

Keri D. Spencer

July 15, 2026

City Council
City of Muskogee

RE: Constructive Discharge/Termination, Separation Agreement and Release

Mayor and Council:

Please accept this letter as my formal notification of my resignation from my contracted attorney position, effective immediately on this date, July 15, 2026. I am forced to take this action due to an ongoing **hostile work environment** that began in June 2026, has continued throughout the month of July 2026 and has made my continued employment untenable.

I have been subjected to pervasive mistreatment, harassment, and disparate treatment based on my protected classes as a **Native American** and a **55-year-old woman**. The pervasive conduct as outlined below has fundamentally violated my rights under Title VII of the Civil Rights Act and the Age Discrimination in Employment Act (ADEA).

The City Council members are my immediate supervisors as I was appointed by the Council to be Interim City Attorney and then City Attorney. Deputy Derrick Reed, Melody Cranford and Dr. Tracy Hoos have created a hostile work environment for me where I now fear retaliation, termination of my employment and a loss of respect from other City staff.

The City Council members are free to disagree with my legal opinion and are free to choose to act in a manner differently from my opinion(s) or to not act on them at all. However, pursuant to their own rules in the City Charter, they are NOT free to engage in abusive conduct, personal charges or verbal attacks upon the character of staff or to belittle, as was done to me by Deputy Mayor Reed, Councilwoman Cranford and Councilman Hoos in the very public forum of Special Call City Council meeting on June 18, 2026.

Because this hostile environment has effectively forced my resignation—amounting to a constructive discharge/termination — I am demanding the following severance and earned compensation to resolve this matter:

1. **Severance Pay:** Payment equivalent to six (6) months of my contracted rate/salary to mitigate the abrupt loss of employment.
2. **Earned Benefits & Compensation:** As outlined in paragraph 3.01 of my employment agreement the City shall pay City Attorney a severance pay in the amount equal to six (6) months of City Attorney's service. The monthly salary shall be based on the City Attorney's annual salary divided by 12, with payment of such severance pay to be made in one lump sum. In addition, the City shall pay City Attorney for all earned, but unused sick leave that City Attorney has accrued but not used up to a maximum of Seven Hundred Fifty (750) Hours, at the time of termination of this agreement, and such payment shall be made in one lump sum. The City shall also pay City Attorney for all earned, but unused vacation leave that City Attorney has accrued but not used prior to the time of termination of this agreement, including holidays, personal days and administrative leave days, and such payment shall be made in one lump sum.
3. Please have the above payments prepared for me to pick up in person at the Human Resources office no later than Friday, July 24, 2026, which is the next scheduled pay date for City employees.

I. BACKGROUND & NARRATIVE

Following a meeting and a series of text messages asking me to research whether a sitting council member had a conflict of interest, I issued a written confidential attorney-client legal opinion on June 2, 2026. After multiple days of fielding calls from council members and the Mayor who had heard from constituents, and a video post on social media from an individual unequivocally stating she had been allowed by Deputy Mayor Derrick Reed to read the document, there was no doubt that the confidential document had been shared with people outside of the City council. Further, after the setting of the Special Call City Council meeting by the Mayor for June 18, 2026, several posts were made on Facebook discussing statements from that legal opinion, with public response being a mix of anger and support regarding the conclusion of the legal analysis.

Interested citizens began gathering at City Hall at 4:00-4:30 pm to attend the June 18, 2026 meeting. The meeting was opened with the Invocation being given by Councilwoman Melody Cranford who prayed that everyone in attendance listen to understand. Following the Mayor's initial statement, I was given the floor to offer my summation of the opinion and its conclusions. After yielding back to the Mayor, Councilwoman Melody Cranford immediately spoke and began a tirade directed at me, the Mayor and the audience.

Councilwoman Cranford's remarks at the June 18 meeting were immediately hostile in tone, marked by her shouting and the making of accusations. Ms. Cranford asked numerous questions; however, when I would attempt to answer, she would interrupt or shout over me. Councilwoman Cranford impugned my character throughout her statement, accusing me of lying, being unethical, implying I am incompetent, stated that I was on a witch hunt, and indicated she believed my legal opinion and conclusion was racially motivated.

Despite her public prayer that attendees listen to understand, Councilwoman Cranford did not attempt to do so. Her tone, volume and rhetoric were meant to intimidate, bully and enflame an already extremely emotionally charged situation. Knowing full well that the City's Council meetings are broadcast live and memorialized on the internet, Councilwoman Cranford's behavior, given the atmosphere in Council Chambers at this meeting, put the safety of everyone in the room at risk, and my personal safety outside of that room at risk, due to her accusatory implications that my legal opinion was racially motivated.

