

REGULAR MEETING OKEMAH CITY COUNCIL

WHEN: MONDAY, FEBRUARY 27, 2023 @ 6:00 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) PUBLIC APPEARANCES.**
- 6) DISCUSSION AND TAKE POSSIBLE ACTION TO APPROVE ITEMS AS SURPLUS.**
- 7) DISCUSSION AND TAKE POSSIBLE ACTION TO APPROVE A QUOTE FROM EMERGENCY VEHICLE RESOURCES TO PURCHASE A POLICE VEHICLE.**
- 8) CONSIDER AND TAKE NECESSARY ACTION TO APPROVE AN INTERGOVERNMENTAL CROSS-DEPUTIZATION AGREEMENT BETWEEN THE UNITED STATES, THE MUSCOGEE (CREEK) NATION, AND THE CITY OF OKEMAH.**
- 9) CONSIDER AND TAKE NECESSARY ACTION TO APPROVE A LEASE AGREEMENT WITH TILLMAN INFRASTRUCTURE FOR THE DEVELOPMENT OF A CELL PHONE TOWER IN A 100 FEET BY 100 FEET SPACE ON CITY PROPERTY ALONG E 1080 ROAD.**
- 10) CONSIDER AND TAKE NECESSARY ACTION TO ADOPT ORDINANCE NO. 2023-1 OF THE CITY OF OKEMAH, OKLAHOMA, AMENDING TITLE 4, CHAPTER 7, SECTION 4-7-2, OF THE CODE OF CITY OF OKEMAH, OKLAHOMA, PROHIBITING THE SALE OF TOBACCO PRODUCTS AND VAPOR PRODUCTS WITHIN 300 FEET OF A PUBLIC OR PRIVATE SCHOOL, AND DECLARING AN EMERGENCY.**
- 11) CONSIDER AND TAKE NECESSARY ACTION TO ADOPT RESOLUTION 2023-2 OF THE CITY OF OKEMAH ADOPTING A WORKPLACE WELLNESS POLICY TO HELP IMPROVE THE HEALTH AND WELLNESS OF ITS EMPLOYEES BY CREATING A WELLNESS TEAM, COMMITTEE, OR CHAMPION AND BY PROVIDING AND PROMOTING HEALTHY FOOD AND BEVERAGE OPTIONS, OPPORTUNITIES FOR PHYSICAL ACTIVITY, AND TOBACCO-FREE AND VAPOR-FREE ENVIRONMENTS.**
- 12) CONSIDER AND TAKE NECESSARY ACTION TO APPROVE A MEMORANDUM OF UNDERSTANDING WITH THE MUSCOGEE NATION FOR THE MAINTENANCE OF ROADWAYS AND ASSOCIATED RIGHT-OF-WAYS CONSTRUCTED OR IMPROVED BY THE MUSCOGEE NATION TRIBAL TRANSPORTATION PROGRAM.**

13) CONSIDER AND TAKE NECESSARY ACTION TO ADOPT RESOLUTION NO. 2023-1 OF THE CITY OF OKEMAH TO AUTHORIZE THE CITY OF OKEMAH, OKLAHOMA TO SUBMIT AN APPLICATION FOR A PLACE-BASED ECONOMIC DEVELOPMENT PROJECT GRANT UNDER THE RURAL BUSINESS DEVELOPMENT GRANT - BUSINESS OPPORTUNITY PROGRAM FROM THE USDA-RURAL DEVELOPMENT, STATE OF OKLAHOMA, TOGETHER WITH ALL NECESSARY CERTIFICATIONS AND ASSURANCES, INCLUDING THE CITY TO PROVIDE A TOTAL CASH MATCH OF FIVE THOUSAND AND NO/100 (\$5,000.00) DOLLARS; THE CITY TO COMPLY WITH THE FEDERAL RULES FOR THE PROGRAM; AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

14) DISCUSSION AND TAKE POSSIBLE ACTION TO APPROVE BUDGET AMENDMENT #1 TO INCREASE REVENUE AND APPROPRIATIONS IN THE CAPITAL IMPROVEMENT FUND FOR FISCAL 2022-2023.

15) DISCUSSION AND TAKE POSSIBLE ACTION TO APPROVE BUDGET AMENDMENT #1 TO INCREASE APPROPRIATIONS IN THE ARPA FUND FOR FISCAL 2022-2023.

