually invoice Service Oklahoma, as an additional license fee, an amount equal to said insurance premium paid annually by City, pursuant to section 4 herein. In the event of a loss that is not fully reimbursed by City's insurance, Service Oklahoma shall have no obligation to pay for any portion of said loss; however, if it elects to do so, it may only do so as an additional license fee under the terms and conditions of section 4 herein, to assist in Service Oklahoma's continued occupancy and use of said premises.

Section 12: Liability Insurance

Each party is self-insured for liability under its respective Governmental Tort Claims Act and shall be responsible for its tortious acts subject to the terms, conditions and limitations of said appropriate act.

Section 13: Personal Property

Each party is responsible for its own personal property and for maintaining insurance on its personal property on the PREMISES.

Section 14: Sub-License

Service Oklahoma may sub-license any portion of the premises to another state agency so long as the functions performed by such agency contribute to the overall mission of Service Oklahoma.

Section 15: Change in Ownership of Premises

City shall be responsible for immediately notifying the Service Oklahoma of any transfer of ownership of any interest in the premises. This license agreement shall attach to and run with the premises and be binding on any and all of City's transferees of interests in the premises, and any and all such transferees of City shall be subject to the terms hereof.

Signature: April Kelso
April Kelso (May 12, 2026 12:11:25 CDT)
Email: april.kelso@service.ok.gov

Section 16: Complete Agreement and Modification

This license agreement is the complete agreement of the parties and no previous statement, representation, discussion, negotiation, communication, e-mail, letter, memo, letter of intent or other document shall be deemed to be a part hereof and any such previous statement, representation, discussion, negotiation, communication, e-mail, letter of intent, memo, letter or other document shall be deemed superseded and replaced by this license agreement. This license agreement shall not be modified, altered or amended except by written agreement executed by the parties to this agreement with the same formality as this agreement.

This license agreement shall not be effective until signed by both the City and the Service Oklahoma, and when so executed, shall be deemed effective from the date first above written.

CITY OF MUSKOGEE:

_____
RYAN LOWE, MAYOR

Date:_____

SERVICE OKLAHOMA:

Diedra O'Neil
_____
DIEDRA O'NEIL, CHIEF EXECUTIVE OF STRATEGY AND OPERATIONS

Date: May 15, 2026

ATTEST:

_____
Tammy L. Tracy, CITY CLERK

(Seal)

Approved as to form and legality this ____ day of _____, 202____.

Keri Spencer, INTERIM-
CITYATTORNEY State of Oklahoma

County of Muskogee

This instrument was acknowledged before me on the _____ day of _____, 202__.

_____
Notary Public

My Commission Expires:_____

My Commission Number:_____

(Seal)

AK
AK

Public Works Committee **25.**

Meeting Date: 07/13/2026
Initiator: Tammy Tracy, City Clerk
Department: City Clerk
Staff Information Source: Councilor Melody Cranford

Information

AGENDA ITEM TITLE:

Consider approval of the reappointment of C.B. Abel to the Martin Luther King Community Trust Authority, to serve a full (5) year term, beginning August 1, 2026, and ending on July 31, 2031, or take other necessary action. (Councilor Melody Cranford)

BACKGROUND:

Mr. Abel was appointed to fill an unexpired term in May 2026. This partial term will expire July 31, 2026. Councilor Melody Cranford would like to reappoint Mr. Abel to serve a full five (5) year term effective August 1, 2026.

RECOMMENDED ACTION:

Approve the reappointment.

Fiscal Impact

Attachments

No file(s) attached.

Public Works Committee **26.**

Meeting Date: 07/13/2026

Initiator: Tammy Tracy, City Clerk

Department: City Clerk

Staff Information Source: Councilor Melody Cranford

Information

AGENDA ITEM TITLE:

Consider approval of the appointment of Councilor Mike Brawley to the City of Muskogee Foundation Board, serving a two (2) year term, filling the expired term of former Councilor Jaime Stout, beginning August 1, 2026, and ending on July 31, 2028, or take other necessary action. (Councilor Melody Cranford)

BACKGROUND:

This appointment is to fill the expired term of former Councilor Jaime Stout. This seat is a City Council representative and must be filled by a City Council member.

RECOMMENDED ACTION:

Approve the appointment.

Fiscal Impact

Attachments

No file(s) attached.

Public Works Committee **27.**

Meeting Date: 07/13/2026

Initiator: Tammy Tracy, City Clerk

Department: City Clerk

Staff Information Source: Councilor Dan Hall

Information

AGENDA ITEM TITLE:

Consider approval of the appointment of Charles Crawford to the City Facilities Board, to serve a five (5) year term, beginning August 1, 2026, and ending July 31, 2031, or take other necessary action. (Councilor Dan Hall)

BACKGROUND:

This is the appointment of Councilor Dan Hall. He wishes to appoint Mr. Charles Crawford to this board.

