REGULAR MEETING OKEMAH CITY COUNCIL

WHEN: THURSDAY, OCTOBER 16, 2025 @ 6:00 P.M.

PLACE: OKEMAH CITY HALL, 502 WEST BROADWAY, OKEMAH, OK

AGENDA:

- 1) FLAG SALUTE AND ROLL CALL
- 2) MEETING CALLED TO ORDER AND DECLARATION OF QUORUM.
- 3) APPROVAL OF MINUTES.
- 4) APPROVAL OF PURCHASE ORDERS.
- 5) CONSIDER AND TAKE POSSIBLE ACTION TO APPROVE A MEMORANDUM OF AGREEMENT WITH THE MUSCOGEE (CREEK) NATION FOR PROJECT OK-24-Y31.
- 6) CONSIDER AND TAKE POSSIBLE ACTION TO APPROVE HANGAR LEASE SPACE NO.7 AGREEMENT WITH JAKE KAVENHOFEN.
- 7) CONSIDER AND TAKE POSSIBLE ACTION TO APPROVE PAYMENT TO OKEMAH RURAL FIRE DEPARTMENT IN THE AMOUNT OF \$14,860.00 FOR SURPLUS ITEMS SOLD AT PURPLE WAVE.
- 8) CONSIDER AND TAKE POSSIBLE ACTION TO APPROVE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF OKEMAH AND THE FRATERNAL ORDER OF POLICE LODGE #237.
- 9) DISCUSSION OF THE STATUS AND PROGRESS OF THE FOLLOWING PROJECTS:
 - SIGNAGE.
 - AIRPORT.
- 10) CITY MANAGERS COMMENT.

11) COMMENTS AND INQUIRIES FROM BOARD MEMBERS.

- RONNIE LUCAS-WARD I
- DARLENE FOX-WARD II
- KELLY WEST-WARD III
- RON GOTT-WARD IV
- WAYNE BACON-AT-LARGE

12) ADJOURNMENT.

This agenda was posted in public view at the Okemah City Hall, 502 West Broadway, Okemah, OK prior to 6:00 p.m. on October 15^{th} , 2025.

Relena Haddox, City Clerk

Relena Haddow

PURCHASE ORDER CLAIM REGISTER PAGE: 1 SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTME	NT: 01	ADMINISTRATION				
26-0267	01-1031	CRAWFORD & ASSOCIATES, P.C	.PROF SVC THRU 9/15/2025	10/2025	34494	259.17
26-0272	01-1114	UPWARD TECHNOLOGY, LLC	TROUBLESHOOT ISSUES	10/2025	#20240461	10.00
26-0285	01-1128	DOLLAR GENERAL #00159	FALL DECORATIONS	10/2025	1001399805	42.00
26-0286	01-1501	BANKCARD CENTER, INC (VISA)MUMS, PERINIALS	10/2025	2107428	80.00
26-0292	01-1501	BANKCARD CENTER, INC (VISA)SUPPLIES TRICK OR TREAT	10/2025	10062025-SAMS	149.70
26-0261	01-1622	S2 SOLUTIONS, INC.	10/25-12/25 MAINTENANCE	10/2025	035259	25.00
26-0189	01-1783	STAPLES BUSINESS ADVANTAGE	SUPPLIES	10/2025	6043344796	60.64
26-0293	01-2031	WHAT BUGS YA?	OCTOBER 2025 MAINTENANCE	10/2025	7707	8.13
					DEPARTMENT TOTAL:	634.64
DEPARTME	NT: 02	POLICE				
26-0246	01-1044	FUELMAN (FLEETCOR TECHNOLOGFUEL 9/15/25-9/21/25		10/2025	NP69162249	426.32
26-0257	01-1044	FUELMAN (FLEETCOR TECHNOLOGFUEL 9/22/25-9/28/25		10/2025	NP69186067	240.50
26-0268	01-1044	FUELMAN (FLEETCOR TECHNOLO	GFUEL 9/29/25-10/5/25	10/2025	NP69261425	265.63
26-0278	01-1065	NAPA AUTO PARTS	BATTERY (UNIT 5)	10/2025	585802	199.99
26-0272	01-1114	UPWARD TECHNOLOGY, LLC	TROUBLESHOOT ISSUES	10/2025	#20240461	40.00
26-0276	01-1453	OKEMAH TIRE & AUTO	VEHICLE MAINTENANCE	10/2025	68228	40.00
26-0261	01-1622	S2 SOLUTIONS, INC.	10/25-12/25 MAINTENANCE	10/2025	035259	50.00
26-0239	01-1678	DIRECT DISCOUNT TIRE	4 TIRES BLACKHAWK 10PLY	10/2025	#2-28974	631.00
26-0189	01-1783	STAPLES BUSINESS ADVANTAGE	SUPPLIES	10/2025	6043344796	38.19
26-0293	01-2031	WHAT BUGS YA?	OCTOBER 2025 MAINTENANCE	10/2025	7707	16.25
					DEPARTMENT TOTAL:	1,947.88
DEPARTME	NT: 03	CITY FIRE				
26-0246	01-1044	FUELMAN (FLEETCOR TECHNOLO		10/2025	NP69162249	43.27
26-0257	01-1044	FUELMAN (FLEETCOR TECHNOLO	GFUEL 9/22/25-9/28/25	10/2025	NP69186067	76.67
26-0268	01-1044	FUELMAN (FLEETCOR TECHNOLO	GFUEL 9/29/25-10/5/25	10/2025	NP69261425	133.54
					DEPARTMENT TOTAL:	253.48
DEPARTME	NT: 04	POLICE DISPATCH				
26-0261	01-1622	S2 SOLUTIONS, INC.	10/25-12/25 MAINTENANCE	10/2025	035259	25.00
26-0293	01-2031	WHAT BUGS YA?	OCTOBER 2025 MAINTENANCE	10/2025	7707	16.25
					DEPARTMENT TOTAL:	41.25