16) DISCUSSION AND TAKE POSSIBLE ACTION TO APPOINT MEMBERS OF THE PARK BOARD.

17) DISCUSSION OF THE STATUS AND PROGRESS OF THE FOLLOWING PROJECTS:

- **PEDESTRIAN CROSSING-DEPARTMENT OF TRANSPORTATION.**
- **UTILITY POLES.**
- **STREET OVERLAY.**
- **SIGNAGE.**
- **WPA DITCH.**

18) CITY MANAGERS COMMENT.

19) COMMENTS AND INQUIRIES FROM BOARD MEMBERS.

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

20) 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 February 24th, 2023.

Relena Haddox

Relena Haddox, City Clerk

MINUTES REGULAR MEETING OKEMAH CITY COUNCIL

WHEN: MONDAY, FEBRUARY 13, 2023 @ 6:00 P.M.

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

PRESENT: RON GOTT, KELLY WEST, WAYNE BACON, RONNIE LUCAS

ABSENT: NONE

ALSO PRESENT: KRISTY LESLEY, CITY MANAGER; RELENA HADDOX, CITY CLERK/TREASURER

MEETING CALLED TO ORDER AND FLAG SALUTE.

Meeting was called to order and flag salute by Mayor Kelly West.

ROLL CALL AND DECLARATION OF QUORUM.

Roll call by City Clerk. Agenda posted on the south side of City Hall. Quorum declared by Mayor Kelly West.

APPROVAL OF MINUTES.

Motion to approve minutes presented made by Wayne Bacon, second by Ronnie Lucas.

AYE: Ron Gott, Kelly West, Wayne Bacon, Ronnie Lucas

NAY: None

Motion carried

APPROVAL OF PURCHASE ORDERS.

Motion to approve purchase orders presented made by Wayne Bacon, second by Ronnie Lucas.

AYE: Ron Gott, Kelly West, Wayne Bacon, Ronnie Lucas

NAY: None

Motion carried

PUBLIC APPEARANCES.

None

DISCUSSION AND TAKE POSSIBLE ACTION TO APPROVE A CONTRACT WITH VERDE, INC TO BUILD AFFORDABLE GREEN HOMES.

Motion to not approve contract made by Ron Gott, second by Kelly West.

AYE: Ron Gott, Kelly West, Wayne Bacon, Ronnie Lucas

NAY: None

Motion carried

CONSIDER AND TAKE NECESSARY ACTION TO ADOPT RESOLUTION NO. 2023-1 OF THE CITY OF OKEMAH TO AUTHORIZE THE CITY OF OKEMAH, OKLAHOMA TO SUBMIT AN APPLICATION FOR A PLACE-BASED ECONOMIC DEVELOPMENT PROJECT GRANT UNDER THE RURAL BUSINESS DEVELOPMENT GRANT - BUSINESS OPPORTUNITY PROGRAM FROM THE USDA-RURAL DEVELOPMENT, STATE OF OKLAHOMA, TOGETHER WITH ALL NECESSARY CERTIFICATIONS AND ASSURANCES, INCLUDING THE CITY TO PROVIDE A TOTAL CASH MATCH OF FIVE THOUSAND AND NO/100 (\$5,000.00) DOLLARS; THE CITY TO COMPLY WITH THE FEDERAL RULES FOR THE PROGRAM; AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

Motion to table made by Ron Gott, second by Ronnie Lucas.

AYE: Ron Gott, Kelly West, Wayne Bacon, Ronnie Lucas

NAY: None

Motion carried

TREASURER'S REPORT.

Relena submitted January 31st fund balance, checking, savings and CD totals and February tax deposits.

**DISCUSSION OF THE STATUS AND PROGRESS OF THE FOLLOWING PROJECTS:
PEDESTRIAN CROSSING-DEPARTMENT OF TRANSPORTATION.**

In progress.

UTILITY POLES.

Kimberly reported the poles in question belong to at&t not vyve.

STREET OVERLAY.

Funding.

SIGNAGE.

Working with Platium Cross to put up the Airport sign.

WPA DITCH.

In progress.

CITY MANAGERS COMMENT.

None.

COMMENTS AND INQUIRIES FROM BOARD MEMBERS.