RECOMMENDED ACTION:

Approve appointment.

Fiscal Impact

Attachments

Charles Crawford

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 and City Facilities Board

Planning And Zoning Commission

Your Full Legal Name: Charles Aaron Crawford

Your Preferred Name: same

Business Name: Crawford Investment Management

Home Address: 1315 West Okmulgee

Job Title/Employment Date: Owner, Managing Member

City Zip: Muskogee, OK 74401

Business Address: 2601 West Broadway

Ward: 1 2 3 4

Muskogee, OK 74401

Home Phone: 918-691-0245

Business Phone: 918-691-0245

Cell Phone: 918-691-0245

Fax:

Home Email: charles.crawford2500@gmail.com

Business Email: ccrawford4@cox.net

Are you registered to vote in City of Muskogee Elections? Yes No

Are you a citizen of the United States? Yes No

Personal Information:

The Mayor and Council desire a broad representation of backgrounds on boards and commissions.

Education (high school, name and location of college or university, year graduated, and degree):

Memorial High School -1997

Oklahoma State University 1997-2001

Tulsa Community College / Rogers State University

Certified Petroleum Geologist, Certified Petroleum Landman, Accredited Hydrologist

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APPLICATION FOR APPOINTMENT TO A BOARD OR COMMISSION

Current employment (job description, employment date, supervisor):

Owner: C&M Exploration, LLC

Owner: Crawford Investment Management

Owner: Crawford Apiary Service

Owner: Fite Estate Honey Co. / OK Honey

Previous employment or experience:

Geologist

Landman

Hydrologist

Title Clerk

Surveyor

Engineer (ex officio and/or honoris causa) - geophysical / hydrology / and/or mud engineer

Professional Licenses Held (if applicable):

see resume attached

Professional References (name, title, contact phone number):

see resume attached

Memberships in professional or civic organizations (please include offices held and dates of terms):

see resume attached

Military Service Record (including awards, decorations, etc.):

none

Have you ever been elected or appointed to any public office, board or commission in the City of Muskogee? No Yes (If yes, please list with dates served)

Historical Preservation Commission - August 2025 to current

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.

none

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)

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APPLICATION FOR APPOINTMENT TO A BOARD OR COMMISSION

I own property all over Muskogee (City and County), if a conflict arises - I will recuse myself and notify the Board in writing

Please list any special interests or characteristics which might be important to serve on a Board or Commission:

see attached resume

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

12-9-2025

Date

Submitted by the Mayor for approval by the City Council this _____ day of _____, 20____

Signature of Sponsor

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Crawford Investment Management, L.L.C.
Charles A. Crawford
1315 West Okmulgee
Muskogee, OK 74401
PHONE: (918)-691-0245
Charles.crawford2500@gmail.com

PROFESSIONAL EXPERIENCE

CRAWFORD INVESTMENT MANAGEMENT, L.L.C., MUSKOGEE, OK **2023 – CURRENT**
Sole Owner & Founder

- Owner of five historic properties in Muskogee, Oklahoma:
  - Kendall Place Historic District
  - Founders Place Historic District
  - Downtown Muskogee (lessee)

- Raised acquisition funding of over $22.875 million
- Chief Foreman and Construction Designer
- Lead Engineer and structural engineering advisor
- Architectural consultant
- Managing Partner in US Department of the Interior projects (mentioned in below text)
- Managing Partner in Muskogee Historic Preservation Commission projects (mentioned in below text)
- Restoration Manager:
  - Fite Estate (443 North 16th Street, Muskogee, OK 74401)
  - VR Coss House (1315 West Okmulgee, Muskogee, OK 74401)
  - Farmer Mansion / a/k/a Three Rivers Bed and Breakfast (2601 West Broadway, Muskogee, OK 74401)
  - Hayes Mansion (555 North 12th Street, Muskogee, OK 74401)
  - "Hoopes Hardware Building" / a/k/a The Shoppes at Hoopes Hardware (108 South Main Street, Muskogee, OK 74401)

- Member / Affiliate / Donor:
  - Donor: Kelly B. Todd Foundation
  - Donor: WISH Foundation
  - Donor: RISE Foundation (previous)
  - Lead sponsor and organizer for: Muskogee Public Schools "Homecoming Parade"
  - Lead sponsor and organizer for: Muskogee "Downtown Muskogee Christmas"
  - Sponsor and committee member: Azalea Parade / Festival
  - Member: Muskogee Farmer's Market
  - Member: Tahlequah Farmer's Market
  - Cherokee Nation WIC sponsor and committee member

THREE RIVERS BED & BREAKFAST, L.L.C., MUSKOGEE, OK **2023 – CURRENT**
Sole Owner & Founder

- Owner of one historic property in Muskogee, Oklahoma:
  - Farmer Mansion / a/k/a Three Rivers Bed and Breakfast (2601 West Broadway, Muskogee, OK 74401)

