CITY OF OKEMAH REGULAR MEETING OKEMAH CITY COUNCIL

Monday, September 22, 2025 @ 6:00 P.M. Okemah City Hall, 502 West Broadway, Okemah, Oklahoma

1	FI.	AG	SALII	TF AN	JD CA	ALL.	$\Gamma \Omega$	ORDER
┺.		ΛU	JALU		\mathbf{U}		ıv	ONDLIN

The Mayor will call the meeting to order.

2. ROLL CALL

City Clerk will conduct roll call of council members.

IS MEETING(S).

·
3. CONSIDERATION AND POSSIBLE ACTION TO APPROVE MINUTES OF PREVIOU
Action Needed: Motion to approve minutes as presented.
MOTION MADE BY:
MOTION SECONDED BY:
Vote Call:
Darlene Fox: YEA NAYABSENT
Ronnie Lucas: YEA NAY ABSENT
Kelly West: YEA NAY ABSENT
Ron Gott: YEA NAY ABSENT
Wayne Bacon: YEA NAY ABSENT
4. CONSIDERATION AND POSSIBLE ACTION TO APPROVE PURCHASE ORDERS.
Action Needed: Motion to approve purchase orders.
MOTION MADE BY:
MOTION SECONDED BY:
Council Vote:
Darlene Fox: YEA NAY ABSENT

Ron Gott: YEA NAY ABSENT
Wayne Bacon: YEA NAY ABSENT
7. CONSIDERATION AND POSSIBLE ACTION TO APPROVE ODAA GRANT PARTIAL PAYMENT REQUEST #10 IN THE AMOUNT OF \$267,169.31 FOR THE OKEMAH MUNICIPAL AIRPORT HANGAR PROJECT.
Action Needed: Motion to approve ODAA grant request #10.
MOTION MADE BY:
MOTION SECONDED BY:
Vote Call:
Darlene Fox: YEA NAY ABSENT
Ronnie Lucas: YEA NAY ABSENT
Kelly West: YEA NAY ABSENT
Ron Gott: YEA NAY ABSENT
Wayne Bacon: YEA NAY ABSENT
8. CONSIDERATION AND POSSIBLE ACTION TO APPROVE PAYMENT TO DELTA AIRPORT CONSULTANTS, INC. INVOICE CA-12 IN THE AMOUNT OF \$2,451.81 FOR PROFESSIONAL SERVICES RELATED TO THE OKEMAH MUNICIPAL AIRPORT HANGAR PROJECT.
Action Needed: Motion to approve Delta Airport Consultants, Inc Invoice CA-12.
MOTION MADE BY:
MOTION SECONDED BY:
Vote Call:
Darlene Fox: YEA NAY ABSENT
Ronnie Lucas: YEA NAY ABSENT
Kelly West: YEA NAY ABSENT
Ron Gott: YEA NAY ABSENT
Wayne Bacon: YEA NAY ABSENT

9. CONSIDERATION AND POSSIBLE ACTION TO APPROVE APPLICATION AND CERTIFICATE FOR PAYMENT NO. 7 FROM SAGEMILLL CONSTRUCTION LLC IN THE AMOUNT OF \$264,717.50 FOR WORK COMPLETED ON THE OKEMAH MUNICIPAL AIRPORT HANGAR PROJECT.

ction Needed: Motion to approve Sagemill Construction LLC Certification for payment #7.
MOTION MADE BY:
NOTION SECONDED BY:
ote Call:
Parlene Fox: YEA NAY ABSENT
Ronnie Lucas: YEA NAY ABSENT
Kelly West: YEA NAY ABSENT
on Gott: YEA NAY ABSENT
Vayne Bacon: YEA NAY ABSENT
.o. CONSIDERATION AND POSSIBLE ACTION ON APPROVAL OF 2024-2025 REAP FUND 26 RURAL CONOMIC ACTION PLAN NOTICE OF AWARD, CONTRACT AND CERTIFICATE OF AUTHORIZED IGNATURES.
action Needed: Motion to approve REAP Fund 26 notice of award, contract and authorized signatures.
MOTION MADE BY:
MOTION SECONDED BY:
ote Call:
Parlene Fox: YEA NAY ABSENT
Ronnie Lucas: YEA NAY ABSENT
Celly West: YEA NAY ABSENT
Ron Gott: YEA NAY ABSENT
Vayne Bacon: YEA NAY ABSENT
1. STATUS ON FOLLOWING PROJECTS:
Signage
Airport

12. CITY MANAGER COMMENTS

13. BOARD MEMBER COMMENTS:

- Darlene Fox
- Ronnie Lucas
- Kelly West
- Ron Gott
- Wayne Bacon
14. ADJOURNMENT
Action Needed : Consider and take possible action to adjourn the Regular Meeting of the Okemah City Council.
MOTION MADE BY:
MOTION SECONDED BY:
Vote Call:
Darlene Fox: YEA ABSENT
Ronnie Lucas: YEA NAY ABSENT
Kelly West: YEA NAY ABSENT
Ron Gott: YEA NAY ABSENT
Wayne Bacon: YEA NAY ABSENT
Posted at Okemah City Hall, 502 West Broadway, Okemah, Oklahoma, on the 19th day of September, 2025, at 6:00 p.m.

Relena Haddox, City Clerk

Relena Haddow

MINUTES OF THE REGULAR MEETING

OKEMAH CITY COUNCIL

SEPTEMBER 8, 2025 - 6:00 P.M.

OKEMAH CITY HALL, 502 WEST BROADWAY, OKEMAH, OK

1. FLAG SALUTE AND ROLL CALL

Meeting was called to order, and roll was taken.

Present:

- Darlene Fox
- Ronnie Lucas
- Kelly West
- Ron Gott
- Wayne Bacon

All members were present, constituting a quorum.

2. MEETING CALLED TO ORDER AND DECLARATION OF QUORUM

The Mayor declared a quorum present, and the meeting was officially called to order.

3. APPROVAL OF MINUTES

Motion by Ronnie Lucas to approve the minutes.

Second by Wayne Bacon.

Vote: Yes - All. Motion carried.

4. APPROVAL OF PURCHASE ORDERS

Motion by Ronnie Lucas to approve purchase orders.

Second by Ron Gott.

Vote: Yes - All. Motion carried.

5. PRESENTATION ON THE MUSCOGEE (CREEK) NATION BUILDING PERMIT/INSPECTION PROCESS

Item was tabled. No discussion was held.

Motion by Ronnie Lucas to table.

Second by Wayne Bacon.

Vote: Yes - All. Motion carried.

6. REVIEW OF STATUS AND POSSIBLE ACTION ON THE ABATEMENT PROCESS ON THE FOLLOWING PROPERTY

Item was tabled.

Motion by Ronnie Lucas to table.

Second by Wayne Bacon.

Vote: Yes - All. Motion carried.

7. DISCUSSION OF THE STATUS AND PROGRESS OF THE FOLLOWING PROJECTS

- Signage: Update provided. Animal Shelter post pending.
- Airport: Ribbon cutting scheduled for next Wednesday at 9:00 a.m.

8. CITY MANAGER'S COMMENTS

- Kristy Lesley - None

9. COMMENTS AND INQUIRIES FROM BOARD MEMBERS

- Ronnie Lucas None
- Darlene Fox None
- Kelly West None
- Ron Gott None
- Wayne Bacon None

10. ADJOURNMENT

Meeting adjourned.

At 6:02p.m.

Relena Haddox, City Clerk

Kelly West, Mayor

City of Okemah

Special Meeting of the Okemah City Council

September 15, 2025 – 4:00 P.M.

Okemah City Hall, 502 West Broadway, Okemah, Oklahoma

1. Call to Order and Flag Salute

The Mayor called the special meeting of the Okemah City Council to order at 4:00 P.M. at Okemah City Hall.

The Flag Salute was passed.

2. Roll Call

City Clerk conducted roll call of council members:

- Darlene Fox Present
- Ronnie Lucas Present
- Kelly West Present
- Ron Gott Present
- Wayne Bacon Present

A quorum was declared present.

3. Consider and Take Possible Action to Adopt Resolution No. 2025-10

A resolution of the City Council of the City of Okemah, Oklahoma, authorizing and directing the City Manager to request the reclassification of the zoning district classification of the following described properties to R-5, High Density Residential District:

- Lots 1 through 9, inclusive, Block 3 of Ridgeview Addition to the City of Okemah, Okfuskee County, Oklahoma.
- Lots 1 through 18, inclusive, Block 2 of Ridgeview Addition to the City of Okemah, Okfuskee County, Oklahoma.
- Additional tract described in the legal description presented (approx. 10.80 acres, Arizona–Oklahoma Tract).

Motion: Councilmember Ronnie Lucas moved to adopt Resolution No. 2025-10 as presented.

Second: Councilmember Wayne Bacon seconded the motion.