Time allotted for Council to discuss items not listed on agenda. No action taken.

ADJOURNMENT.

Meeting was adjourned at 6:30pm by Mayor Kelly West.

Relena Haddox, City Clerk

Kelly West, Mayor

FUND: 01 - CITY GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 01						
23-0620	01-1031	ADMINISTRATION				
23-0620	01-1031	CRAWFORD & ASSOCIATES, P.C.	PROF SVC THRU 2/15/2023	2/2023	16769	93.33
23-0604	01-1114	UPWARD TECHNOLOGY, LLC	FIX REMOTE CONNECTION	2/2023	7987	35.00
23-0614	01-1128	DOLLAR GENERAL #00159	CLEANING SUPPLIES	2/2023	1001231226	2.50
23-0625	01-1128	DOLLAR GENERAL #00159	SUPPLIES, CLEANING	2/2023	1001231309	32.13
23-0600	01-1463	DON'S COPIERS	1/13-2/12/23 COPIER LEASE	2/2023	182384	36.18
23-0594	01-1501	BANKCARD CENTER, INC (VISA)	FLOORING, GLUE, LIGHTS	2/2023	9239-18406969	33.98
23-0602	01-1917	AMAZON CAPITAL SERVICES	LED LIGHTS	2/2023	1WQX-TRYP-NJNQ	13.50
23-0603	01-1917	AMAZON CAPITAL SERVICES	PVC 2" UNION, SOAP REFILL	2/2023	1GNJ-LYPL-7R4N	10.33
DEPARTMENT TOTAL:						256.95
DEPARTMENT: 02						
23-0606	01-1020	POLICE				
23-0606	01-1020	BENSON'S TRUE VALUE HARDWARE	MATERIAL & SUPPLIES	2/2023	202735	25.37
23-0577	01-1044	FUELMAN (FLEETCOR TECHNOLOGY)	FUEL 2/6/23-2/12/23	2/2023	NP63827619	492.00
23-0590	01-1044	FUELMAN (FLEETCOR TECHNOLOGY)	FUEL 2/13/23-2/19/23	2/2023	NP63852379	540.41
23-0561	01-1065	NAPA AUTO PARTS	VEHICLE MAINTENANCE	2/2023	535679	150.17
23-0614	01-1128	DOLLAR GENERAL #00159	CLEANING SUPPLIES	2/2023	1001231226	48.00
23-0625	01-1128	DOLLAR GENERAL #00159	SUPPLIES, CLEANING	2/2023	1001231309	2.85
23-0569	01-1313	FRED'S TIRE & BATTERY LLC	6-265/70R17 TIRES	2/2023	3-GS209326	999.84
23-0600	01-1463	DON'S COPIERS	1/13-2/12/23 COPIER LEASE	2/2023	182384	152.61
23-0611	01-1501	BANKCARD CENTER, INC (VISA)	WORKING MEAL-CLAREMORE	2/2023	8611-02172023	32.87
23-0578	01-1543	LAW ENFORCEMENT SYSTEMS, INC	TICKET BOOKS, DOOR CHECKS	2/2023	218660	400.00
23-0603	01-1917	AMAZON CAPITAL SERVICES	PVC 2" UNION, SOAP REFILL	2/2023	1GNJ-LYPL-7R4N	20.67
23-0592	01-2026	BADGE & WALLET	17 POLICE BADGES	2/2023	524906	2,713.20
DEPARTMENT TOTAL:						5,577.99
DEPARTMENT: 03						
23-0625	01-1128	CITY FIRE				
23-0625	01-1128	DOLLAR GENERAL #00159	SUPPLIES, CLEANING	2/2023	1001231309	41.00
23-0600	01-1463	DON'S COPIERS	1/13-2/12/23 COPIER LEASE	2/2023	182384	6.49
23-0603	01-1917	AMAZON CAPITAL SERVICES	PVC 2" UNION, SOAP REFILL	2/2023	1GNJ-LYPL-7R4N	20.67
DEPARTMENT TOTAL:						68.16