10/10/2025 2:12 PM FUND: 01 - CITY GENERAL FUND

PURCHASE ORDER CLAIM REGISTER

PAGE: 2 SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT	
DEPARTME	NT: 05	CITY PUBLIC WORKS					_
26-0263	01-1001	OKEMAH ACE HARDWARE & SUPE	PIM18 FUEL HT IMPACT WRENCH	10/2025	33212	42.72	
26-0246	01-1044	FUELMAN (FLEETCOR TECHNOLO	GFUEL 9/15/25-9/21/25	10/2025	NP69162249	154.20	
26-0257	01-1044	FUELMAN (FLEETCOR TECHNOLO	GFUEL 9/22/25-9/28/25	10/2025	NP69186067	166.14	
26-0268	01-1044	FUELMAN (FLEETCOR TECHNOLO	GFUEL 9/29/25-10/5/25	10/2025	NP69261425	526.64	
26-0250	01-1065	NAPA AUTO PARTS	BATTERY - COMPRESSOR	10/2025	585012	62.33	
26-0227	01-2069	HOGAN ELECTRIC LLC	RELOCATION SVC MAIN ST	10/2025	1571	4,388.14	
					DEPARTMENT TOTAL:	5,340.17	
DEPARTME	NT: 06	ANIMAL CONTROL					
26-0257	01-1044	FUELMAN (FLEETCOR TECHNOLO	OGFUEL 9/22/25-9/28/25	10/2025	NP69186067	58.10	
26-0268	01-1044	FUELMAN (FLEETCOR TECHNOLO	OGFUEL 9/29/25-10/5/25	10/2025	NP69261425	61.72	
26-0275	01-1081	OKFUSKEE COUNTY VET CLINIC	C EUTHANASIA 6 CANINE	10/2025	79650	474.00	
26-0282	01-1377	OKLAHOMA TURNPIKE AUTHORIT	TYSEPT 2025 TURNPIKE TOLLS	10/2025	20250995586	3.12	
26-0261	01-1622	S2 SOLUTIONS, INC.	10/25-12/25 MAINTENANCE	10/2025	035259	165.00	
					DEPARTMENT TOTAL:	761.94	
DEPARTME	NT: 07	CEMETERY					
26-0263	01-1001	OKEMAH ACE HARDWARE & SUPI	PLM18 FUEL HT IMPACT WRENCH	10/2025	33212	42.71	
26-0246	01-1044	FUELMAN (FLEETCOR TECHNOLO	OGFUEL 9/15/25-9/21/25	10/2025	NP69162249	59.94	
26-0268	01-1044	FUELMAN (FLEETCOR TECHNOLO	OGFUEL 9/29/25-10/5/25	10/2025	NP69261425	74.59	
26-0280	01-1065	NAPA AUTO PARTS	BELT, PULLY, FILTER	10/2025	585198	86.77	
26-0261	01-1622	S2 SOLUTIONS, INC.	10/25-12/25 MAINTENANCE	10/2025	035259	75.00	
26-0266	01-1819	MONTGOMERY DOZER SERVICE,	LPUSH DIRT INTO POND	10/2025	09232025	625.00	
					DEPARTMENT TOTAL:	964.01	
DEPARTME	NT: 08	PARKS & RECREATION					
26-0263	01-1001	OKEMAH ACE HARDWARE & SUPI	PIM18 FUEL HT IMPACT WRENCH	10/2025	33212	42.71	
					DEPARTMENT TOTAL:	42.71	
DEPARTME	NT: 09	LIBRARY					
26-0261	01-1622	S2 SOLUTIONS, INC.	10/25-12/25 MAINTENANCE	10/2025	035259	150.00	
					DEPARTMENT TOTAL:	150.00	

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FUND: 01 - CITY GENERAL FUND

PURCHASE ORDER CLAIM REGISTER

PAGE: 3
SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTME	NT: 10	EMERGENCY MANAGEMENT	CONTRACTOR AND CONTRA			
26-0246 01-1044		FUELMAN (FLEETCOR TECHNOLO	OGFUEL 9/15/25-9/21/25	10/2025	NP69162249	12.07
26-0293	01-2031	WHAT BUGS YA?	OCTOBER 2025 MAINTENANCE	10/2025	7707	16.25
					DEPARTMENT TOTAL:	28.32
DEPARTME	NT: 15	CODE ENFORCEMENT				
26-0291	01-1001	OKEMAH ACE HARDWARE & SUPE	PLRUBBER MALLET, STAKES	10/2025	33585	17.73
26-0246	01-1044	FUELMAN (FLEETCOR TECHNOLO	OGFUEL 9/15/25-9/21/25	10/2025	NP69162249	48.27
					DEPARTMENT TOTAL:	66.00
DEPARTME	NT: 16	AIRPORT				
26-0258	01-1711	ELECTRIC POWER SOLUTIONS,	LBEACON BULB, RUNWAY LIGHT	10/2025	017847	6,234.70
					DEPARTMENT TOTAL:	6,234.70
DEPARTME	NT: 19	MEDIA CENTER				
26-0261	01-1622	S2 SOLUTIONS, INC.	10/25-12/25 MAINTENANCE	10/2025	035259	180.00
					DEPARTMENT TOTAL:	180.00
					FUND TOTAL:	16,645.10