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- 5 star rated Bed and Breakfast
- Architectural consultant
- Lead Landscaper
- Lead Graphic Designer
- Lead Wedding Planner
- Voted: "Best in Class" Oklahoma Bed and Breakfast Association
- Member: AirBNB (elite member)
- Member: VRBO (elite member)
- Sponsor and co-host: Eastern Oklahoma State Spelling Bee
- Sponsor and co-host: Bare Bones Film Festival
- Sponsor and host: Oklahoma "International Fashion Expo"
- Sponsor and host: Oklahoma "International Cultural Heritage Expo"

FITE ESTATE HONEY CO, L.L.C., MUSKOGEE, OK **1997 – CURRENT**
(CRAWFORD APIARY SERVICE D/B/A)
Sole Owner & Founder

- Owner of one historic property in Muskogee, Oklahoma:
  - Fite Mansion / a/k/a Fite Estate (443 North 16th Street, Muskogee, OK 74401)

- AAA rated honey producer
- Lead Beekeeper
- Lead Apiarist
- Owner of 268 bee colonies in Oklahoma, Arkansas, Missouri, and Kansas
- Lessee of 1,200 bee colonies Oklahoma, Arkansas, Missouri, and Kansas
- Lessee of 57,558 net acres of farmland
- Member: Muskogee Farmer's Market
- Member: Tahlequah Farmer's Market
- Recognized contributor by the Oklahoma Department of Agriculture
- Sponsor:
  - Muskogee Public Schools
  - Hilldale Public Schools
  - Tulsa Public Schools
  - Oklahoma School For The Blind
  - Kelly B. Todd Foundation
  - Muskogee Chamber of Commerce
  - Muskogee Exchange Club
  - Muskogee Rotary
  - Eastern Oklahoma State Spelling Bee
  - Cruis'n Angels Car Club
  - Bare Bones Film Festival
  - International Fashion Expo

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C&M EXPLORATION, L.L.C., TULSA, OK **2000 – CURRENT**
Sole Owner & Founder

- Licensed operator # 21978 within the Oklahoma Corporation Commission (2006-2008)
- Licensed operator # 35335 within the Kansas Corporation Commission (2016-current)
- Independent consulting landman
- Independent geologic consultant
- Raised exploration & acquisition funding of over $27.75 million
- Acquired numerous working interests and royalties in Oklahoma, Kansas, & Texas
- Interest owner in over 40,000 net acres operated by Williams (WPX) / Unit Petroleum (UNT)

- Interest owner in over 17,000 net acres formerly operated by Ring Energy, Inc (REI)
- Partner / interest owner / former operator of wells currently operated by Devon Energy (DVN), Newfield Exploration (NFX), Seneca Resources (NFG), Torchlight Energy (TRCH), Plymouth Exploration, Williams (WPX), Arena Resources (ARD), and Unit Corporation (UNT)
- Leased, spaced and pooled over 174,500 net acres throughout Oklahoma and Kansas and Texas
- Provided consulting for over 40 clients, from independents to Fortune 500 companies. Services included:
    - Preliminary & onsite drilling, completion, and work-over assistance
    - Analysis and acquisition of land, royalties & right of way
    - Ownership & title review
    - Geologic, stratigraphic & structural mapping, drafting, & prospectus creation

ADAMS AFFILIATES, INC., TULSA, OK **2009 – 2016**

Production Manager / Senior Geologist

- Directly responsible for the concept, design, drilling and completion of 9 producing wells & one saltwater disposal unit in the Texas Panhandle Field (Red Cave) concerning a 48,140.53 net acre Farmout with Apache
- Co-managed and co-owner of the concept, leasing, acquisition and subsequent sale of 57,000 net acres to Williams (WPX) and/or Unit Petroleum
- Designed and implemented secondary recovery program / waterflood for Texas operations
- Designed and recompleted 5 wells for production in conventional and CBM reservoirs in Tulsa County; increasing net field production by over 27%
- Consultant over field operations encompassing over 500 producing wells & 10 disposal wells in Texas, Oklahoma, & Kansas
- Field geologist / mudlogger / sample analyst for drilling and completion activities
- Redesigned down hole & surface infrastructure to increase performance
- Mapped conventional reservoirs in Oklahoma, Texas, & Kansas

PANOAK OIL & GAS, INC., TULSA, OK **2006 – 2009**

Vice President / Senior Geologist / Exploration Manager

- Directly responsible for the design, drilling and completion of 11 producing wells & two saltwater disposal units in Washington County, OK
- Field operations manager for 96 producing wells & 7 disposal wells in Washington County
- Redesigned down hole & surface infrastructure to increase performance yield 27%
- Co-redesigned pipeline & compressor infrastructure to increase performance yield 5-7%
- Mapped conventional and coalbed methane reservoirs
- Leased, spaced and pooled over 2,240 net acres
- Compiled and wrote Ownership Reports and title recommendations for over 12,000 net acres
- Negotiated and purchased Right of Way and road crossings both public & private