FUND: 01 - CITY GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 05 CITY PUBLIC WORKS						
23-0570	01-1001	OKEMAH ACE HARDWARE & SUPPL	REMODLE SHOP OFFICE	2/2023	192074	210.54
23-0577	01-1044	FUELMAN (FLEETCOR TECHNOLOG	FUEL 2/6/23-2/12/23	2/2023	NP63827619	69.77
23-0590	01-1044	FUELMAN (FLEETCOR TECHNOLOG	FUEL 2/13/23-2/19/23	2/2023	NP63852379	147.76
23-0588	01-1141	HUNZICKER BROTHERS, INC.	2'X4' LED PANEL LIGHTS	2/2023	S2493768.001	45.62
23-0594	01-1501	BANKCARD CENTER, INC (VISA)	FLOORING, GLUE, LIGHTS	2/2023	9239-18406969	73.57
DEPARTMENT TOTAL:						547.26
DEPARTMENT: 06 ANIMAL CONTROL						
23-0577	01-1044	FUELMAN (FLEETCOR TECHNOLOG	FUEL 2/6/23-2/12/23	2/2023	NP63827619	70.73
23-0590	01-1044	FUELMAN (FLEETCOR TECHNOLOG	FUEL 2/13/23-2/19/23	2/2023	NP63852379	43.66
23-0608	01-1917	AMAZON CAPITAL SERVICES	KENNEL ODOR ELIMANATOR	2/2023	1N6K-PTFN-6D4J	45.67
DEPARTMENT TOTAL:						160.06
DEPARTMENT: 07 CEMETERY						
23-0577	01-1044	FUELMAN (FLEETCOR TECHNOLOG	FUEL 2/6/23-2/12/23	2/2023	NP63827619	76.62
DEPARTMENT TOTAL:						76.62
DEPARTMENT: 08 PARKS & RECREATION						
23-0619	01-1917	AMAZON CAPITAL SERVICES	8" SIGN POSTS (8-4PK)	2/2023	1TYJ-61W9-939P	1,119.92
23-0618	01-1930	SMARTSIGN	20MPH KIDS AT PLAY SIGNS	2/2023	SMT-574789	910.90
DEPARTMENT TOTAL:						2,030.82
DEPARTMENT: 09 LIBRARY						
23-0511	01-1109	PENWORTHY COMPANY, LLC	38 CHILDREN BOOKS-KYLER	2/2023	0588386-IN	708.02
23-0589	01-2027	LET'S TALK INTERACTIVE, INC	CARPA GRANT-STETHOSCOPE	2/2023	972	405.00
DEPARTMENT TOTAL:						1,113.02
DEPARTMENT: 10 EMERGENCY MANAGEMENT						
23-0590	01-1044	FUELMAN (FLEETCOR TECHNOLOG	FUEL 2/13/23-2/19/23	2/2023	NP63852379	41.96
23-0625	01-1128	DOLLAR GENERAL #00159	SUPPLIES, CLEANING	2/2023	1001231309	68.70
23-0612	01-1236	OKLAHOMA EMERGENCY MANAGE	MEEM CONFERENCE	2/2023	02072023-0281	702.52
23-0600	01-1463	DON'S COPIERS	1/13-2/12/23 COPIER LEASE	2/2023	182384	12.98
DEPARTMENT TOTAL:						826.16

FUND: 01 - CITY GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 15		CODE ENFORCEMENT				
23-0577	01-1044	FUELMAN (FLEETCOR TECHNOLOG	FUEL 2/6/23-2/12/23	2/2023	NP63827619	59.31
23-0600	01-1463	DON'S COPIERS	1/13-2/12/23 COPIER LEASE	2/2023	182384	12.98
23-0582	01-1501	BANKCARD CENTER, INC (VISA)	TRAINING CLASS - ROOM	2/2023	54751	98.00
23-0613	01-1930	SMARTSIGN	24"X30" NO LITTERING SIGN	2/2023	SMT-574423	983.14
23-0615	01-2017	RGB3 LLC	202 N 8TH REMOVAL OF PROP	2/2023	3	4,600.00
DEPARTMENT TOTAL:						5,753.43
DEPARTMENT: 19		MEDIA CENTER				
23-0623	01-1114	UPWARD TECHNOLOGY, LLC	TROUBLESHOOT WIFI	2/2023	7993	70.00
DEPARTMENT TOTAL:						70.00
FUND TOTAL:						16,480.47