10/10/2025 2:12 PM PURCHASE ORDER CLAIM REGISTER PAGE: 6 FUND: 05 - CAPITAL IMPROVEMENT FUND SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMEN	NT: 05	CITY STREET				
26-0265	01-2017	RGB3 LLC	S 11TH & BIRCH STORMDRAIN	10/2025	09222025-S 11TH	4,206.00
					DEPARTMENT TOTAL:	4,206.00
DEPARTMEN	NT: 23	WASTEWATER				
26-0290	01-1572	AMERICAN ELECTRIC PUBLIC	SINTALL LIGHTS AT WWTP	10/2025	167-215861318	4,060.45
					DEPARTMENT TOTAL:	4,060.45
DEPARTMEN	NT: 24	SEWER COLLECTION				
26-0253	01-1102	SMITH & LOVELESS, INC.	B SHAFT, FRS & BRS NIPPLE	10/2025	187236	1,060.31
					DEPARTMENT TOTAL:	1,060.31
					FUND TOTAL:	9,326.76



Public Health Service

Oklahoma City Area Indian Health Service 701 Market Drive Oklahoma City, OK 73114

OK 24-Y31 Exchange Letter Amendment Part II

September 23, 2025

David Hill, Principal Chief The Muscogee (Creek) Nation P.O. Box 580 Okmulgee, OK 74447

Dear Principal Chief Hill:

This refers to the Memorandum of Agreement for Project OK 24-Y31, executed by The Muscogee (Creek) Nation on August 27, 2024 and by the Indian Health Service (IHS) on September 5, 2024. This Agreement provides for the construction of domestic water supply and adequate wastewater disposal facilities to serve thirty existing eligible Indian-owned homes in Creek, Hughes, Mayes, McIntosh, Muskogee, Okfuskee, Okmulgee, Rogers, Seminole, Tulsa, and Wagoner Counties, Oklahoma.

One participant on this project, Shyanne Hunt, can be served by a sewer manhole replacement of the Okemah Utilities Authority wastewater system, hereinafter called the City. The City is agreeable to an improvement of its wastewater system to serve is this participant. The IHS will provide funding for the construction of the sewer manhole replacement to serve this home.

To provide for the inclusion of the City as a party to the aforementioned Agreement and to provide for the release of project funds to the City for construction of the wastewater disposal facilities, the following paragraphs are added to the Memorandum of Agreement cited previously:

IHS Responsibilities

- 1. The IHS will contribute to the City funding in the negotiated amount of \$4,700.00 for the construction of the sewer manhole replacement to serve the project home, as outlined in Attachment I. The funds will be available for payment directly from the Oklahoma City Area IHS finance office to the City upon:
 - **A.** Approval of this Agreement.
 - **B.** Completion and approval by the IHS of the environmental review.
 - **C.** In accordance with the following terms and conditions:
 - 1) The IHS may provide a contribution to the City in advance of construction for planning expenses including the purchase or rental of equipment and materials to prepare for construction.
 - **a.** This initial advance should be kept to the minimum necessary and shall not exceed 25 percent of the IHS contribution.
 - b. Interest in excess of \$100 per year earned on advances must be

returned to the project account.

- 2) Payments to the City for project work will be on a reimbursable basis, except as provided for in paragraph 3.D.1, upon presentation of an invoice for completed work that has been verified by the IHS Project Engineer.
 - **a.** Payments will be credited against the advance until the advance is repaid in full.
- 3) The City must maintain a separate financial (bookkeeping) account for IHS contributed funds.
- 4) Any savings realized following substantial completion of the facilities described will be returned to the IHS. The IHS will consult with the City and coordinate the disposition of the savings.
- 2. That prior to construction, the IHS will conduct an environmental review and clearance in accordance with Department of Health and Human Services (HHS) policies and procedures in the HHS General Administrative Manual Part 30, the Council on Environmental Quality Regulations at 40 CFR 1500-1508, and procedures that the IHS published in the Federal Register, Vol. 58, No. 3, page 569.
- 3. That upon completion of the project, the IHS will transfer all real and/or implied rights, title, and interests in the above-mentioned sewer manhole replacement to the City.

City Responsibilities

- 4. The City shall register or maintain current registration with the Official U.S. Government System for Award Management (SAM) to receive electronic funds transfer (EFT) payments per the Federal Acquisition Regulations Subpart H Part 52.204-7. This requirement must be met in order for the IHS funding contribution to be released to the City.
- 5. The City, utilizing IHS contributed funding, will provide for all equipment, supplies, materials, and labor necessary to construct the sewer manhole replacement to serve the project home as provided for under this Exchange Letter Amendment.
- 6. The City will obtain a construction and/or storm water discharge permit (for construction disturbing one acre or more of land), if required. The City will obtain all road crossing permits for the construction of the aforementioned sewer manhole replacement, if required. The City will provide copies of the permits to the IHS at no additional cost prior to construction.

- 7. The City will obtain all of the necessary easements, rights-of-way, and other interests in land required for the construction of the aforementioned sewer manhole replacement. The City will provide copies of the easement and rights-of-way to the IHS at no additional cost prior to construction, if requested.
- 8. The City will provide sewer service to the aforementioned project home as soon as practical and no later than thirty (30) days after receipt of the initial contribution in accordance with paragraph 1.
- 9. That the City will permit the IHS or its designated representatives to periodically observe and make appropriate tests during construction of the facilities to assure that all work is completed in accordance with ODEQ regulations.
- 10. That the City will provide or arrange for the provision of a one-year warranty on workmanship and materials incorporated in the facilities provided for under this Exchange Letter Amendment.
- 11. Upon completion of construction, the City will accept transfer of the facilities, will incorporate them into its system, and will assume responsibility for the proper operation and maintenance of the installed facilities, as its own property, so as to keep them in an effective operating condition.