GALE FORCE PETROLEUM (GFP) / BUCCANEER, DALLAS, TX **2009 – 2011**

Oklahoma Operations Manager / Consulting Geologist

- Operations manager for all company Oklahoma assets
- Acquisitions advisor for Oklahoma and parts of East Texas
- Consulting landman
- Lead Geologic consultant
- Prepared prospectus and sales brochures for 2010 sale to the public Gale Force Petroleum (GFP)
- Prepared Mineral / Lease Opinions; re/drafted Division Orders and Revenue Decks
- Successfully recompleted three (3) wells in Oklahoma for a 2.4x increase in sustained production
- Re-designed East Texas operations and infrastructure resulting in a 37% increase in production

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- Chief advisor to the Board of Directors and responsible for the sale of company assets / production

NEW DOMINION, L.L.C., TULSA, OK **2003 – 2005**
Project Supervisor / Lead Geologist
- Designed, drilled and completed 2 vertical wells and 5 horizontal wells in Oklahoma County
- Co-designed pioneering multi-lateral horizontal completions
- Designed, drilled and completed Oklahoma's largest volume & longest measured depth saltwater disposal well
- Co-pioneered many development aspects of Arbuckle dewatering in the Oklahoma City Field
- Co-developed company reserves exceeding estimates of 20 MMBOE

NEW DOMINION, L.L.C., TULSA, OK **2001 – 2003**
Geologic Coordinator / Consulting Geologist
- Designed, drilled or completed over 24 vertical wells in Seminole / Pottawatomie Counties
- Mapped formation structure and isopach thickness
- Assistant to field manager in Seminole / Pottawatomie projects
- Designed & implemented work-over re-completions in all projects
- Worked as mudlogger and sample analyst
- Created sales / bank brochures

SPECIAL ENERGY CORP. & CHERNICO EXPLORATION, STILLWATER, OK **1999 – 2001**
Geo-technician & Field Assistant
- Created databases for the Carney Field & Seminole / Pottawatomie Co. dewatering projects
- Basemap & production map creation in Autocad and Petra software
- Evaluated formation structure and isopach thickness
- Assistant to field manager in Seminole / Pottawatomie projects

EDUCATION

Oklahoma State University and/or Tulsa Community College (1997-2000)
Research Assistant / apprenticeship OSU & New Dominion, LLC (1999-2000)

PROFESSIONAL ORGANIZATIONS & ACCREDIATIONS

President: Kendall Place Historic District (also owner of property therein)
Member: Founders Place Historic District (also owner of property therein)
Owner of numerous historic properties (commercial and residential) in Oklahoma, Kansas, and Texas
Restored and refitted numerous historic homes in accordance with the following organizations:

City of Muskogee Historical Preservation Commission
Muskogee Means More Committee
Main Street Muskogee – volunteer
Muskogee Exchange Club (member)
Muskogee Rotary (member)
Muskogee Optimist Club (member)
Muskogee Chamber of Commerce (member)

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Tulsa Chamber of Commerce (member)
City of Tulsa Historical Preservation Commission
Yorktown Preservation Society (Tulsa) (also owner of property therein)
Kendall-Whittier Preservation Society (Tulsa) (also owner of property therein)
Rose District Preservation Society (Broken Arrow)
Pratt, Kansas Chamber of Commerce (member)

US Department of the Interior
US Forestry Service
US Department of Agriculture
Oklahoma Department of Agriculture (member and donor)
Department of Environmental Quality (consultant)
Oklahoma Department of Environmental Quality (consultant)
Oklahoma Water Resources Board (member and donor)

Expert witness in the fields of Petroleum Geology and Land Management for the Oklahoma Corporation Commission & Kansas Corporation Commission (land only)
American Association of Petroleum Landmen (#72130)
American Association of Petroleum Geologists (#11070973)
Tulsa Geological Society
Kansas Geologic Society & Library
Independent Oil Producers of Kansas
Independent Oil Producers of Oklahoma
Independent Oil Producers of Texas (honorarium Texas Railroad Commission)

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Public Works Committee **28.**

Meeting Date: 07/13/2026
Initiator: Tammy Tracy, City Clerk
Department: City Clerk
Staff Information Source: Councilor Mike Brawley

Information

AGENDA ITEM TITLE:

Consider approval of the appointment of Ronald Thomas to the Airport Board, filling the unexpired term of Carlile Roberts, beginning August 1, 2026, and ending December 31, 2027, or take other necessary action. (Councilor Mike Brawley)

BACKGROUND:

Mr. Carlile Roberts is unable to complete his four (4) year term on the Board. Councilor Brawley would like to appoint Mr. Ronald Thomas to fill the remainder of his term. Mr. Thomas will be eligible for reappointment at the end of this term.

RECOMMENDED ACTION:

Approve appointment.