FUND: 05 - CAPITAL IMPROVEMENT FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
<hr/>						
DEPARTMENT: 20		WATER TREATMENT				
23-0616	01-1760	WHIT INDUSTRIES LLC	INSTALLED FLOW METER	2/2023	1422	4,526.70
DEPARTMENT TOTAL:						4,526.70
FUND TOTAL:						4,526.70

City of Okemah
Surplus Items

1989 1-Ton utility truck 1GBHR24K8KJ122354
1995 F350XL 1FTJW25H4SEA41790
1990 2360 long tractor VIN:35003449
5ft howse cutter model:500, serial:0319971428
Woods prd6000 finish mower serial:1122284
1990 19ft pontoon boat & trailer, HAMP8823K990
1990 90hp Force boat motor, 17345FORCE



Phone (918) 342-5963

Fax (918) 342-5387

24808 Amah Pkwy
Claremore, OK 74019

EMERGENCY VEHICLE RESOURCES

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2021 Dodge Charger AWD



Photo Viewer
2 Images

Price
\$24,500

* Please call for availability

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Engine



Transmission



Drive



VIN

0000000000009660



Mileage

4,000



Exterior

SILVER



Interior



Stock NO

9660R



Fuel economy

Comments



Features



Inquire about this vehicle



Vehicle interested in: **2021 Dodge Charger AWD**

If you have questions about this vehicle, please enter them below.

First name:

Last name:

Email:

Phone:

Message:

Emergency Vehicle Resources

Po Box 3054

Claremore, OK 74018 US

policecars@yahoo.com

Estimate**ADDRESS**

Okemah Police Dept.

ESTIMATE #	DATE	
23-0044E	02/17/2023	

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Vehicles	2021 Dodge Charger Pursuit V6 Engine AWD Silver in color 4,000 Miles Oklahoma Rebuilt Title 12 Month 12,000 Mile Warranty	1	24,500.00	24,500.00
Visor Bar nForce Dual Color	Soundoff nForce visor bar dual color red white blue white	1	990.76	990.76
Pushbars	Go Rhino 5000 Series Pushbar	1	595.00	595.00
4" mPower Single Color	mpower® 4" Fascia Light w/ Screw Mount, 18" hard wire w/ sync option, Single Color one red one blue forward facing on pushbar	2	98.23	196.46
Intersector Surf Mnt Single Color	Soundoff Intersector Surface Mount Single Color under each mirror. red left blue right	2	149.93	299.86
SoundOff 100W Siren Speaker	Soundoff 100J siren speaker 100 watt	1	182.83	182.83
4" mPower Single Color	mpower® 4" Fascia Light w/ Screw Mount, 18" hard wire w/ sync option, Single Color each side rear tag one red one blue	2	98.23	196.46
Soundoff UltraLITE Plus 8Mod	UltraLITE Plus Interior LED Warning Bar 8 Module rear deck red blue	1	414.54	414.54
SoundOff nERGY 400 Series Siren 100W	Soundoff nERGY 400 series siren/light control remote head w/pushbutton 100 Watt	1	562.12	562.12
Jotto Console 13-20 Dodge Charger	Jotto Console 13-23 Dodge Charger	1	360.00	360.00
Jotto Dual Cup Holder	Jotto Desk Dual Cup Holder	1	44.48	44.48
Jotto Adjustable Armrest Floor Plate Mount	Jotto Desk Armrest	1	105.00	105.00
Shipping	Jotto freight shipping	1	150.00	150.00
10 Gang Fuse Block W/Grounds	Power distribution block	1	28.00	28.00

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Shop Supplies	Misc shop supplies, wire, fuses, connectors etc	1	250.00	250.00
Installation Labor	Installation of all above listed equipment. LIFETIME WARRANTY ON INSTALLATION WORKMANSHIP MFG WARRANTY ON NEW EQUIPMENT	22	75.00	1,650.00

SUBTOTAL

30,525.51

TAX

0.00

TOTAL

\$30,525.51

Accepted By

Accepted Date



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Claremore, OK 74019

EMERGENCY VEHICLE RESOURCES

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2013 Ford Explorer AWD



Photo Viewer
1 Images

Price
\$13,500

* Please call for availability

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Engine



Transmission



Drive



VIN

00000000000000021



Mileage

85,000



Exterior

BLACK



Interior

BLACK



Stock NO

0021



Fuel economy

Comments



Features



Inquire about this vehicle



Vehicle interested in: **2013 Ford Explorer AWD**

If you have questions about this vehicle, please enter them below.