Vote:

Approved by City Council

- Dariene Fox - Yea

PURCHASE ORDER CLAIM REGISTER

! SUMMAR)

TOND. OI	CIII GEN	EIGHE FORD				SOMMAN
P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTME	NT: 01	ADMINISTRATION				
26-0229	01-1114	UPWARD TECHNOLOGY, LLC	SERVER, PW COMPUTER	9/2025	#20240447	35.00
26-0243		UPWARD TECHNOLOGY, LLC	EMAIL, PRINTER, MEDIA CNT		#20240450	55.00
26-0252		DON'S COPIERS	8/13/25-9/12/25 LEASE	9/2025	194671	103.89
26-0204		AMAZON CAPITAL SERVICES	SUPPLIES	9/2025		31.32
26-0231		AMAZON CAPITAL SERVICES	SUPPLIES	9/2025	1GVW-3RWX-VTMT	
26-0242	01-2031	WHAT BUGS YA?	SEPT. 2025 MONTHLY SVC	9/2025	7604	8.13
					DEPARTMENT TOTAL:	243.29
DEPARTME		POLICE				
26-0196	01-1044	FUELMAN (FLEETCOR TECHNOI	OGFUEL 9/1/25-9/7/25	9/2025		359.17
26-0230		FUELMAN (FLEETCOR TECHNOI	LOGFUEL 9/8/25-9/14/25	9/2025		221.60
26-0236		NAPA AUTO PARTS	FILTERS, TRIM CLIPS	9/2025	584747	81.46
26-0252		DON'S COPIERS	8/13/25-9/12/25 LEASE REPLACE SHIFTER CABLE	9/2025	194671	54.16
	01-1779	THE TRUCK SHOP	REPLACE SHIFTER CABLE	9/2025	3033	217.75
26-0242	01-2031	WHAT BUGS YA?	SEPT. 2025 MONTHLY SVC	9/2025	7604	16.25
					DEPARTMENT TOTAL:	950.39
DEPARTME		CITY FIRE				
26-0252	01-1463	DON'S COPIERS	8/13/25-9/12/25 LEASE	9/2025	194671	8.33
					DEPARTMENT TOTAL:	8.33
DEPARTME		POLICE DISPATCH				
26-0242	01-2031	WHAT BUGS YA?	SEPT. 2025 MONTHLY SVC	9/2025	7604	16.25
,					DEPARTMENT TOTAL:	16.25
DEPARTME	ENT: 05	CITY PUBLIC WORKS				
26-0196	01-1044	FUELMAN (FLEETCOR TECHNOI	LOGFUEL 9/1/25-9/7/25	9/2025	NP69108205	202.68
	01-1044	FUELMAN (FLEETCOR TECHNOI	LOGFUEL 9/8/25-9/14/25	9/2025	NP69130104	168.20
	01-1114	UPWARD TECHNOLOGY, LLC		9/2025	#20240447	20.00
	01-1377	OKLAHOMA TURNPIKE AUTHOR:		9/2025	20250800884	0.98
26-0206	01-1917	AMAZON CAPITAL SERVICES	1 5/16" COMBO WRENCH	9/2025	1RQQ-HJ7W-YFPX	62.96
					DEPARTMENT TOTAL:	454.82

9/19/2025 12:07 PM FUND: 01 - CITY GENERAL FUND

PURCHASE ORDER CLAIM REGISTER

SUMMAR)

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT	
DEPARTME	NT: 06	ANIMAL CONTROL					
26-0230	01-1044	FUELMAN (FLEETCOR TECHNOLO		9/2025	NP69130104	61.37	
26-0233 26-0186	01-1065 01-1713	NAPA AUTO PARTS GLENN WHITE FEED & SEED	BELT, FILTERS, TENSIONER MATERIAL & SUPPLIES	9/2025 9/2025	584689 08262025	112.77 116.00	
20-0100	01-1713	GLENN WHITE PEED & SEED	MAIERIAL & SUPPLIES	3,2023	00202023	110.00	
					DEPARTMENT TOTAL:	290.14	
DEPARTME		CEMETERY	- 4- 4 4- 4				
26-0196	01-1044	FUELMAN (FLEETCOR TECHNOLO	OGFUEL 9/1/25-9/7/25	9/2025	NP69108205	75.98	
					DEPARTMENT TOTAL:	75.98	
DEPARTME	NT: 08	PARKS & RECREATION					
26-0229	01-1114	UPWARD TECHNOLOGY, LLC	SERVER, PW COMPUTER	9/2025	#20240447	20.00	
					DEPARTMENT TOTAL:	20.00	
DEPARTME	NT: 10	EMERGENCY MANAGEMENT					
26-0252	01-1463	DON'S COPIERS	8/13/25-9/12/25 LEASE	9/2025	194671	8.33	
26-0242	01-2031	WHAT BUGS YA?	SEPT. 2025 MONTHLY SVC	9/2025	7604	16.25	
					DEPARTMENT TOTAL:	24.58	
DEPARTME	NT: 15	CODE ENFORCEMENT					
26-0252	01-1463	DON'S COPIERS	8/13/25-9/12/25 LEASE	9/2025	194671	16.67	
26-0254	01-2144	A & A HANDYMAN SERVICES L	LCMOWING 3 PROPERTIES	9/2025	1324	1,100.00	
					DEPARTMENT TOTAL:	1,116.67	
DEPARTMENT: 19 MEDIA CENTER							
26-0243	01-1114	UPWARD TECHNOLOGY, LLC	EMAIL, PRINTER, MEDIA CNT	9/2025	#20240450	40.00	
					DEPARTMENT TOTAL:	40.00	
					FUND TOTAL:	3,240.45	

9/19/2025 12:07 PM

PURCHASE ORDER CLAIM REGISTER

SUMMARY FUND: 05 - CAPITAL IMPROVEMENT FUND

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTME		ANIMAL CONTROL				4 040 00
26-0148	01-1501	BANKCARD CENTER, INC (VISA)	TRANSMISSION	9/2025	6400119327	4,069.32
					DEPARTMENT TOTAL:	4,069.32
DEPARTME	NT: 23	WASTEWATER				
26-0029	01-1295	AQUA AEROBICS SYSTEMS, INC.	MIXER, 2-AREATOR	9/2025	1049150	80,405.86
26-0202	01-2156	DONALD W. MAGNESS	SLUDGE REMOVAL, VALVE	9/2025	519383	4,950.00
26-0185	01-2159	UNITED RENTALS (NORTH AMER	RHOSE RENTAL	9/2025	#252217533-001	1,073.25
					DEPARTMENT TOTAL:	86,429.11
DEPARTME	NT: 24	SEWER COLLECTION				
26-0248	01-1001	OKEMAH ACE HARDWARE & SUPPI	LREPAIRS 14TH LIFT STATION	9/2025	32726	292.15
					DEPARTMENT TOTAL:	292.15
					FUND TOTAL:	90,790.58

AGREEMENT

This Agreement ("Agreement") is made and entered into this ____ day of _____, 2025, by and between the City of Okemah, Oklahoma, hereinafter referred to as "City" and ECO Services L.L.C., d/b/a EcoLINK, an Oklahoma limited liability company, hereinafter referred to as "Company," sometimes referred to separately as "Party" and/or collectively as "Parties."

RECITALS

WHEREAS, Company currently provides broadband Internet and Voice over Internet Protocol ("VoIP") to Oklahoma subscribers located outside of the City's geographic boundaries through an integrated internet protocol ("IP") platform of information and voice data. Company does not currently provide video services, but may provide video services (the video component of which is switched, two-way, point-to-point and interactive and is referred to herein as the "IP-enabled Video Services") in the future. Company makes no representations as to when said IP-enabled Video Services may be provided and makes no guarantee that such services will ever be provided;

WHEREAS, City desires that Company provide its current Internet and VoIP services within the City's geographic boundaries, which will require Company to construct, install, place, operate, maintain, and upgrade existing and future facilities/equipment within and throughout said boundaries;

WHEREAS, pursuant to Article IX, Section 2 of the Oklahoma Constitution, Okla. Stat. tit. 18, § 601, and other applicable law, every telecommunications carrier/telephone company authorized to conduct a transportation or transmission business ("Art. IX Telephone Company") has the right to construct and operate its facilities between any points in Oklahoma, and is granted the right to use public grounds, streets, alleys, and highways in Oklahoma, including without limitation, municipal rights-of-way/easements ("City ROW"). The Parties agree that Company is an Art. IX Telephone Company by virtue of its Certificate of Convenience and Necessity ("CCN") issued by the Oklahoma Corporation Commission in 2019, and, pursuant to the foregoing (and other applicable law), Company is not required to obtain authorization from City in order to use City ROW to construct, install, place, operate, maintain, or upgrade existing and future facilities/equipment or to provide its current services or any future services over such facilities/equipment (e.g., city ordinances requiring a license/franchise agreement or payment of any related license or maintenance fees associated with Company's use of City ROW or its provision of services (current or future), are not applicable to or enforceable against Company); and

WHEREAS, Company, without waiving any legal rights, acknowledges that City may claim now or in the future to possess certain "police powers" relative to the placement of facilities within the City's geographic boundaries under Oklahoma law, and in consideration of the same, Company is willing to enter into this Agreement based on the terms and conditions set forth below.