Fiscal Impact

Attachments

Ronald Thomas

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:
Airport Board

Your Full Legal Name: Ronald W. Thomas

Your Preferred Name: Ron

Business Name: Big Toys Green Country/K&R Equipment

Home Address: 4753 Gulick Street

Job Title/Employment Date: President September 2015

City Zip: Muskogee 74403

Business Address: 5363 South Cherokee St.

Ward: 1 2 X 3 4

Muskogee 74403

Home Phone: (918) 816-0393

Business Phone: (918) 215-7284

Cell Phone: (918) 816-0393

Fax: (539) 399-7552

Home Email: ronjrama@gmail.com

Business Email: bigtoyskr@gmail.com

Are you registered to vote in City of Muskogee Elections? Yes X No
Are you a citizen of the United States? Yes X 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):
High School diploma

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APPLICATION FOR APPOINTMENT TO A BOARD OR COMMISSION

Current employment (job description, employment date, supervisor):
Big Toys Green Country, LLC dba K & R Equipment (Company President) September 2015 - present

Previous employment or experience:
ORS Nasco - Operations Administration
City of Muskogee

Professional Licenses Held (if applicable):
Pilot's license

Professional References (name, title, contact phone number):
Tracy Hoos - Physician (918) 521-5926
Mike Anderson - Pilot (918) 869-8407
Mack Parks - Business owner and Airport Board member (918) 404-9468

Memberships in professional or civic organizations (please include offices held and dates of terms):

Military Service Record (including awards, decorations, etc.):
N/A

Have you ever been elected or appointed to any public office, board or commission in the City of Muskogee? No X 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 X Yes (If yes, please explain)

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APPLICATION FOR APPOINTMENT TO A BOARD OR COMMISSION

Please list any special interests or characteristics which might be important to serve on a Board or Commission:

I am a Pilot and Hangar owner that wants to help the facility grow and become a regional airport that attracts more potential patrons. I would be an asset working along side the current board members seeking opportunites for airport growth, improvements and development.

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.

Ron Thomas
Signature of Nominee

May 22, 2026
Date

Submitted by the Mayor for approval by the City Council this _____ day of _____, 20____

_____
Signature of Sponsor

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CITY CLERK

Public Works Committee **29.**

Meeting Date: 07/13/2026
Initiator: Tammy Tracy, City Clerk
Department: City Clerk
Staff Information Source: Vice Mayor Derrick Reed

Information

AGENDA ITEM TITLE:

Consider approval of the appointment of Tracy Cole to the Muskogee Tourism Grant Advisory Committee, to serve an initial three (3) year term, beginning August 1, 2026, and ending July 31, 2029, or take other necessary action. (Vice Mayor Derrick Reed)

BACKGROUND:

City Council passed Ordinance No. 4284-A on June 22, 2026. This Ordinance established the process of appointing board members to the newly created Muskogee Tourism Grant Advisory Committee.

This seat is for an initial term of three (3) years. At the end of the initial term, the term will remain a three (3) year term.

All terms will begin August 1 and expire July31.

This is the appointment of Vice Mayor Derrick Reed, and he wishes to appoint Tracy Cole to fill this seat.

RECOMMENDED ACTION:

Approve appointment.

Fiscal Impact

Attachments

Tracy Cole

CITY OF MUSKOGEE

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APPLICATION FOR APPOINTMENT TO A BOARD OR COMMISSION

Name: Tracy Cole Application Date: 7/8/26

Physical Address: 725 N. Terrace Blvd

Mailing Address: " " "

Daytime Phone: _____ Cell Phone: 918 840 0800

Email Address: tray cole 11 @ gmail.com

Profession: _____ Business Name: _____

Business Address: _____

Do you live within the City Limits of the City of Muskogee? (Yes) No

If yes, how long have you lived in Muskogee? 15 Years _____ Months

In which Ward do you live? Ward I Ward II Ward III (Ward IV)

Have you previously served on any City Board, Committee, or Commission? (Yes) No

If so, which ones and for how long did you serve? Tourism / Batfish

Do you currently serve on any City Board, Committee, or Commission? Yes (No)

If yes, please list those on which you currently serve:

* _____ * _____

* _____ * _____

Please list the name(s) of Board/Committee/Commission you are interested in serving on:

* Tourism * _____

* _____ * _____

Why are you interested in serving on this Board/Committee/Commission listed above?

Why do you feel you would make a good member and/or what skills or knowledge do you have that would be relevant to this Board/Committee/Commission?

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List any civic or volunteer activities (if any) in which you are currently involved:

State VP NAACP

List any degrees or professional certifications/licenses you currently possess:

Associate Degree in Business Adm.

Please Note:

All appointments are made by City Council per Ordinance No. 3972-A,07-13-2015, Amended Ordinance No. 3972-A, 08-28-2017, and Ordinance No. 4169-A, 07-25-2022.