First name:

Last name:

Email:

Phone:

Message:

Emergency Vehicle Resources

Po Box 3054

Claremore, OK 74018 US

policecars@yahoo.com

Estimate

ADDRESS
Okemah Police Dept.

ESTIMATE #	DATE	
23-0045E	02/17/2023	

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Vehicles	2013 Ford Explorer Police Interceptor Utility AWD Black in color 3.7L Engine 85,000 Miles Oklahoma Regular Title STOCK# 0021	1	13,500.00	13,500.00
Visor Bar nForce Dual Color	Soundoff nForce visor bar dual color red white blue white	1	990.76	990.76
Pushbars	Go Rhino 5000 Series pushbar	1	595.00	595.00
4" mPower Single Color	mpower® 4" Fascia Light w/ Screw Mount, 18" hard wire w/ sync option, Single Color on pushbar	2	98.23	196.46
4" mPower Single Color	mpower® 4" Fascia Light w/ Screw Mount, 18" hard wire w/ sync option, Single Color in rear qtr glass	2	98.23	196.46
4" mPower Single Color	mpower® 4" Fascia Light w/ Screw Mount, 18" hard wire w/ sync option, Single Color rear tag	2	98.23	196.46
Soundoff UltraLITE Plus 8Mod	UltraLITE Plus Interior LED Warning Bar 8 Module red blue rear glass	1	414.54	414.54
SoundOff nERGY 400 Series Siren 100W	Soundoff nERGY 400 series siren/light control remote head w/pushbutton 100 Watt	1	562.12	562.12
SoundOff 100W Siren Speaker	Soundoff 100J siren speaker 100 watt	1	182.83	182.83
10 Gang Fuse Block W/Grounds	Power distribution box	1	28.00	28.00
Shop Supplies	misc shop supplies wire, fuses, connectors, etc.	1	250.00	250.00
Installation Labor	Installation of all above listed equipment. LIFETIME WARRANTY ON INSTALLATION WORKMANSHIP MFG WARRANTY ON NEW EQUIPMENT	22	75.00	1,650.00
Jotto Max Depth 11-19 PIU	Jotto Desk Max Depth Console 2011-2019 PIU	1	597.00	597.00
Jotto Dual Cup Holder	Jotto Desk Dual Cup Holder	1	44.48	44.48
Jotto Adjustable	Jotto Desk Armrest	1	105.00	105.00

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Armrest Floor Plate Mount Shipping	Jotto Freight Shipping	1	150.00	150.00

SUBTOTAL	19,659.11
TAX	0.00
TOTAL	\$19,659.11

Accepted By

Accepted Date



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Claremore, OK 74019

EMERGENCY VEHICLE RESOURCES

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2017 Ford Explorer AWD - EQUIPPED!!!

Photos Coming Soon!



Photo Viewer
0 Images

Price
\$16,500

* Please call for availability

 Engine

 Transmission

 Drive

 VIN 000000000000JW25

 Mileage 104,000

 Exterior WHITE

 Interior BLACK

 Stock NO JW25

 Fuel economy

Comments



Features



Inquire about this vehicle



Vehicle interested in: **2017 Ford Explorer AWD - EQUIPPED!!!**

If you have questions about this vehicle, please enter them below.

First name:

Last name:

Email:

Phone:

Message:



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SUBMIT

Emergency Vehicle Resources

Po Box 3054

Claremore, OK 74018 US

policecars@yahoo.com

Estimate**ADDRESS**

Okemah Police Dept.