NOW THEREFORE, in consideration of the mutual covenants, promises, and agreements hereinafter set forth, the Parties agree as follows:

1. <u>Term of Agreement.</u> This non-exclusive Agreement shall take effect upon approval hereby by Company and the City Council of the City (and/or other authoritative body with power to bind City) and shall be effective for a term of ten (10) years thereafter, unless terminated earlier in accordance with the terms hereof. Prior to the end of this term, the Parties agree to enter into good faith negotiations regarding a possible renewal and/or modification and/or extension of this Agreement.

2. <u>Nature of Agreement.</u>

- A) No privilege or exemption shall be granted or conferred by this Agreement except those specifically prescribed herein.
- B) The Parties agree that any IP-enabled Video Services potentially provided in the future would not constitute a "cable service" under Oklahoma or federal law. If any competent court, federal agency, or governmental legislative body with jurisdiction rules or declares that Company's IP-enabled Video Services is a cable service, or that it is subject to the same laws and regulations as a cable service provider or cable television system, and if the ruling or declaration is effective and binding upon the Company, this Agreement shall be null and void at the Company's option after ninety (90) days' prior written notice to City. The City shall not subject the provision of any potential IP-enabled Video Services to regulation under any cable television or video programming franchise, or any other ordinance, ordinance inlieu, license, rule, or regulation/requirement or associated fce.
- C) City shall not enforce or attempt to enforce or impose against Company any ordinance, franchise, ordinance in-lieu, license, rule, or other similar rule/requirement or associated fee relative to Company's construction, installation, deployment, expansion, maintenance, and/or operation of Company's facilities, or Company's provision of broadband Internet and/or VoIP within the City's geographic boundaries or territory (whether now existing or subsequently annexed). Without limiting the applicability of terms contained elsewhere herein, Company shall not be subject to any fee or assessment with regard to the construction, installation, operation, or maintenance of its facilities or the provision of its services (current or future) within its geographic boundaries or territory, e.g., within City ROW.
- D) This Agreement shall not be sold, transferred, leased, assigned, or disposed of (except to an affiliate or owner of Company), including but not limited to, by forced or voluntary sale, merger, consolidation, receivership, or other means without the prior written consent of the City. Such consent as required by the City shall not, however, be unreasonably withheld.

3. Rights & Obligations of Company.

- A) Company shall have the right to construct, install, deploy, expand, maintain, and operate its facilities within and throughout the City's geographic boundaries as Company determines to be in Company's best interest, which may include but not be limited to, utilizing City ROW and City-owned property (e.g., towers, structures, conduit, and poles), for the purpose of transmitting data, information, and voice, and provisioning any current or potential services to end-user consumers, thirdparties (whether located within or outside the City's geographic boundaries, and including, but not limited to, providing services to census blocks for which state or federal funding support has been or will be authorized), or for any other purposes (e.g., broadband Internet and VoIP). Notwithstanding any other provisions herein to the contrary, Company shall not be under any obligation to provide any services within the City's geographic boundaries. Company shall provide advanced notice to City prior to placing facilities (to be used in whole or in part for the foregoing purposes) within the City's geographic boundaries through use of City ROW or otherwise. Company shall determine, in its sole discretion, where in the City its facilities shall be constructed, installed, deployed, expanded, operated, and/or maintained, and where in the City to provide, any of its services, e.g., Internet, VoIP, and/or potential IP-enabled Video Service. Company shall have the authority to promulgate such rules, regulations, terms, and conditions governing the conduct of its business as shall be reasonably necessary to enable Company to exercise its rights and comply with any legal obligations.
- B) During the term of this Agreement, Company shall provide to City a discount on service equal to the greater of \$500 per month or 2% of the gross revenue of Company collected from each subscriber in the City to Company's Internet Service; the discount ("City Discount Program") may be identified and passed through on any subscriber bill by Company, if permitted by law. The discount shall be calculated once a year at the beginning of the year based upon the gross revenue for the previous year and shall be applied to future bills beginning with the February billing cycle. The discount on service shall be applied on a monthly basis to any EcoLINK service subscribed by City. Any unused discount shall not roll over from month to month.
 - 1) For the purposes of this Agreement, "collected gross revenues" from Internet Service are limited to monthly recurring charges for Residential or Business Internet Service, excluding any gross revenue from services provided to the city;
 - 2) For the purposes of this Agreement, services eligible for the discount shall include Internet, Private Data, and Voice over IP Services.
 - 3) For the purposes of this Agreement, "collected gross revenues" does not include:

- i) uncollectable fees, provided that all or part of uncollectible fees which is written off as bad debt but subsequently collected, less expenses of collection, shall be included in gross revenues in the period collected;
- ii) franchise, insufficient check fees, or late payment fees;
- iii) revenues from contracts for in-home maintenance service;
- iv) amounts billed to subscribers to recover taxes, fees, or surcharges imposed upon subscribers in connection with the provision of Internet Services, or any taxes or fees on services furnished by Company imposed directly on any subscriber or user by any municipality, state, or other governmental unit and collected by Company for such governmental unit;
- v) revenue from the sale of capital assets, surplus equipment, or for the sale, leasing, or servicing equipment;
- vi) service charges related to the provision of Internet Services, including, but not limited to, activation, installation, disconnection, upgrade or downgrade of service, and repair;
- vii) administrative charges related to the provision of Internet Services, including, but not limited to, service order and service termination charges;
- viii) fees for telecommunications or information services, if any, FCC regulatory fees, tower rent, network, capacity, and facilities rented for the provision of non-cable services (voice or data services), investment income, and any fees itemized and passed through as a result of franchise-imposed requirements; or
- ix) charges other than those described in Section 3(B)(1).
- 4) If any other internet services provider enters into any agreement or makes any arrangement with City during the term of this Agreement whereby it is required or allowed to pay a fee to the City that is similar to the City Discount Program described herein, City shall allow Company the option, but not the obligation, to substitute the definition of "gross revenue" set forth in that agreement or arrangement for the definition of "gross revenue" set forth in this Agreement immediately upon request by Company.
- C) Company and City agree that the City Discount Program shall be Company's sole consideration paid/provided to City whatsoever under this Agreement and shall be in lieu of all other concessions, charges, excises, franchises, licenses, permits,

consents, applications, privileges, fees associated with any of the foregoing, permit fees, telephone inspection or similar fees, City ROW maintenance fees, taxes, assessments (whether the same arise out of or in connection with Company's facilities, equipment, business operations, service provisioning, or otherwise), and, to the extent permitted by law, fees levied for purposes of funding the E-911 System; provided, however, Company shall not be relieved of its personal or real property ad valorem tax obligations owed to the state of Oklahoma, if any. For purposes of this Agreement, both Parties acknowledge and agree that the circumstances upon which this Agreement are based are both unique and contain certain legal nuances, which shall not be deemed to have any precedential effect on any similar agreements voluntarily entered into by Company with third party entities, e.g., other municipalities.

- D) Nothing herein shall obligate Company to extend facilities or provide any services to City or City-owned building(s) (e.g., Internet/Data/VoIP/Video), unless Company agrees to provide services in a subsequent written agreement executed by both Parties.
- 4. Additional Obligations of City. In addition to any other obligations arising elsewhere herein, City shall not block, restrict, or limit the construction, deployment, installation, expansion, operation, and/or maintenance of facilities that may be used, in whole or in part, to provide Company's services. Upon Company providing City the advanced notice contemplated in Section 3(A) above, City shall immediately cooperate and assist Company to facilitate the placement of any Company facilities within the City's geographic boundaries. City hereby acknowledges the importance of Company's provisioning of services (e.g., voice/VoIP), especially in emergency or similar situations. City shall immediately notify Company if it enters into any agreement with a third-party broadband, data/information, voice/VoIP, video, or similar service provider and shall furnish Company with a copy of such agreement. If Company determines that any such agreement contains more favorable terms than this Agreement, City shall allow Company the option, but not the obligation, to amend this Agreement to substitute any of the favorable terms for existing terms.
- 5. Termination. The Parties agree to consult in the event that, after execution of this Agreement, any court, agency, commission, legislative body, or other authority of competent jurisdiction issues a finding that limits the validity or enforceability of this Agreement, in whole or in part. Should the finding be final, non-appealable and binding upon either City or Company, this Agreement shall be deemed modified or limited to the extent necessary to address the subject of the finding unless either party, within thirty (30) days of receipt of the ruling, provides written notice to the other party of election to terminate, in which case this Agreement shall terminate within six (6) months or such earlier period as the Parties may mutually agree. Where the effect of a finding is a modification, the Parties shall enter into good faith negotiations to modify this Agreement in the manner which best effectuates its overall purposes and the intentions of the Parties. Failure to reach a mutually satisfactory modification within ninety (90) days of the

commencement of such efforts shall entitle either Party to terminate the Agreement on the provision of thirty (30) days' written notice.