Participant Responsibilities

12. That it is understood that the individual participant will be responsible for payment of his/her monthly utility bills to the City in accordance with the City's rules and regulations.

All other terms and conditions of the Memorandum of Agreement, which are not otherwise affected by this Amendment, shall remain in effect.

Please signify your concurrence by your signature below. Upon execution by all parties, this document shall become an official Amendment (Part II) to the Memorandum of Agreement for Project OK 24-Y31. Please return this letter to this office so that it may be included in our project files. Copies will be furnished to all parties upon execution.

Sincerely,

RADM Travis Watts, PharmD Area Director

CONCL	IDDE	NCF.

Principal Chief, The Muscogee (Creek) Nation	9/25/25 Date
Mayor, Okemah Utilities Authority	Date

ATTACHMENT I

Negotiated cost of a sewer manhole replacement to the Okemah Utility Authority for the Shyanne Hunt residence on IHS Project OK 24-Y31.

Item No. 1.	Description Manhole	Quantity 1	Unit EA	Unit Price \$ 2,000.00	Total Price \$ 2,000.00
2.	4" Ductile Pipe	1	LS	\$ 2,000.00	\$ 2,000.00
3.	6" Core Drill	1	EA	\$ 300.00	\$ 300.00
4.	1.5" Class A Rock Backfill	1	LS	\$ 400.00	\$ 400.00
				Total Cost	\$ 4,700.00

Okemah Municipal Airport (F-81)



HANGAR LEASE AGREEMENT

This Lease Agreement, is hereby made and entered into this 1st day of Movember 2005, by and between the City of Okemah, Oklahoma, the Fixed Base Operator at the Okemah Municipal Airport, Oklahoma (hereinafter called "Lessor") and <u>Jacobs</u> Tenant (hereinafter called "Lessee"),

WITNESSETH:

WHEREAS, LESSOR is the authorized lessor of certain real property and improvements known collectively as the Okemah Municipal Airport located two miles south of the City of Okemah on highway 27 (11101 Hwy 27, Okemah, Ok 74859).

WHEREAS, LESSOR, through its governing body, has recommended and received approval for the execution of this Hangar Lease Agreement with LESSEE, upon verification of the qualifications by its duly authorized representative; and

WHEREAS, the LESSEE desires to lease from the LESSOR a certain hangar space for the storage of an aircraft of which LESSEE is registered with the FAA as owner, co-owner or managing partner and which said hangar is owned by the LESSOR and is constructed on said municipal airport property;

NOW THEREFORE, in consideration of the rental proceeds, covenants and mutual obligation set forth herein, LESSOR does hereby lease to LESSEE that hangar space more specifically designated herein located on LESSOR's property thereupon, together with the following rights herein described.

- 1. **PREMISES:** LESSOR leases to the LESSEE as space in that certain hangar constructed on the Okemah Municipal Airport property located one mile south on Highway 27 from Okemah Corporate City Limits which is designated as No. __ in Building No. __.
- 2. <u>TERM:</u> LESSOR leases to the LESSEE said hangar space for a term commencing on <u>November 2015</u> and terminating on the <u>To be definitional new inless</u> sooner terminated in accordance with the provisions of this lease.
- 3. <u>RENTAL:</u> LESSEE hereby agrees to pay to the LESSOR as rental for said hangar space the sum or \$250 per month for the single space T-Hangars, owners having multiple aircraft will pay \$200 per T-Hangar space. The 60 foot by 60-foot Box Hangar will lease for \$700 per month. The first month's rent on any hangar is due and payable in advance on the first day

of November, 2025 rent thereafter shall be due and payable on the first day of each month and shall be deemed late if not received by the tenth (10th) day of each month. Lease payments shall be made to:

Okemah City Hall 502 West Broadway Okemah, OK 74859

It is specifically understood and agreed by and between the LESSOR and the LESSEE that the monthly rental for said hangar space may be adjusted at the time of any lease renewal. LESSEE acknowledges monthly rental fees are exclusively determined by LESSOR upon recommendation of the Airport Advisory Board.

4. <u>AIRCRAFT</u>: Said hangar space is being leased to the LESSEE for the storage of the following described aircraft and its ancillary equipment only

Manufacturer: Pife C

Model: PA-28 Cherokec 160

N NO: N9849W

Registered Owner: Jacoba Kayenhafen

Storage of any other items other than aircraft is not allowed unless agreed to between the parties. Maintenance of aircraft in said hangar space is limited to the maintenance normally performed by aircraft owners, pilot or a certified A&P Mechanic. No commercial maintenance activities allowed without prior approval.

5. <u>LIABILITY AND INDEMNIFICATION</u>: LESSOR agrees to provide general fire and casualty on the hangar structure only. In no circumstances shall LESSOR provide insurance

coverage, or be responsible for any theft, damage, or loss to any aircraft or personal property or other hangar contents belonging to LESSEE. LESSOR shall only be responsible for damages that are specifically covered by LESSOR's liability policy for the policy coverage amounts. LESSEE shall satisfy himself or herself that the amount of coverage, terms, limits and conditions of LESSOR's policy are acceptable to LESSEE. LESSOR agrees, during the term, renewals or extensions of this lease, to indemnify and hold harmless LESSEE from and for any and all claims made by, on behalf of, or in the place of any previous lessee or invitees of the premises in connection with the use of the premises. LESSOR further agrees to indemnify and hold harmless, LESSEE from and for any and all claims made by creditors and/or assigns of any of the said previous lessees of the premises

6. **COVENANTS OF LESSEE:** LESSEE expressly covenants that:

- a. LESSEE agrees to take good care of the premises and not use it for any purpose other than minor maintenance, alteration, and storage of aircraft. LESSEE shall be liable for all damages which LESSEE causes to the hangar, normal wear and use being excepted. LESSEE shall not make any alterations, installations, attachments, or make any improvements to the hangar, except as authorized by LESSOR.
- b. LESSEE shall comply with all city, county, state and federal laws and regulations, including all aviation, environmental and safety regulations. LESSEE shall also abide by any local airport rules that currently exist and/or may be adopted from time to time.
- c. LESSEE shall not perform any reckless or any unsafe act, engage in any hazardous or unsafe activity that causes any risk of injury or harm to persons or property on the airport premises. The parties acknowledge that LESSOR reserves the exclusive right to terminate this lease without notice or penalty should this covenant be breached.
- d. LESSEE shall not keep firearms, fuel, explosives, or any noxious, substances inside the hangar space with exception of consumer quantities of normal maintenance substances (no bulk storage).
- e. LESSEE shall be responsible for the doors on said hangar space to be closed at all times except during ingress and egress, after which doors shall be immediately closed.

- f. LESSOR agrees to maintain the inside of said hangar and the premises in an neat and orderly manner.
- g. LESSEE will provide a security lock for the leased hangar space and provide LESSOR a key or combination for emergency access and inspection purposes.
- 7. <u>USE OF PREMISES</u>: LESSEE shall have the right to the non-exclusive use, in common with others, of the airport parking areas, appurtenances and improvements thereon, the right to install, operate, maintain and store, subject to the approval of LESSOR in the interests of safety and convenience of all concerned, all equipment necessary for the safe storage of the Lessee's aircrafts, the right of ingress to and egress from the demised premises, which right shall extend to the Lessee's employee's, guests, and patrons, the right, in common with other authorized to do so, to use common areas of the airport, including runways, taxiways, aprons, roadways, and other conveniences for the take-off, taxiing and landing of aircraft.
- 8. CHANGE OF AIRCRTAFT OWNERSHIP: In the event the LESSEE disposes of or transfers the title to the aircraft being stored in such hangar space, this Lease shall be terminated, and LESSEE has a duty to notify the LESSOR immediately upon such transfer of title or the disposing of such aircraft. However, if the LESSEE intends to acquire another aircraft within a reasonable length of time the LESSOR and LESSEE may negotiate arrangements for the LESSEE to retain said hangar space during the interval between disposing of such aircraft and the acquiring of another aircraft.
- 9. <u>INSPECTION:</u> LESSOR shall have the right to ingress and egress to inspect the premises at any time during reasonable hours. LESSOR will give reasonable notice to LESSEE of the date and time of inspection. Failure to cooperate with inspection process shall be grounds for lease termination.
- ASSIGNMENT PROHIBITED: LESSEE may not, at any time during the time of this lease.
 Assign, sublet, or transfer rights to this agreement or any interest therein, without the consent of LESSOR.
- 11. <u>AIRPORT DEVELOPMENT:</u> LESSOR reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or view of the LESSEE, and without interference or hindrance. If any development, re-development or improvements of the airport requires the relocation of the LESSEE, the LESSOR agrees to

- provide a compatible hangar for relocation at no cost to LESSEE during the lease term if compatible hangar is available.
- 12. <u>APPROACH PROTECTION:</u> LESSOR reserves the right to take any action it considers necessary to protect and safeguard the aerial approaches, taxiways, tarmac, terminal, facilities or operations of the airport for any reason. If relocation of LESSEE is required to accomplish these endeavors, LESSOR will provide a compatible hangar if available or terminate the lease without penalty to LESSEE.
- 13. <u>SUBORDINATION PROVISION</u>: The lease shall be subordinate to the provisions of any existing or future agreement between the LESSOR and the United States relative to the operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal or state funds for the development of the airport.
- 14. TERMINATION: It is understood and agreed by and between LESSOR and LESSEE that the payment of monthly rental and all other conditions imposed upon LESSEE, including, but not limited to, those mentioned in the numerical paragraphs 3, 5, 6, 7, 8 and 9 above, are conditions, the violation of any one of which shall be grounds for termination this Lease at the discretion of the LESSOR. In the event of such violation, LESSOR shall give the LESSEE thirty (30) days' notice in writing of LESSOR'S intent to terminate the lease provided, however, if such violation, in the opinion of LESSOR, constitutes a hazard to life or property LESSOR may immediately terminate this Lease Agreement and enter said hangar and take whatever means are reasonable and necessary in the opinion of LESSOR to eliminate such hazard. LESSEE shall have no absolute right to terminate this Lease Agreement prior to the expiration of the term of the Lease as provided for in numerical paragraph 2 above. However, in the event unforeseen special circumstances arise LESSEE may make written application to LESSOR not less than thirty (30) days prior to a requested termination of this Lease Agreement. LESSOR in its sole, unrestricted discretion may approve or disapprove the request for early termination.
- 15. <u>DEFAULT</u>: If LESSEE fails to use, maintain, and operate the Premises as herein required, or abandon the property; or defaults in the performance of or breach of any other covenant, condition, or restriction of this Lease Agreement herein provided to be kept or performed by LESSEE, the LESSOR shall have the right but not obligation to give written notice to remedy such default or breach. If the default or breach is remedied within thirty (30) days following such notice, then this Lease Agreement shall continue in full force and effect. If such default or breach is not remedied within thirty (30) days following such notice, then LESSOR may, at its option, terminate this Lease, and, in addition to all remedies, LESSOR may re-enter and re-lease the Premises.