My signature affirms that all information contained herein is true to the best of my knowledge, and that I understand that any misstatement of fact or misrepresentation of credentials may result in disqualification from further consideration.

Signature of applicant: [signature] Date: 7/8/26

Please return completed application to:

City of Muskogee
Office of the City Clerk
P.O. Box 229 (74402)
229 W. Okmulgee Ave.
cityclerk@muskogeeok.gov

Public Works Committee **30.**

Meeting Date: 07/13/2026
Initiator: Tammy Tracy, City Clerk
Department: City Clerk
Staff Information Source: Councilor Tracy Hoos

Information

AGENDA ITEM TITLE:

Consider approval of the appointment of Kymber Thomas to the Muskogee Tourism Grant Advisory Committee, to serve an initial three (3) year term, beginning August 1, 2026, and ending July 31, 2029, or take other necessary action. (Councilor Tracy Hoos)

BACKGROUND:

City Council passed Ordinance No. 4284-A on June 22, 2026. This Ordinance established the process of appointing board members to the newly created Muskogee Tourism Grant Advisory Committee.

This seat is for an initial term of three (3) years. At the end of the initial term, the term will remain a three (3) year term.

All terms will begin August 1 and expire July31.

This is the appointment of Councilor Tracy Hoos, and he wishes to appoint Kymber Thomas to fill this seat.

RECOMMENDED ACTION:

Approve appointment.

Fiscal Impact

Attachments

No file(s) attached.

Public Works Committee **31.**

Meeting Date: 07/13/2026
Initiator: Tammy Tracy, City Clerk
Department: City Clerk
Staff Information Source: Councilor Shirley Hilton-Flanary

Information

AGENDA ITEM TITLE:

Consider approval of the appointment of Stacy Alexander to the Muskogee Tourism Grant Advisory Committee, to serve an initial two (2) year term, beginning August 1, 2026, and ending July 31, 2028, or take other necessary action. (Councilor Shirley Hilton-Flanary)

BACKGROUND:

City Council passed Ordinance No. 4284-A on June 22, 2026. This Ordinance established the process of appointing board members to the newly created Muskogee Tourism Grant Advisory Committee.

This seat is for an initial term of two (2) years. At the end of the initial term, the term will be a three (3) year term.

All terms will begin August 1 and expire July31.

This is the appointment of Councilor Shirley Hilton-Flanary, and she wishes to appoint Stacy Alexander to fill this seat.

RECOMMENDED ACTION:

Approve appointment.

Fiscal Impact

Attachments

No file(s) attached.

Public Works Committee **32.**

Meeting Date: 07/13/2026
Initiator: Tammy Tracy, City Clerk
Department: City Clerk
Staff Information Source: Councilor Melody Cranford

Information

AGENDA ITEM TITLE:

Consider approval of the appointment of Rodger Cutler to the Muskogee Tourism Grant Advisory Committee, to serve an initial two (2) year term, beginning August 1, 2026, and ending July 31, 2028, or take other necessary action. (Councilor Melody Cranford)

BACKGROUND:

City Council passed Ordinance No. 4284-A on June 22, 2026. This Ordinance established the process of appointing board members to the newly created Muskogee Tourism Grant Advisory Committee.

This seat is for an initial term of two (2) years. At the end of the initial term, the term will be a three (3) year term.

All terms will begin August 1 and expire July31.

This is the appointment of Councilor Melody Cranford, and she wishes to appoint Rodger Cutler to fill this seat.

RECOMMENDED ACTION:

Approve appointment.

Fiscal Impact

Attachments

No file(s) attached.

Public Works Committee **33.**

Meeting Date:	07/13/2026		
Submitted For:	Tammy Tracy, City Clerk	Initiator:	Tammy Tracy, City Clerk
Department:	City Clerk		
Staff Information Source:	Councilor Dan Hall		

Information

AGENDA ITEM TITLE:

Consider approval of the appointment of Dale Boots to the Muskogee Tourism Grant Advisory Committee, to serve an initial one (1) year term, beginning August 1, 2026, and ending July 31, 2027, or take other necessary action. (Councilor Dan Hall)

BACKGROUND:

City Council passed Ordinance No. 4284-A on June 22, 2026. This Ordinance established the process of appointing board members to the newly created Muskogee Tourism Grant Advisory Committee.

This seat is for an initial term of one (1) year. At the end of the initial term, the term will then be a three (3) year term.

All terms will begin August 1 and expire July31.

This is the appointment of Councilor Dan Hall, and he wishes to appoint Dale Boots to fill this seat.

RECOMMENDED ACTION:

Approve appointment.