In addition to the termination rights set forth above, Company shall have the right to terminate this Agreement and all obligations hereunder upon ninety (90) days' notice to the City, if: (i) Company concludes in its reasonable business judgment that the provision of any services are no longer technically, economically, or financially consistent with Company's business objectives; (ii) Title VI obligations or any similar obligations are imposed on Company; or (iii) it becomes clear that Company must offer or provide Services pursuant to a franchise (cable or otherwise) and/or franchise-like requirements or other local authorization.

- 6. <u>Modification.</u> This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 7. <u>Entire Agreement.</u> This Agreement constitutes the entire agreement between the City and Company with respect to the subject matter contained herein and supersedes all prior or contemporaneous discussions, agreements, and/or representations of or between City and Company regarding the subject matter hereof.
- 8. Waiver. Failure on the part of either Party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision. Company shall not be deemed to have waived any of its legal rights by entering into this Agreement.

9. Miscellaneous.

- A) Company and City each hereby warrants that it has the requisite power and authority to enter into this Agreement and to perform according to the terms hereof, provided that this Agreement shall be contingent upon the Parties' respective governing body's approval.
- B) The headings used in this Agreement are inserted for convenience or reference only and are not intended to define, limit, or affect the interpretation of any term or provision hereof. The singular shall include the plural; the masculine gender shall include the feminine and neutral gender. The Recitals contained in this Agreement are incorporated herein and made a part hereof and are enforceable terms of this Agreement.
- C) Nothing contained in this Agreement is intended or shall be construed as creating or conferring any rights, benefits, or remedies upon, or creating any obligations of the Parties hereto toward any person or entity not a party to this Agreement, unless otherwise expressly set forth herein.
- D) The Agreement shall not be exclusive, and the City expressly reserves the right to enter into similar agreements with any other company offering the same or similar

services at any time, provided that City's rights arising hereunder shall not include the ability to engage in anti-competitive or collusive behavior or improper interference with Company's installation, construction, operation, or maintenance of its facilities or provision of services.

- E) The geographic area covered by this Agreement shall be the incorporated limits of the City, as such area now exists or may be modified in the future by annexation or de-annexation.
- F) The Parties agree that the District Court in and for Okmulgee County, Oklahoma shall be the sole and exclusive venue/forum for any judiciable disputes arising out of or in connection with this Agreement.
- All notices, reports, or demands required to be given in writing under this Agreement shall be deemed to be given when delivered personally to any officer of Company or to City's Administrator, or forty-eight (48) hours after it is deposited in the United States mail in a sealed envelope, with registered or certified mail postage prepaid thereon, addressed to the Party to whom notice is being given, as follows:

If to Company: ECO Services L.L.C., d/b/a EcoLINK PO Box 1178 Okmulgee, OK 74447

If to City:
Attn: City Clerk
, OK

Such addresses may be changed by either Party upon notice to the other Party given as provided in this Section.

- 10. <u>Binding Effect.</u> This Agreement shall be binding upon and for the benefit of each of the Parties and their respective principals, managers, City Council members, mayors, officers, directors, shareholders, agents, employees, attorneys, successors, and assigns and any parents, subsidiaries or affiliated corporations or entities, as applicable.
- Mutual Indemnification. City shall indemnify, defend, and hold harmless Company from and against any liability, damages, claims, causes of action, assessments, fines, charges, obligations, and/or penalties resulting from City entering into this Agreement, Company or City properly exercising its rights or performing its obligations arising under this Agreement, or as a result of any negligent, reckless, willful, or intentional acts or omissions of the City or its City Council members, mayors, officers, employees, contractors, representatives or agents.

Company shall indemnify, defend, and hold harmless City from and against any liability, damages, claims, causes of action, assessments, fines, charges, obligations, and/or penalties resulting from City entering into the Agreement, Company or City properly exercising its rights or performing its obligations arising under this Agreement, or as a result of any negligent, reckless, willful, or intentional acts or omissions of the Company, its officers, board members, employees, representatives, agents, contractors or subcontractors.

- 12. <u>Limitation of Liability.</u> COMPANY SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES ARISING IN CONNECTION WITH THIS AGREEMENT, THE PROVISION OF SERVICES, UNDER ANY THEORY OF TORT, CONTRACT, WARRANTY, STRICT LIABILITY OR NEGLIGENCE. IN NO EVENT SHALL COMPANY BE LIABLE (AS DETERMINED BY A COMPETENT COURT OR BODY HAVING JURISDICTION) TO CITY UNDER THIS AGREEMENT FOR ANY REASON OR UNDER ANY CIRCUMSTANCES IN AN AMOUNT THAT EXCEEDS THE CITY DISCOUNT PROGRAM FEE PAID TO CITY FOR THE IMMEDIATELY PRECEEDING YEAR.
- 13. Force Majeure. Company shall not be held in default under, or in noncompliance with, the provisions of this Agreement, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of this Agreement), where such noncompliance or alleged faults occurred or were caused by riot, war, pandemic, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature or judicial order or regulation or fiber cut or other damage to Company's facilities or other event that is reasonably beyond the Company's ability to anticipate or control. This also covers work delays caused by waiting for utility providers to service or monitor their own utility poles on which Company's cable and/or equipment is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary and delays caused by limited access to easements, poles or streets.
- 14. <u>Service Provisioning/Unavailability.</u> If Company shall provide any services within the City's geographic boundaries, such provisioning shall be governed by Company's specific terms, e.g., terms and conditions applicable to broadband Internet, Data, VoIP, and/or potential IP-enabled Video Services, and shall be provided without any express or implied warranties, including, but not limited to, the Warranty of Merchantability or Fitness for Particular Purpose. Company does not provide any guarantees as to the availability or quality of the foregoing services.

[signature page to follow]

	executed this Agreement and made the same effective as of the day of, 2025.
	IPANY Services L.L.C., d/b/a EcoLINK
Nam Title	e: :
CIT City	Y of Okemah
	ROVED by the City Council of The City of Okemah, Oklahoma, on the day o, 2025.
	Mayor
АТТ	EST:
	, City Clerk

ODAA Grant Partial Payment Request Sponsoring Agency to which this report is being submitted: Partial Payment Request ODAA Grant No. F81-25-S Oklahoma Department of Aerospace & Aeronautics 10 Sponsor Share Department Share **FAA Share Total Project Cost** \$1,562,569.00 \$0.00 \$1,562,569,00 \$0.00 Period covered by this request: From To (Month, day, year) Airport Name: Otemah Municipal Airport 8/1/2025 through 8/31/2025 Project Description Recipient Organization (Name, No., and Street, City, State and Zip Code) Construct a new 8-unit T hangar & box hangar Status of Funds Classification - Please list line items as stated Previous Requests **Total Project Cost Grant Amount** Current Request Ineligible Amount on B-2 in columns a, through o, below \$200.00 \$0.00 \$0.00 \$0.00 \$0.00 b. Eingineering Design & Bid \$90,000.00 \$0.00 \$0.00 \$0.00 \$0.00 e. Construction Admin/Goant Admin. \$92,000.00 \$87,727.90 \$2,451.81 \$0.00 \$90,179,71 d. RPR Services \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 e. Testing \$18,000.00 \$18,000.00 \$0.00 \$0.00 \$18,000.00 f.Other: FE \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 g. Other: Rebid \$35,000.00 \$35,000.00 \$0.00 \$0.00 \$35,000.00 h. Other: \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 . Construction: Base Bid \$1,327,369.00 \$972,372.93 \$264,717.50 \$0.00 \$1,237,090.43 J. Construction: Alternate 1 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 k. Construction: Alternate 2 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 I. Construction: Attenuale 3 \$0.00 \$0.00 \$0.00 \$0,00 \$0.00 m. Other \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 n. Other: \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 o. Total Eligible Project Cost (sum of lines a thrun minus ineligible amounts \$1,562,569.00 \$1,113,100.83 \$267,169.31 \$0.00 \$1,380,270.14 (and amount requested for reimbursoment) \$1,562,569.00 \$1,113,100.83 \$0.00 \$267,169.31 \$1,380,270.14 g. Sponsor Share \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 r. FAA Share \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 s. Percentage of financial completion of project 71.24% 17.10% 88.33% ODAA Percentage of Project Signature of Authorized Certifying Official Oute 100.0% Spensor Sponsor Percentage of Project Typed or Printed Name and Title Telephone 0.0% FAA Percentage of Project 0.0% grigture of Authorized Certifying Official Cheryl Rodriguez, C.M. for Typed or Profed Name and Title Stove Hart, P.E., Project Manager 9/10/2025 Certification confly that to the best of my investedge and bottel that follod costs or distors-senseds represents the share due which test not been producely requested and that are inspection than been puriormed and all work is to accordance with the lames of the award. Engineer 804-521-2255