ESTIMATE #

23-0043E

DATE

02/17/2023

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Vehicles	2017 Ford Police Interceptor Utility White in color AWD 105,000 Miles Oklahoma Regular Title Stock# 7229	1	16,500.00	16,500.00
Pushbars	Go Rhino 5000 Series pushbar	1	595.00	595.00
4" mPower Single Color	mpower® 4" Fascia Light w/ Screw Mount, 18" hard wire w/ sync option, Single Color on pushbar	2	98.23	196.46
4" mPower Single Color	mpower® 4" Fascia Light w/ Screw Mount, 18" hard wire w/ sync option, Single Color in rear qtr glass	2	98.23	196.46
Soundoff UltraLITE Plus 8Mod	UltraLITE Plus Interior LED Warning Bar 8 Module red blue rear glass	1	414.54	414.54
Shop Supplies	misc shop supplies wire, fuses, connectors, etc.	1	250.00	250.00
Installation Labor	Installation of all above listed equipment. LIFETIME WARRANTY ON INSTALLATION WORKMANSHIP MFG WARRANTY ON NEW EQUIPMENT	16	75.00	1,200.00

SUBTOTAL

19,352.46

TAX

0.00

TOTAL

\$19,352.46

Accepted By

Accepted Date

INTERGOVERNMENTAL CROSS-DEPUTIZATION AGREEMENT
BETWEEN THE UNITED STATES,
THE MUSCOGEE (CREEK) NATION,
AND POLITICAL SUBDIVISIONS
OF THE STATE OF OKLAHOMA

RECITALS

WHEREAS, the United States Congress has authorized the Secretary of the Interior, acting through the Bureau of Indian Affairs, to enter into agreements with Indian tribes to aid in the enforcement or carrying out in Indian country the laws of either the United States and/or Indian tribe, pursuant to the Indian Law Enforcement Reform Act, 25 U.S.C. §§ 2801, *et seq.*, Public Law 101-379, 104 Stat. 473; and

WHEREAS, the Muscogee (Creek) Nation has enacted legislation authorizing the Nation to enter into cross-deputization agreements with federal, state and tribal governments pursuant to NCA 92-15 § 108; and

WHEREAS, the Legislature of the State of Oklahoma has authorized the State and its political subdivisions to enter into cooperative agreements with the State and its political subdivisions, the federal government and Indian tribal governments in accordance with the Oklahoma Inter-local Cooperation Act, 74 O.S. §§ 1221 *et seq.* (1985); and

WHEREAS, it is in the best interest of the United States of America, the Muscogee (Creek) Nation, the State of Oklahoma, and political subdivisions of the State of Oklahoma, that the parties hereto declare and agree that each government and agency under this Agreement shall fully cooperate with the other to provide efficient, effective and thorough law enforcement and crime prevention to all residents located on or near Indian lands within the Muscogee (Creek) Nation.

AGREEMENT

NOW, THEREFORE, the Muscogee (Creek) Nation, the United States Department of Interior by the through the Bureau of Indian Affairs, the County of _____, and any other county or municipality which subsequently becomes a party hereto, do hereby enter into this Intergovernmental Cross-deputization Agreement (hereinafter "Agreement").

Section 1. Purpose

The Purposes of Agreement are to:

- (1.) Provide for the cross-deputization of Officers employed by the various governmental agencies which are or shall become parties hereto; and
- (2.) Authorize commissioned Officers to provide law enforcement services and make lawful arrest on or near Indian country within the geographic area of the Muscogee (Creek) Nation reservation; and
- (3.) Authorize commissioned Officers to react immediately to observed violations of the law and other emergency situations regardless of whether such occurrences violate the criminal statutes of the Muscogee (Creek) Nation, the United State, and/or the State of Oklahoma; and
- (4.) Provide for efficient, effective and cooperative law enforcement efforts on or near Indian country in the geographic area of the Muscogee Nation within the State of Oklahoma; and
- (5.) Eliminate the uncertainties which have caused reluctance among various law enforcement agencies to provide services on or near Indian country for fear of being subjected to tort or civil rights suits as a consequence of the good-faith errors of Officers making arrests or quelling disturbances in Indian country; and
- (6.) Provide comprehensive law enforcement protection to citizens of the State of Oklahoma and the Muscogee Nation whether they be on or off of Indian country within the geographic area of the Muscogee (Creek) Nation including but not limited to responding to observed violations of the law, effecting arrests, responding to calls for assistance, performing investigations and providing other assistance such as dispatching and detention.

Section 2. Definitions

- A. “Agency” wherever used herein shall mean the government, department, or political subdivision which is or subsequently becomes a party to this Agreement.
- B. “Agreement” wherever used herein shall mean this Intergovernmental Cross-deputization Agreement between the Bureau of Indian Affairs, the Muscogee (Creek) Nation, and signatory political divisions of the State of Oklahoma.
- C. “Applicant Agency” wherever used herein shall mean the agency requesting a commission of its Officers.
- D. “BIA” wherever used herein shall mean the Bureau of Indian Affairs.