Both Councilman Hoos and Deputy Mayor Reed made multiple comments in agreement with Councilwoman Cranford, used disrespectful tones and further fed into the narrative that I was incompetent and was "out to get" Deputy Mayor Reed for untoward reasons.

The Ordinances & Policies of the City of Muskogee include sections dictating the ethics rules and requirements for sitting council members. These provisions were intentionally violated on Thursday, June 18, 2026 at the Special Call City Council meeting by Councilwoman Cranford, Councilman Reed and to a lesser extent, Deputy Mayor Derrick Reed.

Prior to and since the June 18 meeting there have been multiple posts by Deputy Mayor Reed accusing me of making false allegations against him and the use of another local reporter to create posts obviously meant to stir up public perception against me which have resulted in public comments disparaging my character and questioning my qualifications as an attorney. Even though the a majority of the Council voted to appoint me as the City Attorney on July 13, 2026, I was advised to make sure that I didn't "do anything to give them any ammo – the ones who are against you – because they're watching every move you make to see if you make a mistake." The social media posts have continued from Deputy Mayor Derrick Reed and the local reporter (July 15, 2026) which included public remarks by the citizenry again disparaging me and my abilities to do the job.

II. ORDINANCE/POLICY PROVISION VIOLATION(S): Section 3-12(a)(b)(d); Council Policy 1-10

Sec. 3-12. - Positive work place environment and performance of duties. (Emphasis Added)

(a) Members shall support the maintenance of a positive and constructive work place environment for city employees and for citizens and businesses dealing with the city. Members shall recognize their special role in dealings with city employees to in no way create the perception of inappropriate direction to staff.

(b) The professional and personal conduct of members must be above reproach and avoid even the appearance of impropriety. Members shall refrain from abusive conduct, personal charges or verbal attacks upon the character or motives of other members of council, boards and commissions, the staff or public.

(c) Members shall perform their duties in accordance with the processes and rules of order established by the city council and boards and commissions governing the deliberation of public policy issues, meaningful involvement of the public, and implementation of policy decisions of the city council by city staff.

(d) Members shall prepare themselves for public meetings, listen courteously and attentively to all public discussions before the body, and focus on the business at hand. They shall refrain from interrupting other speakers, making personal comments not germane to the business of the body, or otherwise interfering with the orderly conduct of meetings.

(e) Members shall base their decisions on the merits and substance of the matter at hand, rather than on unrelated considerations.

Council Policy 1-10

Section 3 Conduct of Members states as follows:

The professional and personal conduct of members must be above reproach and avoid even the appearance of impropriety. Members shall refrain from abusive conduct, personal charges or verbal attacks upon the character or motives of other members of council, boards and commissions, the staff or public.

Section 9 Confidential Information states as follows:

Members, as required by law, respect the confidentiality of information concerning the property, personnel or affairs of the City. They shall neither disclose confidential information without proper legal authorization nor use such information to advance their personal, financial or other financial interests.

As of July 15, 2026, the confidential attorney-client privileged legal opinion has been released to a local reporter who has posted it on social media. A clear violation of the City Council's own policies, further making my employment with the City of Muskogee untenable.

To reiterate, because this hostile environment has effectively forced my resignation—amounting to a constructive discharge/termination — I am demanding the following severance and earned compensation to resolve this matter:

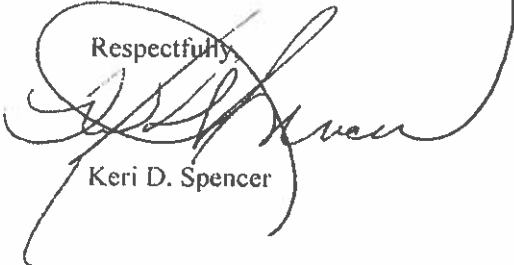
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The City shall also pay City Attorney for all earned, but unused vacation leave that City Attorney has accrued but not used prior to the time of termination of this agreement, including holidays, personal days and administrative leave days, and such payment shall be made in one lump sum.

3. Please have the above payments prepared for me to pick up in person at the Human Resources office no later than Friday, July 24, 2026, which is the next scheduled pay date for City employees.

Upon remittance of the severance package as outlined in my Employment Agreement, I will entertain negotiations regarding a release of claims available to me against the City.

Respectfully,

A large, stylized handwritten signature in black ink, appearing to read 'Keri D. Spencer', is written over the word 'Respectfully' and extends to the right.

Keri D. Spencer