Invoice Remittance Address: Delta Airport Consultants, Inc. P.O. Box 96724 Charlotte, NC 28296-6724 EIN: 54-1214032

TERMS: NET 30

Invoice Total

\$2,451.81

Relena Haddox, City Clerk City of Okemah 502 West Broadway Okemah, OK 74859

September 5, 2025

Project No:

24056

Involce No:

CA-12

Project

24056

F81-Construct Hangars

Professional Services through August 31, 2025

106

Construction Administration

Task Order No. 4 dated 06/18/2024

Budget \$110,000 (UP+FF)

Fee

Total Fee

13,000.00

Percent Complete

90.00 Total Earned

11,700.00

Previous Fee Billing Current Fee Billing

Hours

5.50

10,400.00 1,300.00

Total Fee

1,300.00

Professional Personnel

Project	Manager/Registered	Prof.
Design	Professional	

Project Production Totals

Total Labor

2.50 269.84 1.50 178,50 1,50 139,64

Rate

Amount 674.60 267.75

209.46 1,151.81

1,151.81

Billing Limits

Total Billings Limit

Remaining

Current 2,451,81

Prior 105,727.90 To-Date

108,179,71

110,000.00 1,820,29

Total this Phase

\$2,451.81

Billings to Date

	Current	Prior	Total
Fee	1,300.00	10,400.00	11,700.00
Labor	1,151.81	75,832,63	76,984.44
Consultant	0.00	18,000.00	18,000.00
Expense	0.00	1,495.27	1,495.27
Totals	2,451.81	105,727.90	108,179.71

Total this Invoice

\$2,451.81

APPLICATION AND CERTIFICATE FOR PAYMENT (copy AIA DOCUMENT G702)

TO OWNER: PROJECT: City of Okemah Construct Hangars at Okemah Municipal Airport 502 West Broadway, Okemah, OK 74859 FROM CONTRACTOR: VIA CM: SAGEMILL CONSTRUCTION, LLC Delta Airport Consultants, Inc. 106862 S HWY 18 110 North Robinson Ave, Suite 250 Meeker, Ok 74855 Oklahoma City, OK 73102 CONTRACTOR'S APPLICATION FOR PAYMENT Application is made for payment, as shown below, in connection with the Contract: Continuation Sheet, AIA Document G703, is attached. that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from 1. ORIGINAL CONTRACT SUM 1,327,369.00 2. Net change by Change Orders...... 3,315,45 3. CONTRACT SUM TO DATE (Line 1+2).... 1,330,684.45 4. TOTAL COMPLETED & STORED TO DATE 1,302,200.45 (Column G on G703) 5. RETAINAGE: Date: 5.00% % Of Completed Work, State of: (Columns D + E on G703) 0.00% % Of Stored Material b. (Column F on G703) - Total Retainage (Line 5A+5b or 65.110.02 Total in Column 1 of G703) Notary Public: 6. TOTAL EARNED LESS RETAINAGE... \$ 1,237,090.43 My Commission expires: (Line 4 less Line 5 Total) 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT... 972.372.93 (Line 6 from prior Certificate 8. CURRENT PAYMENT DUE...... 264,717.50 BALANCE TO FINISH, INCLUDING RETAINAGE 93,594.02 (Line 3 less Line 6)

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS			
Total changes approved in previous						
months by Owner	s	3.315.45	s	•		
Total approved this Month						
TOTALS	\$	3,315.45	\$	-		
NET CHANGES By Change Order	\$	3,315.45				

The undersigned Contractor certifies that to the best of the Contractors knowledge, information and belief the Work covered by the Application for Payment has been completed in accordance with the Contract Documents.

the Owner, and that current payment shown herein is now due.

CONTRACTOR:

APPLICATION NO

CONTRACT DATE:

PERIOD TO:

PROJECT NOS.

SAGEMILL CONSTRUCTION L.L.C.

by: Steven R. Hart, PE

Robyn Miller - Owne

9/8/2025

County of: Lincoln

7

8/29/2025

10/10/2024

24056

Subscribed and sworn to before me this

Oklahoma

CONSULTANT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the date comprising this application, the Consultant certifies to the Owner that to the best of the Consultant's knowledge, information and belief the Work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the Amount Certified. AMOUNT CERTIFIED.....

1 lehous

(Attach explanation if amount certified differs from the amount applied for, Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ENGINEER OF RECORD:

DATE: 09/09/2025

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

Engineer of Record:

AlA Document G702. Application and Certificate For Payment.

In tabulations below, amounts are stated to the nearest dollars,

Use Column 1 on Contracts where retainage for line items may apply.

containing Contractor's signed Certification, is attached.

AIA DOCUMENT G703 COPY

PAGE 1 OF 1 PAGES

Application No: Application Date: Period To:

8/29/2025 8/29/2025 24056

Period To: Architect's Project No.:

A B			¢		D		1	E.	Τ_	F	Ţ	н		ļ	į	Γ.	J
Item			, ,			ork Completed	_		Store	d Materia	Tot	al Completed	%	В	alance to	Ret	ainage
No. Description of Work			Scheduled Value		From Previous Applications (D+E)	Units Completed	Ĭ	This Period	(Not	in D Or E)	& S	tored to Date D+E+F+G	(G/C)	!	Finish (C-H)		
	Aprix C	lty	Unit Price	Ext Qty			_										
C-102 INSTALLATION AND 1 REMOVAL OF SILT FENCE	430	LS	s 6.00	\$2,580.00	\$ 2,040.00	340.00	s		S	_	s	2,040.00	79%	5	540.00	\$	102.00
C-102 STONE CONSTRUCTION																	
2 ENTRANCE	1	EA	\$ 3.125.00	\$3,125.00	\$ 3,125.00	1.00	5	-	\$	-	\$	3.125.00	100%	\$	·	\$	156.25
3 C-102 CHECK DAM	1	EΑ	S 625.00	\$625.00	\$ -	0.00	\$	-	s	-	S	- 1	0%	\$	625.00	S	_
C-102 CULVERT INLET							Г									Γ	
4 PROTECTION	1	EΑ	S 625.00	\$625.00	\$	0.00	S		\$	-	\$	- 1	0%	S	625.00	S	
5 C-105 MOBILIZATION	1	LS.	\$ 12,500.00	\$12,500.00	\$ 11,250.00	0.90	Ş	- '	Ş		S	11,250.00	90%	s	1.250.00	\$	562.50
P-152 UNCLASSIFIED											T						
6 EXCAVATION	500	CY	S 15.00	\$7,500,00	\$ 7,500.00	500.00	\$	-	S		S	7,500.00	100%	\$	-	\$	375.00
7 P-152 MUCK EXCAVATION	3000	CY	S 43.75	\$131,250,00	\$ 131,250.00	3,000.00	s		s	-	\$	131,250.00	100%	5		Ş	6.562.50
M-107 AVIATION			10.70	0.0			 ~			,	Ť			_		_	
8 BARRICADES	200	LF	S 123.75	\$24,750.00	S 24.750.00	200.00	s	_	s	_	s	24,750.00	100%	s	-	s	1,237.50
M-108 8-UNIT T-HANGAR							1		-		T-			$\overline{}$	_	i	
9 MATERIALS	1	LS	\$ 325,000,00	\$325,000.00	\$ 325,000.00	1.00	5	-	s	_	s	325,000.00	100%	s	-	s	16.250.00
M-108 8-UNIT T-HANGAR			<u> </u>				1		Η		· · · · ·					1	
10 ERECTION	1	LS	\$ 168,750.00	\$168,750.00	s -	1.00	s	168,750.00	s	_	s	168,750,00	100%	s	-	s	8.437.50
M-108 8-UNIT T-HANGAR			<u> </u>	*			†		· -		 					İΤ	
11 FOUNDATION	1	LS	\$ 175,000.00	\$175,000.00	\$ 175,000,00	1.00	s		s	_	s	175,000.00	100%	\$	-	\$	8,750.00
M-108 8-UNIT T-HANGAR							1				┰					-	
12 ELECTRICAL SYSTEM	1	L\$**	\$ 115,000.00	\$115,000.00	s - "	0.85	3	97,750.00	\$		s	97.750.00	85%	\$	17,250.00	s	4,887.50
M-208 BOX HANGAR																T	_
13 MATERIALS	1	LS	\$ 122,000.00	\$122,000.00	\$ 122,000.00	1.00	\$	-	\$		\$	122,000.00	100%	S		s	6.100.00
M-208 BOX HANGAR					, ,,,,,,		-									Γ	
14 ERECTION	1	LS	\$ 56,250.00	\$56,250.00	\$ 49,500.00	1.00	\$	6,750.00	ş	-	\$	56,250.00	100%	\$		5	2.812.50
M-208 BOX HANGAR	_						1									Г	
15 FOUNDATION	1	LS	\$ 75,000.00	\$75,000.00	\$ 75,000.00	1.00	S	-			\$	75,000.00	100%	\$		\$	3.750.00
M-208 BOX HANGAR							T		Γ "-							l	
16 ELECTRICAL SYSTEM	1	L\$	\$ 30,000.00	\$30,000.00	S 24.000.00	0.98	\$	5,400.00			s	29,400,00	98%	S	600.00	\$	1,470.00
P-605 JOINT SEALING	[ŀ		ĺ								
17 FILLER	300		\$ 12.00	\$3,600.00	\$ 3,600.00	300.00					S	3,600.00	100%	-		\$	180.00
18 P-607 ISOLATION JOINT LF	1020	LF	\$ 6.00	\$6,120.00	\$ 6.120.00	1.020.00	5	-	Í		s	6.120.00	100%	5	-	\$	306.00
19 T-901 SEEDING	52	KSF	S 62.00	\$3,224.00	5 -	0.00	\$	-			5	-	0%	S	3,224.00	S	-
20 T-908 MULCHING		KSF		\$4,550.00	· · · · · · · · · · · · · · · · · · ·	0.00	+				\$		0%		4,550.00	\$	
21 R-303 AGGREGATE BASE		ÇY.		\$15,050,00		350.00					s	15,050.00	100%			5	752.50
R-414 OK PORTLAND	200	<u> </u>	3 43.00	\$13,000,00	¥ 10,000.00	550.00	13				7	13,030.00	100 76	~			702.00
CEMENT CONCRETE	Į		Į Į	[ļ	ļ				l						
22 PAVEMENT (8" DEPTH)	425	SY	S 106.00	\$45,050.00	S 45.050.00	425.00	5	-			s	45,050,00	100%	s		s	2,252.50
CO1: R65 White Roof Color	723	<u> </u>	7,00.00	\$45,050.00	3 43,003,00	720.00	۲Ť				ٽ ا	40.000.00		~		Ť	_,
23 Change	1	LS .	\$ 961.40	\$961.40	\$ 961.40	1.00	s	_			s	961.40	100%	s	-	s	48.07
CO2: 8 Hangar White Roof			0 201.40	9301.40	4 351.40		۲				Ĭ		10070			Ť	
24 Color Change	,[LS	\$2,354.05	\$2,354.05	S 2,354.05	1.00	5				s	2.354.05	100%	s		s	117.70
25			JE.004.03	Q2,007,00	<u> </u>		۲Ť				Ť	2.007.00		<u> </u>		, -	
TOTALS			1 500	D + 000 B04 45	0 4000 550 15		ļ	270.050.00			_	4.000.000.00	2001		00.004.00	-	CE 110 02
TTU FALS			1211	\$ 1,330,864.45	\$ 1,023,550.45		13	278,650.00	_ ু		L\$	1.302.200.45	98%	à.	28,664.00	١,٥	00,110,02