Fiscal Impact

Attachments

Dale Boots

APPLICATION FOR APPOINTMENT TO A BOARD OR COMMISSION

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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:

Your Full Legal Name: Dale LeRoy Boots Jr Your Preferred Name: D Boots

Business Name: A/C/S Court officer Home Address:

Job Title/Employment Date: 27 yrs City Zip: Muskogee ok. 74401

Business Address: 520 S. Main Ward: 1 (2) 3 4

Muskogee ok. 74401 Home Phone: 918 441-2789

Business Phone: 918 441. 2789 Cell Phone: 11

Fax: Home Email: Trunkmonkeycustoms@yahoo.com

Business Email:

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):
College, U.S. ARMY, Taught 13 different Subjects for class. D.O.L. M.S.O. Sat on 13 different Boards in past. Chairman of 2 of them. Shriner, Mason, and Generally Good looking for a Mexican.

APPLICATION FOR APPOINTMENT TO A BOARD OR COMMISSION

Current employment (job description, employment date, supervisor):
27 yrs Officer of the Courts

Previous employment or experience:
MSO, Dept. of Corrections, U.S. Army

Professional Licenses Held (if applicable):
DCO, concealed carry,

Professional References (name, title, contact phone number):
Shirley Hilton -
Derrick Reed -
Mike Brantley -
Sen. Ben Robinson -
Dan Hall - Jail Release
Jamie Stout - Jail
Bill Inhofe - don't have #
Rep. Chris Sneed - Does Phone Still?

Memberships in professional or civic organizations (please include offices held and dates of terms):
Shriners, held Numerous Position of Leadership
Multi Board member For City of Muskogee

Military Service Record (including awards, decorations, etc.):
Honorably Discharged, Veteran

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)
Appointed

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

Civic Centertourism board, any others with my Approval.

Please list any special interests or characteristics which might be important to serve on a Board or Commission: previous 10 yrs on Civic Center Board, or other Boards.

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.

D Boot — 1-27-26

Signature of Nominee **Date**

Submitted by the Mayor for approval by the City Council this _____ day of _____, 20____

_____

Signature of Sponsor

Public Works Committee **34.**

Meeting Date: 07/13/2026
Initiator: Tammy Tracy, City Clerk
Department: City Clerk
Staff Information Source: Councilor Tom Martindale

Information

AGENDA ITEM TITLE:

Consider approval of the appointment of Becky Schiller to the Muskogee Tourism Grant Advisory Committee (hotelier), to serve an initial three (3) year term, beginning August 1, 2026, and ending July 31, 2029, or take other necessary action. (Councilor Tom Martindale)

BACKGROUND:

City Council passed Ordinance No. 4284-A on June 22, 2026. This Ordinance established the process of appointing board members to the newly created Muskogee Tourism Grant Advisory Committee.

This seat is for an initial term of three (3) years and serves as a hotelier seat. At the end of the initial term, the term will remain a three (3) year term.

All terms will begin August 1 and expire July31.

This is the appointment of Councilor Tom Martindale, and he wishes to appoint Becky Schiller to fill this seat.

RECOMMENDED ACTION:

Approve appointment.

Fiscal Impact

Attachments

Schiller

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:
Tourism

Your Full Legal Name: Rebecca Watson Schiller
Your Preferred Name: Becky Schiller
Business Name: Economy Pharmacy, Inc
Schiller Land Co Series, LLC 07/01/2016-present
Home Address: 3501 RiverBend Rd
Job Title/Employment Date: Owner/President
City Zip: Muskogee, OK 74403
Business Address: 514 N York Street
Muskogee, OK 74403
Ward: (1) 2 3 4
Home Phone: 918.348.2250
Business Phone: 918.686.1021
Cell Phone: 918.348.2250
Fax: 918.682.3416
Home Email: sooner4eme.com
Business Email: becky@economypharmacy.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):
- Hilldale High School, diploma received May 1992
- University of Oklahoma College of Dentistry, BS in Dental Hygiene, May 1996
- Also attended Stephens College in Columbia, MO & Oklahoma Christian University of Science & Arts in Edmond, OK

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APPLICATION FOR APPOINTMENT TO A BOARD OR COMMISSION

Current employment (job description, employment date, supervisor):
Self employed.
- Economy Pharmacy, President, 07/01/2016 - present
- Schiller Land Co Series, LLC - Co-Mngr, 11/2016 - present

Previous employment or experience:
Prior to owning my own businesses I was a Registered Dental Hygienist for 21 years in Muskogee, OK.

Professional Licenses Held (if applicable):
- OK State Dental Hygienist license
- OK State Pharmacy Technician license.