- 16. **SURRENDER OF POSSESSION:** Upon the termination of the Lease Agreement, for any reason, LESSEE shall immediately surrender possession of the premises to LESSOR. In the event that LESSEE fails and refuses to immediately surrender possession, LESSOR shall have the right to pursue legal remedies for the recovery of (a) possession of the premises, (b) for the recovery of all damages due, plus reasonable attorney's fees, including all litigation expenses and court costs.
- 17. RENEWAL OPTION: Both parties agree that LESSEE may exercise a right to renew this Lease Agreement under the same terms and conditions for a period not to exceed one year. LESSEE shall be required to notify LESSOR in writing within sixty (60) days of the expiration of the lease term if LESSEE desires to exercise said option. In the event, LESSEE elects to renew said Lease Agreement, all terms and conditions, less and except any across-the-board rental increase by LESSOR, of this agreement shall remain in full force and effect. LESSOR may show the premises to any prospective LESSEE at any reasonable hour during the last sixty (60) days of its term or extended term hereof. This lease agreement shall not be deemed renewed except upon written agreement to that effect. If said lease is not formally renewed in writing as set forth in the provisions of this paragraph, rental of said hangar shall continue on a month-by-month basis under all other terms and conditions of this agreement, unless rental increases have been uniformly applied and approved as set forth herein.
- 18. **BINDING EFFECT: MODIFICATION; WAIVER AND NOTICE:** This Lease Agreement and each of its provisions shall be binding upon and shall inure to the benefit of the respective heirs, executors, administrators, trustees, successors, and assigns of the parties.
- 19. <u>CONFLICT OF LAWS</u>: In the event of a dispute of any provision of this agreement, the laws of the State of Oklahoma shall be applied and the District Court of Okfuskee County, Oklahoma shall be considered the presiding jurisdiction and controlling venue of any litigation ensuing therefrom.

IN WITNESS WHEREOF, we have hereunto set our hands the date and year first above written.

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Authorized Representative

Jake Kavenhosen

MAILING ADDRESS

107037 N/3650RO

Boley OK 74829_

405 788 2157 Blue Wing, en Qg Mail, Com

I Roy Neal Fire Chief of Okemah is requesting to be reimbursed for the Okemah Rule Fire Departments equipment that we sold on purple wave.

Fire Chief

Roy Ned

Dotal: \$ 14,8600



Settlement

250902-423469 Auction Date: 09/02/2025 Last Updated: 09/16/2025

Amount

\$7,200.00

\$6,200.00

Pay by check City of Okemah 502 West Broadway Okemah, OK 74859 Phone: 9183805191 Email: citymanager@okemahok.gov

Your settlement has been processed in accordance with the terms as outlined in your auction contract. Additional auction details can be viewed anytime by logging into your Purple Wave account.

Bidder	Item	Qty	Description	Commissions / Fees
2.444			en a seminer sou con include companyone and to be some an account to the first	
366010	EU2041	1	(100) concrete culverts • 22" x 8' • 30" x 8' City of Okemah	0% commission G - Listing Fee Waived
			Okemah, OK 74859	
			arrangement of a microscope to the least of a companion of the companion o	
300381	EU2042	1	 1980 Chevrolet C30 flatbed pickup truck Miles: 38,043 on odometer VIN: CKM33AJ119655 	0% commission G - Listing Fee Waived
			 Cylinders: 8 Fuel type: Gas Transmission Manual Speed; 4. Four wheel drive 	
			Interior • Heat • Auxiliary controls Features	1
			 Bed Flatbed Length: 9' Width: 92" Height: 39" 	

o Hitch: Gooseneck

Size: LT245/75R16

Tires

494816	EU2047	1	Otterbine The Chief water pump Engine		0% commission G - Listing Fee	\$110.00
			 Briggs & Stratton Cylinders: 1 Fuel type: Gas HP: 8 		Waived	
			Weterous Floto-Pump			
			• Serial: 7603			
			Engine			
			• Cylinders: 1 • Fuel type: Gas			
			(6) refillable water bags			
			• (6) bags • .(6) water wand			
			Notes			
			Unknown operating condition			
			City of Okemah Okemah, OK 74859			
30			N & TH. PART. IN THE SECOND COMPANY OF SECOND	* * * *	44 44 9 94	
285258 EU20	EU2045	1	Fire safety equipment		0% commission G - Listing Fee	\$100.00
			(20) oxygen tanks(9) SCBA mask		Waived	
			City of Okemah Okemah, OK 74859			
		$+ - \Sigma$	a company of a provide the action of the company of		w + w ==============================	
526597	EU2052	1	Fire truck bed Features	13	0% commission G - Listing Fee Waived	\$90.00
			Bed		vvalved	
			 Flatbed Length: 17' Width: 102" WP30 water pump 			
	ė.		Notes			
			Lights not included, will be removed prior to auction Unknown operating condition of water pump			
			City of Okemah Okemah, OK 74859			
		*******	the property of the country of the c	ne: 2+ .		. 11
132965	EU2046	1	(9) gas cans City of Okemah Okemah, OK 74859		0% commission G - Listing Fee Waived	\$45.00
		800	and the same and the same and the same and the same	84 1 1	Hower Inches	
474012	EU2044	1	(2) doors		0% commission	\$10.00
			Dimensions: 84" L X 24" W		G - Listing Fee Waived	
			City of Okemah Okemah, OK 74859			