CITY OF OKEMAH

Vote Call:

REGULAR MEETING ECONOMIC DEVELOPMENT AUTHORITY

Monday, September 22, 2025 @ 6:15 P.M. Okemah City Hall, 502 West Broadway, Okemah, Oklahoma
1. FLAG SALUTE AND CALL TO ORDER
The Chairman will call the meeting to order.
2. ROLL CALL
City Clerk will conduct roll call of trustees.
3. CONSIDERATION AND POSSIBLE ACTION ON APPROVAL OF MINUTES OF PREVIOUS MEETING(S).
Action Needed: Motion to approve minutes as presented.
MOTION MADE BY:
MOTION SECONDED BY:
Vote Call:
Darlene Fox: YEA NAY ABSENT
Ronnie Lucas: YEA NAY ABSENT
Kelly West: YEA NAY ABSENT
Ron Gott: YEA NAY ABSENT
Wayne Bacon: YEA NAY ABSENT
4. CONSIDERATION AND POSSIBLE ACTION ON APPROVAL OF PURCHASE ORDERS.
Action Needed: Motion to approve purchase orders as presented.
MOTION MADE BY:
MOTION SECONDED BY:

Dariene Fox: YEA NAY ABSENT
Ronnie Lucas: YEA ABSENT
Kelly West: YEA NAY ABSENT
Ron Gott: YEA NAY ABSENT
Wayne Bacon: YEA NAY ABSENT
5. CONSIDERATION AND POSSIBLE ACTION ON APPROVAL OF BIGTIME BILLBOARDS LEASE.
Action Needed: Motion to approve lease with Bigtime Billboards.
MOTION MADE BY:
MOTION SECONDED BY:
Vote Call:
Darlene Fox: YEA NAY ABSENT
Ronnie Lucas: YEA NAY ABSENT
Kelly West: YEA NAY ABSENT
Ron Gott: YEA NAY ABSENT
Wayne Bacon: YEA NAY ABSENT
6. ECONOMIC UPDATE:
7. CITY MANAGER COMMENTS.
8. BOARD MEMBER COMMENTS:
- Darlene Fox
- Ronnie Lucas
- Kelly West

- Wayne Bacon
9. ADJOURNMENT
Action Needed: Motion to adjourn meeting.
MOTION MADE BY:
MOTION SECONDED BY:
Vote Call:
Darlene Fox: YEA NAY ABSENT
Ronnie Lucas: YEA NAY ABSENT
Kelly West: YEA NAY ABSENT
Ron Gott: YEA NAY ABSENT
Wayne Bacon: YEA NAY ABSENT
Posted at Okemah City Hall, 502 West Broadway, Okemah, Oklahoma, on the 19th day of September, 2025, at 6 p.m.

- Ron Gott

Relena Haddox

Relena Haddox, City Clerk

OKEMAH ECONOMIC DEVELOPMENT AUTHORITY

Regular Meeting Minutes

Date: Monday, August 25, 2025

Time: 6:15 p.m.

Place: Okemah City Hall, 502 West Broadway, Okemah, OK

1) Meeting Called to Order

The meeting was called to order at 6:22 p.m. A quorum was declared present.

2) Approval of Minutes

Motion by Ron Gott, second by Ronnie Lucas to approve the minutes.

Vote: Lucas - Yes, Fox - Yes, West - Yes, Gott - Yes, Bacon - Yes

Motion Carried.

3) Approval of Purchase Orders

Motion by Wayne Bacon, second by Kelly West to approve purchase orders as presented.

Vote: Lucas – Yes, Fox – Yes, West – Yes, Gott – Yes, Bacon – Yes

Motion Carried.

4) Founder Update

Discussion was held regarding the Founder and the Open TIF district. No action taken.

5) City Manager's Comments

The City Manager provided updates and general comments.

6) Comments and Inquiries from Board Members

- Ronnie Lucas None
- Darlene Fox None
- Kelly West None
- Ron Gott None
- Wayne Bacon None

7) Adjournment Meeting adjourned at 6:33 p.m.	
Relena Haddox, City Clerk	Kelly West, Chairman

9/05/2025 3:19 PM FUND: 30 - OKEMAH ECON DEVELPMENT PURCHASE ORDER CLAIM REGISTER

PAGE: 6 SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT	
DEPARTME	NT: 01	ADMINISTRATION					
26-0181	01-1031	CRAWFORD & ASSOCI	ATES, P.C.PROF SVC THRU 8/15/25	9/2025	34388	5,919.99	
26-0193	01-1114	UPWARD TECHNOLOGY	, LLC INSTALL COMPUTER	9/2025	#20240442	20.00	
26-0198	01-1853	OMMS - OKLAHOMA M	UNICIPAL M7/1/25-6/30/26 DUES	9/2025	22363	666.66	
26-0190	01-1917	AMAZON CAPITAL SE	RVICES 10W AMP COUNCIL ROOM	9/2025	1WP7-W4KD-6WWJ	59.40	
					DEPARTMENT TOTAL:	6,666.05	
					FUND TOTAL:	6,666.05	

PURCHASE ORDER CLAIM REGISTER

9/19/2025 12:07 PM FUND: 30 - OKEMAH ECON DEVELPMENT SUMMAR)

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTME 26-0229 26-0243	NT: 01 01-1114 01-1114	ADMINISTRATION UPWARD TECHNOLOGY, LLC UPWARD TECHNOLOGY, LLC	SERVER, PW COMPUTER EMAIL, PRINTER, MEDIA CNT	9/2025 9/2025	#20240447 #20240450	10.00
					DEPARTMENT TOTAL:	20.00
					FUND TOTAL:	20.00

CITY OF OKEMAH SPECIAL MEETING OKEMAH UTILITIES AUTHORITY

Monday, September 22, 2025 @ 6:20 P.M. Okemah City Hall, 502 West Broadway, Okemah, Oklahoma

1	FIΔ	G	SALI	ITE	CALL	TO	ORDER	,
•	1 2		JAL				CIVELIN	۸.

The Chairman will call the meeting to orde	The	Chairman	will call	the	meeting	to	orde	r.
--	-----	----------	-----------	-----	---------	----	------	----

2. ROLL CALL

S MEETING(S).