Professional References (name, title, contact phone number):
- John Barton, Regional Executive/Banker, Bank First, 918-348-0841
- Jausha Gagnon, Affair of the Heart Show Coordinator, 405-923-1843
- Diana Brown, Vintage Market Days Owner, 918-633-4004
- Dr Tracy Hoos, Muskogee City Council, 918-521-5926

Memberships in professional or civic organizations (please include offices held and dates of terms):
CASA Volunteer 2022-2023, OPHA, APHA, Service League of Muskogee 1998-2002; Chair For Charity Golf Tourney, Chair Fest of Muskogee, Chair Introductory Year Taste of Muskogee Auction, Hilldale Education Foundation; Chair Pathway to Education Fundraiser, Chair Trucks, Turf & Theater Fundraiser, JDRF; chaired the Annual Gala

Military Service Record (including awards, decorations, etc.):
N/A

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)

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APPLICATION FOR APPOINTMENT TO A BOARD OR COMMISSION

No

Please list any special interests or characteristics which might be important to serve on a Board or Commission:

- Real Estate: Ownership in over 20 properties with short term rentals in Muskogee, Stillwater & Carlton Landing
- Muskogee Retailer: home office, warehouses & 2 of 3 brick & mortars in Muskogee.
- Online Market: 2 websites
- Road Show: A popular growing road show popping up in OK, AR & TX bringing lots of shoppers to Muskogee.

RELEASE OF INFORMATION

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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.

Rebecca Schuller
Signature of Nominee

02/09/2026
Date

Submitted by the Mayor for approval by the City Council this _____ day of _____, 20____

_____
Signature of Sponsor

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Public Works Committee **35.**

Meeting Date: 07/13/2026
Initiator: Tammy Tracy, City Clerk
Department: City Clerk
Staff Information Source: Councilor Mike Brawley

Information

AGENDA ITEM TITLE:

Consider approval of the appointment of Dennis Patel to the Muskogee Tourism Grant Advisory Committee (hotelier), to serve an initial two (2) year term, beginning August 1, 2026, and ending July 31, 2028, or take other necessary action. (Councilor Mike Brawley)

BACKGROUND:

City Council passed Ordinance No. 4284-A on June 22, 2026. This Ordinance established the process of appointing board members to the newly created Muskogee Tourism Grant Advisory Committee.

This seat is for an initial term of two (2) years and serves as a hotelier seat. At the end of the initial term, the term will then be a three (3) year term.

All terms will begin August 1 and expire July31.

This is the appointment of Councilor Mike Brawley, and he wishes to appoint Dennis Patel to fill this seat.

RECOMMENDED ACTION:

Approve appointment.

Fiscal Impact

Attachments

Patel

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:
Would like to serve on Board of Trustees for the new Tourism Trustee Account

Your Full Legal Name: _____ Your Preferred Name: Denish Patel

Business Name: La Quinta Muskogee Home Address: _____

Job Title/Employment Date: Owner City Zip: _____

Business Address: 1701 N. 32nd St. Ward: 1 2 3 4

Muskogee, OK 74401 Home Phone: _____

Business Phone: 918-913-9541 Cell Phone: 918-361-5944

Fax: 918-913-9545 Home Email: dpatel@tulsacoxmail.com

Business Email: lq6591gm@

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):
CHIA - CHO
Masters Degree in Accounting

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APPLICATION FOR APPOINTMENT TO A BOARD OR COMMISSION

Current employment (job description, employment date, supervisor):
Self-Employment with Vision Hotels Group

Previous employment or experience:
Been in hotel for last 25 years, and has served in various organizations & Chamber of Commerce

Professional Licenses Held (if applicable):
Choice Hotels
Wyndham Hotels
La Quinta Hotels

Professional References (name, title, contact phone number):
Heather Cain GM/Home 2 918-407-5974
Mark Patel Owner/Home 2 918-521-9576
Bob Patel Owner/Muskogee Inn & Suites 918-519-2401
Shauna Points Sales/La Quinta Muskogee 918-441-4123

Memberships in professional or civic organizations (please include offices held and dates of terms):
Muskogee Hotel & Lodging Association
AAHOA-
Oklahoma Hotel & Lodging Association
Visit Tulsa, Tulsa Chamber of Commerce, & Muskogee Chamber of Commerce

Military Service Record (including awards, decorations, etc.):
None

Have you ever been elected or appointed to any public office, board or commission in the City of Muskogee? (No) Yes (If yes, please list with dates served)

Do you currently hold a public office? Public offices include elected or appointed officials of a municipality (it does not have to be Muskogee it could be any town or city), elected or appointed official of any county or the state or federal government, are a trustee of a public trust, are employed by any entity as a police officer, fire fighter, deputy sheriff, assistant district attorney or similar position or the member of a school board or appointed official of a school system or any other public or similar position.
MHLA

Do you have any financial or other interests that might present a conflict of interest, or the appearance of such a conflict, if you were to be appointed to the position for which you have applied? (No) Yes (If yes, please explain)

APPLICATION FOR APPOINTMENT TO A BOARD OR COMMISSION

Please list any special interests or characteristics which might be important to serve on a Board or Commission:
I care of for the City of Muskogee, and Travel Tourism for 25 years.

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 account of having furnished such information. I consent to such investigations as Pam Bates, 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 **Date** 5/22/19

Submitted by the Mayor for approval by the City Council this _____ day of _____, 20____

Signature of Sponsor