Features

- Generator
 - o Phase: Single
 - o Fuel tank
 - Skid mounted

Notes

Unknown operating condition

Briggs & Stratton 303447Engine

- · Cylinders: 2'
- Fuel type: Gas
- · HP: 16

Notes

. Unknown operating condition

Engine

- Displacement: 615 cc
- Cylinders: 2
- · Fuel type: Gas

Notes

· Unknown operating condition

City of Okemah Okemah, OK 74859

494816 EU2050

(4) Stihl leaf blowers

Features

- (3) Stihl BR340
- Stihl SR400

Notes

Unknown operating condition

City of Okemah Okemah, OK 74859

321569 EU2049

Emergency vehicle equipment

- (2) light bars
- (2) water cannons
- Fire hose
- Racks
- Hose reel
- Spray nozzle tips
- (2) hoses
- Length: 10'
- Diameter: 5"

City of Okemah

Okemah, OK 74859

419941 EU2043

(2) 1982 Snyder 6-0054 water tanks

- Serial: M118126
- Serial: M118259
- Capacity: 200 gallons

0% commission G - Listing Fee Waived

\$325.00

0% commission \$275.00 G - Listing Fee Waived

0% commission

\$180.00

G - Listing Fee Waived

- Axles: Single
- Suspension: Spring
- Brakes: Hydraulic
- GVWR: 28,000 lbs
- Wheelbase: 171"

Interior

- Heat
- Auxiliary controls

Features

- Fire truck body
 - o. Elevated deck gun
 - o Tank
 - Capacity: 1,000 gallons
 - Pump
 - 150 gpm
 - PA/ siren controls

Tires

Size: 10.00R20

Notes

- Jump start required during on-site data collection
- · Carburetor issues, fuel leak

Oklahoma title

Seller is a government entity who will be assigning and distributing the title. Please contact the seller for distribution questions.

City of Okemah

Okemah, OK 74859

5363 EU2040 (24) dumpsters

- 0% commission
- \$1,950.00
- G Listing Fee Waived

- (15) 4 cu. yd.
- (9) 2 cu. yd.
- Steel body

City of Okemah Okemah, OK 74859

31837 EU2051 Water tank

0% commission G - Listing Fee

Waived

- Bed
 - Tank bed
 - o Length: 12'
 - o Width: 96"
 - o Height: 36"
 - o Capacity: 2,250 gallons

Notes

· Tank issues, leaks water at a weld

City of Okemah Okemah, OK 74859

203345 EU2048 Generac 8915-1 generator

Serial: 0864516

Engine

- Briggs & Stratton Magnetron
- Cylinders: 1
- · Fuel type: Gas

0% commission G - Listing Fee Waived \$350.00

Notes

· Jump start required during on-site data collection

Oklahoma title

Seller is a government entity who will be assigning and distributing the title. Please contact the seller for distribution questions.

City of Okemah

Okemah, OK 74859

EU2054 337041

1997 Mitsubishi mini truck

Kilometers: 32,095 on odometer

VIN: U42T0448250

Engine

 Cylinders: 3 · Fuel type: Gas

Transmission

 Manual Speed: 5

· Four wheel drive

Interior

· AC, Heat

Features

Bed

o Flatbed

o Length: 6' 5"

o Width: 52"

o Height: 12"

Tires

Size: 23X8.00-12

Notes

Dead battery

Engine issues

Unit must be towed or hauled

Non-operational unit

Oklahoma classic title

Seller is a government entity who will be assigning and distributing the title. Please contact the seller for distribution questions.

City of Okemah

Okemah, OK 74859

509121 EU2053 1985 Ford F827 pumper fire truck

Miles: 13,752 on odometer

VIN: 1FDPF82K8FVA01124

Engine

Displacement: 7.0L

Cylinders: 8

· Fuel type: Gas

Transmission

Manual

Speed::5

Chassis

0% commission G - Listing Fee

\$3,900.00

Waived

0% commission \$2,700.00 G - Listing Fee

Waived

REGULAR MEETING OKEMAH UTILITIES AUTHORITY

WHEN: THURSDAY, OCTOBER 16, 2025 @ 6:15 P.M.

PLACE: OKEMAH CITY HALL, 502 WEST BROADWAY, OKEMAH, OK

AGENDA:

- 1) MEETING CALLED TO ORDER AND FLAG SALUTE.
- 2) ROLL CALL AND DECLARATION OF QUORUM.
- 3) APPROVAL OF MINUTES.
- 4) APPROVAL OF PURCHASE ORDERS.
- 5) CONSIDER AND TAKE NECESSARY ACTION ON THE WATER TREATMENT PROJECT.
- 6) DISCUSSION AND TAKE POSSIBLE ACTION TO APPROVE PAYMENT OF DONALD W. MAGNESS INVOICE #519383 IN THE AMOUNT OF \$4,950.00 FOR SLUDGE REMOVAL AND VALVE CHANGE AT THE WASTEWATER PLANT.
- 7) CONSIDER AND TAKE POSSIBLE ACTION TO APPROVE A WATER LINE CONTRACT WITH RURAL WATER DISTRICT NO. 2, OKFUSKEE COUNTY.
- 8) CONSIDER AND TAKE POSSIBLE ACTION TO APPROVE RIG AGREEMENT APPLICATION #20287 FOR THE WASTEWATER PROJECT.
- 9) DISCUSSION OF THE STATUS AND PROGRESS OF THE FOLLOWING PROJECTS:
 - 17TH STREET LIFT STATION.
 - 3RD STREET WATERMAIN UPGRADE.
 - WATER TREATMENT PLANT.
 - WASTEWATER TREATMENT PLANT

10) CITY MANAGER COMMENTS.

11) COMMENTS AND INQUIRIES FROM BOARD MEMBERS.

- RONNIE LUCAS-WARD I
- DARLENE FOX-WARD II
- KELLY WEST-WARD III
- RON GOTT-WARD IV
- WAYNE BACON-AT-LARGE

12) ADJOURNMENT.