City Clerk will conduct roll call of trustees.
3. CONSIDERATION AND POSSIBLE ACTION ON APPROVAL OF MINUTES OF PREVIOUS
Action Needed: Motion to approve minutes as presented.
MOTION MADE BY:
MOTION SECONDED BY:
Vote Call:
Darlene Fox: YEA NAY ABSENT
Ronnie Lucas: YEA NAY ABSENT
Kelly West: YEA NAY ABSENT
Ron Gott: YEA NAY ABSENT
Wayne Bacon: YEA NAY ABSENT
4. CONSIDERATION AND POSSIBLE ACTION ON APPROVAL OF PURCHASE ORDERS.
Action Needed: Motion to approve purchase orders as presented.
MOTION MADE BY:
MOTION SECONDED BY:
Vote Call:
Darlene Fox: YEA NAY ABSENT
Ronnie Lucas: YEA NAY ABSENT
Kelly West: YEA NAY ABSENT

Ron Gott: YEA NAY ABSENT
Wayne Bacon: YEA NAY ABSENT
5. CONSIDERATION AND POSSIBLE ACTION ON APPROVAL OF REAP 2024-2025 REIMBURSEMENT REQUEST NO.2 IN THE AMOUNT OF 1,179.25.
Action Needed: Motion to approve REAP reimbursement request #2.
MOTION MADE BY:
MOTION SECONDED BY:
Vote Call:
Darlene Fox: YEA NAY ABSENT
Ronnie Lucas: YEA NAY ABSENT
Kelly West: YEA NAY ABSENT
Ron Gott: YEA NAY ABSENT
Wayne Bacon: YEA NAY ABSENT
6. CONSIDERATION AND POSSIBLE ACTION ON APPROVAL OF UNITED RENTALS INVOICE # 252217533-001 II THE AMOUNT OF \$1,179.25.
Action Needed: Motion to approve United Rentals Invoice # 252217533-001.
MOTION MADE BY:
MOTION SECONDED BY:
Vote Call:
Darlene Fox: YEA NAY ABSENT
Ronnie Lucas: YEA NAY ABSENT
Kelly West: YEA NAY ABSENT
Ron Gott: YEA NAY ABSENT
Wayne Bacon: YEA NAY ABSENT

7. CONSIDERATION AND POSSIBLE ACTION ON APPROVAL OF AQUA AEROBIC SYSTEMS. INC INVOICE # 1049150 IN THE AMOUNT OF \$80,405.86 FOR WASTEWATER TREATMENT PLANT MIXER AND AERATOR.

Action Needed: Motion to approve Aqua Aerobics invoice.

MOTION MADE BY:
MOTION SECONDED BY:
Vote Call:
Darlene Fox: YEA NAY ABSENT
Ronnie Lucas: YEA NAY ABSENT
Kelly West: YEA NAY ABSENT
Ron Gott: YEA NAY ABSENT
Wayne Bacon: YEA NAY ABSENT
8. CONSIDERATION AND POSSIBLE ACTION ON APPROVAL AND AUTHORIZATION OF INDIAN HEALTH SERVICES PROJECT OK22-W87 PAYMENT REQUEST NO.10 IN THE AMOUNT OF \$758,674.84.
Action Needed: Motion to approve payment request #10.
MOTION MADE BY:
MOTION SECONDED BY:
Vote Call:
Darlene Fox: YEA NAY ABSENT
Ronnie Lucas: YEA NAY ABSENT
Kelly West: YEA NAY ABSENT
Ron Gott: YEA NAY ABSENT
Wayne Bacon: YEA NAY ABSENT
9. CONSIDERATION AND POSSIBLE ACTION ON APPROVAL AND AUTHORIZATION OF FINANCIAL ASSISTANCE PROGRAM 22 DRAW REQUEST NO.25 IN THE AMOUNT OF \$1,546,403.24.
Action Needed: Motion to approve draw request #25.
MOTION MADE BY:
MOTION SECONDED BY:
Vote Call:
Darlene Fox: YEA NAY ABSENT
Ronnie Lucas: VEA NAV ARSENT

Kelly West: YEA NAY ABSENT
Ron Gott: YEA NAY ABSENT
Wayne Bacon: YEA NAY ABSENT
10. CONSIDERATION AND POSSIBLE ACTION ON APPROVAL OF CROSSLANDS HEAVY CONTRACTORS, INC. APPLICATION FOR PAYMENT # 10 IN THE AMOUNT OF \$1,456,636.35 FOR THE WATER TREATMENT IMPROVEMENT PROJECT.
Action Needed: Motion to approve pay application #10.
MOTION MADE BY:
MOTION SECONDED BY:
Vote Call:
Darlene Fox: YEA NAY ABSENT
Ronnie Lucas: YEA NAY ABSENT
Kelly West: YEA NAY ABSENT
Ron Gott: YEA NAY ABSENT
Wayne Bacon: YEA NAY ABSENT
10. CONSIDERATION AND POSSIBLE ACTION ON APPROVAL OF FERGUSON APPLICATION FOR PAYMENT # 10 IN THE AMOUNT OF \$111,364.86 FOR THE WATER TREATMENT IMPROVEMENT PROJECT.
Action Needed: Motion to approve pay application #10.
MOTION MADE BY:
MOTION SECONDED BY:
Vote Call:
Darlene Fox: YEA NAY ABSENT
Ronnie Lucas: YEA NAY ABSENT
Kelly West: YEA NAY ABSENT
Ron Gott: YEA NAY ABSENT
Wayne Bacon: YEA NAY ABSENT

11. CONSIDERATION AND POSSIBLE ACTION ON APPROVAL OF HAYNES EQUIPMENT APPLICATION FOR PAYMENT # 10 IN THE AMOUNT OF \$594,367.85 FOR THE WATER TREATMENT IMPROVEMENT PROJECT.
Action Needed: Motion to approve pay application #10.
MOTION MADE BY:
MOTION SECONDED BY:
Vote Call:
Darlene Fox: YEA NAY ABSENT
Ronnie Lucas: YEA NAY ABSENT
Kelly West: YEA NAY ABSENT
Ron Gott: YEA NAY ABSENT
Wayne Bacon: YEA NAY ABSENT
12. CONSIDERATION AND POSSIBLE ACTION ON APPROVAL OF MARTIN MARIETTA APPLICATION FOR PAYMENT # 10 IN THE AMOUNT OF \$71,226.98 FOR THE WATER TREATMENT IMPROVEMENT PROJECT.
Action Needed: Motion to approve pay application #10.
MOTION MADE BY:
MOTION SECONDED BY:
Vote Call:
Darlene Fox: YEA NAY ABSENT
Ronnie Lucas: YEA NAY ABSENT
Kelly West: YEA NAY ABSENT
Ron Gott: YEA NAY ABSENT
Wayne Bacon: YEA NAY ABSENT
13. CONSIDERATION AND POSSIBLE ACTION ON APPROVAL OF TWIN CITIES APPLICATION FOR PAYMENT 10 IN THE AMOUNT OF \$42,859.00 FOR THE WATER TREATMENT IMPROVEMENT PROJECT.
Action Needed: Motion to approve pay application #10.
MOTION MADE BY:
MOTION SECONDED BY:

Darlene Fox: YEA NAY ABSENT
Ronnie Lucas: YEA NAY ABSENT
Kelly West: YEA NAY ABSENT
Ron Gott: YEA NAY ABSENT
Wayne Bacon: YEA NAY ABSENT
14. ADJOURNMENT
Action Needed Consider and take possible action to adjourn the Regular Meeting of the Okemah City Council.
MOTION MADE BY:
MOTION SECONDED BY:
Vote Call:
Darlene Fox: YEA NAY ABSENT
Ronnie Lucas: YEA NAY ABSENT
Kelly West: YEA NAY ABSENT
Ron Gott: YEA NAY ABSENT
Wayne Bacon: YEA NAY ABSENT
Posted at Okemah City Hall, 502 West Broadway, Okemah, Oklahoma, on the 19th day of September, 2025, a
6:20 p.m.
Relena Haddow

Vote Call:

Relena Haddox, City Clerk

OKEMAH UTILITIES AUTHORITY

Regular Meeting Minutes

Date: Monday, September 8, 2025

Time: 6:15 p.m.

Place: Okemah City Hall, 502 West Broadway, Okemah, OK

Members Present:

- Ronnie Lucas Ward I
- Darlene Fox Ward II
- Kelly West Ward III
- Ron Gott Ward IV
- Wayne Bacon At Large

A quorum was declared present.