This agenda was posted in public view at the Okemah City Hall, 502 West Broadway, Okemah, OK prior to 6:15 p.m. on October 15th, 2025.

Relena Haddow

Relena Haddox, City Clerk

PURCHASE ORDER CLAIM REGISTER

10/10/2025 2:12 PM FUND: 02 - OKEMAH UTILITY AUTHORITY PAGE: 4 SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTME	NT: 11	ADMINISTRATION				
26-0267	01-1031	CRAWFORD & ASSOCIATES, P.C	.PROF SVC THRU 9/15/2025	10/2025	34494	259.17
26-0289	01-1112	TYLER TECHNOLOGIES	NOTIFICATION CALLS	10/2025	025-531065	0.20
26-0272	01-1114	UPWARD TECHNOLOGY, LLC	TROUBLESHOOT ISSUES	10/2025	#20240461	10.00
26-0281	01-1114	UPWARD TECHNOLOGY, LLC	TROUBLESHOOT ISSUES	10/2025	#20240465	80.00
26-0261	01-1622	S2 SOLUTIONS, INC.	10/25-12/25 MAINTENANCE	10/2025	035259	25.00
26-0189	01-1783	STAPLES BUSINESS ADVANTAGE		10/2025	6043344796	60.64
26-0293	01-2031	WHAT BUGS YA?	OCTOBER 2025 MAINTENANCE	10/2025	7707	8.12
					DEPARTMENT TOTAL:	443.13
DEPARTME	NT: 20	WATER TREATMENT				
26-0263	01-1001	OKEMAH ACE HARDWARE & SUPPLM18 FUEL HT IMPACT WRENCH		10/2025	33212	42.71
26-0262	01-1461	HAWKINS INC.	CHEMICALS	10/2025	7214678	10,704.63
26-0261	01-1622	S2 SOLUTIONS, INC.	10/25-12/25 MAINTENANCE	10/2025	035259	225.00
					DEPARTMENT TOTAL:	10,972.34
DEPARTME	NT: 21	WATER DISTRIBUTION				
26-0245	01-1001	OKEMAH ACE HARDWARE & SUPP	LMATERIAL & SUPPLIES	10/2025	33095	14.17
26-0263	01-1001	OKEMAH ACE HARDWARE & SUPP	LM18 FUEL HT IMPACT WRENCH	10/2025	33212	42.72
26-0246	01-1044	FUELMAN (FLEETCOR TECHNOLO	GFUEL 9/15/25-9/21/25	10/2025	NP69162249	90.96
26-0257	01-1044	FUELMAN (FLEETCOR TECHNOLO	GFUEL 9/22/25-9/28/25	10/2025	NP69186067	108.04
26-0268	01-1044	FUELMAN (FLEETCOR TECHNOLO	GFUEL 9/29/25-10/5/25	10/2025	NP69261425	11.82
26-0250	01-1065	NAPA AUTO PARTS	BATTERY - COMPRESSOR	10/2025	585012	62.33
					DEPARTMENT TOTAL:	330.04
DEPARTME	NT: 22	LAKE				
26-0287	01-1020	BENSON'S TRUE VALUE HARDWA	R60A 2" DP CIRC BREAKER	10/2025	220383	17.99
26-0256	01-1122	WARN'S HOME FURNISHINGS	HOT POINT DRYER	10/2025	58286	594.95
26-0261	01-1622	S2 SOLUTIONS, INC.	10/25-12/25 MAINTENANCE	10/2025	035259	75.00
					DEPARTMENT TOTAL:	687.94

10/10/2025 2:12 PM PURCHASE ORDER CLAIM REGISTER FUND: 02 - OKEMAH UTILITY AUTHORITY PAGE: 5 SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT	
DEPARTME	NT: 23	WASTEWATER TREATMENT					
26-0263	01-1001	OKEMAH ACE HARDWARE & SUP	PLM18 FUEL HT IMPACT WRENCH	10/2025	33212	42.71	
26-0272	01-1114	UPWARD TECHNOLOGY, LLC	TROUBLESHOOT ISSUES	10/2025	#20240461	20.00	
26-0261	01-1622	S2 SOLUTIONS, INC.	10/25-12/25 MAINTENANCE	10/2025	035259	225.00	
					DEPARTMENT TOTAL:	287.71	
DEPARTME	NT: 24	SEWER COLLECTION					
26-0263	01-1001	OKEMAH ACE HARDWARE & SUP	PLM18 FUEL HT IMPACT WRENCH	10/2025	33212	42.72	
26-0246	01-1044	FUELMAN (FLEETCOR TECHNOL	OGFUEL 9/15/25-9/21/25	10/2025	NP69162249	143.62	
26-0257	01-1044	FUELMAN (FLEETCOR TECHNOL	OGFUEL 9/22/25-9/28/25	10/2025	NP69186067	76.40	
26-0268	01-1044	FUELMAN (FLEETCOR TECHNOL	OGFUEL 9/29/25-10/5/25	10/2025	NP69261425	108.49	
26-0250	01-1065	NAPA AUTO PARTS	BATTERY - COMPRESSOR	10/2025	585012	62.33	
26-0282	01-1377	OKLAHOMA TURNPIKE AUTHORI	TYSEPT 2025 TURNPIKE TOLLS	10/2025	20250995586	3.12	
					DEPARTMENT TOTAL:	436.68	
DEPARTME	NT: 26	SANITATION					
26-0273	01-2018	GREEN ENVIRONMENTAL SERVI	CESEPTEMBER 2025 TRASH SVC	10/2025	149722	49,823.19	
					DEPARTMENT TOTAL:	49,823.19	
					FUND TOTAL:	62,981.03	