1) Meeting Called to Order

The meeting was called to order at 6:21 p.m.

2) Approval of Minutes

Motion by Ron Gott, second by Ronnie Lucas to approve the minutes.

Vote: Yes - All. Motion Carried.

3) Approval of Purchase Orders

Motion by Wayne Bacon, second by Kelly West to approve purchase orders as presented.

Vote: Yes - All. Motion Carried.

4) Water Treatment Project

Motion by Ronnie Lucas, second by Darlene Fox to move forward with the project.

Vote: Yes - All. Motion Carried.

5) Approve Bid from RGB3 - \$27,798.30

Motion by Wayne Bacon, second by Ronnie Lucas to approve.

Vote: Yes – All. Motion Carried.

6) Interstate Electric Corp. – 15HP Pump (\$18,910.00)

Motion by Kelly West, second by Ron Gott to approve.

Vote: Yes - All. Motion Carried.

7) Interstate Electric Corp. – Fairbanks Pump (\$15,230.00)

Motion by Ronnie Lucas, second by Wayne Bacon to approve.

Vote: Yes - All. Motion Carried.

8) Interstate Electric Corp. – Yeomans Pump (\$11,960.00)

Motion by Ron Gott, second by Kelly West to approve.

Vote: Yes - All. Motion Carried.

9) REAP Reimbursement Request No. 1 - \$45,605.89

Motion by Darlene Fox, second by Wayne Bacon to approve.

Vote: Yes - All. Motion Carried.

10) USA Bluebook Invoice \$223.56

Motion by Kelly West, second by Ronnie Lucas to approve.

Vote: Yes - All. Motion Carried.

11) Core & Main Invoice \$674.00

Motion by Ron Gott, second by Darlene Fox to approve.

Vote: Yes - All. Motion Carried.

12) USA Bluebook Invoice \$778.39

Motion by Ronnie Lucas, second by Wayne Bacon to approve.

Vote: Yes - All. Motion Carried.

13) Donald W. Magness Invoice \$7,000.00

Motion by Wayne Bacon, second by Kelly West to approve.

Vote: Yes - All. Motion Carried.

14) Donald W. Magness Invoice \$380.00

Motion by Darlene Fox, second by Ron Gott to approve.

Vote: Yes – All. Motion Carried.

15) C&M Magness Invoice \$2,850.00

Motion by Kelly West, second by Ronnie Lucas to approve.

Vote: Yes - All. Motion Carried.

16) Donald W. Magness Invoice \$2,500.00

Motion by Ron Gott, second by Wayne Bacon to approve.

Vote: Yes - All. Motion Carried.

17) Safety Plus USA LLC Quote \$28,000.00

Motion by Wayne Bacon, second by Ronnie Lucas to approve.

Vote: Yes – All. Motion Carried.

18) Safety Plus USA LLC Quote \$3,400.00

Motion by Kelly West, second by Darlene Fox to approve.

Vote: Yes – All. Motion Carried.

19) Project Status Updates

- 17th Street Lift Station None
- 3rd Street Watermain Upgrade None
- Water Treatment Plant 50% complete, intake scheduled to start in October
- Wastewater Treatment Plant FEMA funds project in progress.

20) City Manager's Comments

The City Manager provided updates on Public Works and upcoming items.

· Darlene Fox – None							
· Kelly West - None							
Ron Gott – None							
Wayne Bacon – None							
22) Adjournment Motion by Ronnie Lucas, second by Ron Gott to adjourn at 6:42 p.m.							
Vote: Yes – All. Motion Carried.							
Meeting adjourned.							
Relena Haddox, City Clerk	Kelly West, Chairman						

21) Board Member Comments

- Ronnie Lucas – None

9/19/2025 12:07 PM PURCHASE ORDER CLAIM REGISTER FUND: 02 - OKEMAH UTILITY AUTHORITY I SUMMAR)

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMEN	NT: 11	ADMINISTRATION				
26-0229	01-1114	UPWARD TECHNOLOGY, LLC	SERVER, PW COMPUTER	9/2025	#20240447	35.00
26-0243	01-1114	UPWARD TECHNOLOGY, LLC	EMAIL, PRINTER, MEDIA CNT	9/2025	#20240450	55.00
26-0252	01-1463	DON'S COPIERS	8/13/25-9/12/25 LEASE	9/2025	194671	79.16
26-0204	01-1917	AMAZON CAPITAL SERVICES	SUPPLIES	9/2025	1J9W-KRWJ-Y6HD	19.36
26-0231	01-1917	AMAZON CAPITAL SERVICES	SUPPLIES	9/2025	1GVW-3RWX-VTMT	9.94
26-0240	01-1917	AMAZON CAPITAL SERVICES	NUMERIC KEY PAD	9/2025	1TQ7-JGX1-1Q6J	20.39
26-0242	01-2031	WHAT BUGS YA?	SEPT. 2025 MONTHLY SVC	9/2025	7604	8.12
					DEPARTMENT TOTAL:	226.97
DEPARTME	NT: 20	WATER TREATMENT				
26-0196	01-1044	FUELMAN (FLEETCOR TECHNOLO	GFUEL 9/1/25-9/7/25	9/2025	NP69108205	10.96
26-0238	01-1111	USA BLUE BOOK	CLX FREE CHLORINE DRY	9/2025	INV00825102	414.78
26-0200	01-1461	HAWKINS INC.	FERRIC, CHLORINE	9/2025	7188388	3,122.25
26-0237	01-1461	HAWKINS INC.	CHEMICALS	9/2025	7202080	8,706.57
26-0235	01-1917	AMAZON CAPITAL SERVICES	OFFICE CHAIRS	9/2025	19MJ-HXRV-H7TG	140.00
					DEPARTMENT TOTAL:	12,394.56
DEPARTME	NT: 21	WATER DISTRIBUTION				
26-0196	01-1044	FUELMAN (FLEETCOR TECHNOLO	GFUEL 9/1/25-9/7/25	9/2025	NP69108205	48.81
26-0210	01-1065	NAPA AUTO PARTS	VEHICLE MAINTENANCE	9/2025	584359	135.25
26-0212	01-1065	NAPA AUTO PARTS	EQUIPMENT MAINTENANCE	9/2025	584906	10.98
26-0229	01-1114	UPWARD TECHNOLOGY, LLC	SERVER, PW COMPUTER	9/2025	#20240447	20.00
					DEPARTMENT TOTAL:	215.04
DEPARTME	NT: 22	LAKE				
26-0249	01-1020	BENSON'S TRUE VALUE HARDWA	RCIRC BREAKERS, OUTLETS	9/2025	220029	89.94
26-0247	01-1128	DOLLAR GENERAL #00159	TRASH BAGS	9/2025	1001396540	12.95
26-0204	01-1917	AMAZON CAPITAL SERVICES	SUPPLIES	9/2025	1J9W-KRWJ-Y6HD	104.34
					DEPARTMENT TOTAL:	207.23

9/19/2025 12:07 PM PURCHASE ORDER CLAIM REGISTER FUND: 02 - OKEMAH UTILITY AUTHORITY

I SUMMAR)

FORD. VZ - OREMAN OTHER ACTIONITY						SUMMAR
P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTME	ENT: 23	WASTEWATER TREATMENT				
26-0234	01-1020	BENSON'S TRUE VALUE HAR	DWARMATERIAL & SUPPLIES	9/2025	219929	87.11
26-0196	01-1044	FUELMAN (FLEETCOR TECHNOLOGFUEL 9/1/25-9/7/25		9/2025	NP69108205	52.20
26-0230	01-1044	FUELMAN (FLEETCOR TECHN	OLOGFUEL 9/8/25-9/14/25	9/2025	NP69130104	56.41
26-0125	01-1251	DAILY MEDICAL SUPPLY	XL VINYL GLOVES	9/2025	719497	150.00
26-0228	01-1461	HAWKINS INC.	CHLORINE, SULFUR DIOXIDE	9/2025	7182760	1,596.80
					DEPARTMENT TOTAL:	1,942.52
DEPARTME	ENT: 24	SEWER COLLECTION				
26-0230	01-1044	FUELMAN (FLEETCOR TECHN	OLOGFUEL 9/8/25-9/14/25	9/2025	NP69130104	152.02
26-0229	01-1114	UPWARD TECHNOLOGY, LLC	SERVER, PW COMPUTER	9/2025	#20240447	20.00
26-0251	01-1917	AMAZON CAPITAL SERVICES	WIRE CONNECTORS	9/2025	1DK3-HD14-1TR4	94.99
					DEPARTMENT TOTAL:	267.01
DEPARTM	ENT: 26	SANITATION				
26*0195	01-2018	GREEN ENVIRONMENTAL SERVICEAUGUST 2025 TRASH SVC	9/2025	143614	54,046.43	
					DEPARTMENT TOTAL:	54,046.43
					FUND TOTAL:	69,299.76
						•