- E. "Commissioning Agency" wherever used herein shall mean that the agency which is a party hereto and which issues a law enforcement commission to an Officer of an Applicant Agency.
- F. "Indian country" wherever used herein shall mean Indian country as defined by 18 U.S.C. § 1151 located within the boundaries of Muscogee (Creek) Nation as described in the Treaty of 1866, 14 Stat. 785.
- G. "Nation" wherever used herein shall refer to Muscogee (Creek) Nation.
- H. "Officer" wherever used herein shall mean law enforcement officers and criminal investigators.
- I. "State" OR "State Agency" wherever used herein shall mean Agency which is a political subdivision of the State of Oklahoma, including counties and municipalities, and may include the State of Oklahoma when and if it becomes a party to this Agreement.

Section 3. Addition of Parties: Termination of Earlier Agreements

- A. The BIA will initially enter into this Agreement with one or more of the following:
 - (1.) The Nation; and/or
 - (2.) A State Agency as defined by Section 2 (I) of this Agreement; provide that if the Nation is not yet a party to this Agreement, the BIA will notify the Nation by certified mail, return receipt requested, of its intent to negotiate and enter into this Agreement with a State Agency and offer the Nation an opportunity to consult with the BIA as required by 25 U.S.C. § 2804 (c) during which time the Nation may offer comments concerning the proposed Agreement.
- B. By entering into this Agreement, each party to this Agreement expressly authorizes any other political subdivisions of the State of Oklahoma, including the State of Oklahoma, to become a party to this Agreement after this Agreement goes into effect. The State of Oklahoma or other political subdivisions of the State of Oklahoma may become parties to this Agreement by executing addendum forms substantially similar to those attached hereto as Exhibits A, B or C.
- C. The subsequent addition of parties to this Agreement shall not require any separate or additional approval by existing parties and signatories to this Agreement. The parties hereby agree to extend the provisions of and to be

mutually bound by this Agreement with each party to the Agreement, whether an original party or a new party.

- D. This Agreement, when effective as to a specific State Agency, shall replace and supersede any pre-existing intergovernmental cross-deputization agreement between said State Agency and the Nation, and when effective as between the BIA and Nation, shall replace and supersede any pre-existing government cross-deputization agreement between the BIA and the Nation. The parties shall take any steps necessary to formally terminate any such pre-existing agreement and to issue replacement commission of Officers commissioned under the pre-existing agreement.

Section 4. Term; Withdrawal; Amendments

- A. The initial term of this Agreement shall be for a period of two (2) years commencing on the Effective Date as provided in Section 15 hereof. Thereafter, this Agreement shall be automatically renewed for each party for successive one-year periods commencing on the anniversary of the Effective Date hereof unless prior to a renewal any party gives written notice to all other parties that the Agreement shall not be renewed as to the non-renewing party.
- B. Notwithstanding the foregoing, any Agency may withdraw as a party to this Agreement, with or without cause, upon giving the other parties sixty (60) days' within notice of intent to withdraw. Such notice shall be served by certified mail and shall be deemed served on the date the notice is deposited, postage prepaid, in the U.S. mail. Withdrawal from this Agreement by any Agency shall not terminate this Agreement as to Agencies which continue to be parties hereto.
- C. With the exception of the addition of Agencies to the Agreement, this Agreement shall not be amended unless such amendment is in writing and executed by each party hereto. It is expressly agreed by the parties to this Agreement without the requirement of approval by the existing parties hereto.

Section 5. Coordination; Supervision; Status of Parties

- A. No separate legal or administrative entity is created by this Agreement.
- B. The provisions of this Agreement shall be administered by a board comprised of the Chief of the Nation's Police Department, the District Commander of the Office of Law Enforcement Services of the BIA and the Chief Law Enforcement Officer of each State Agency which is or subsequently may become a party of this Agency.

- C. Notwithstanding any other provision in this Agreement, the respective Commissioning Agencies of the Nation, State and BIA, including their agents, employees and insurers, shall not have any authority or right whatsoever to control in any manner the day to day discharge of the duties and/or activities of the Officers of the other Agencies who have been commissioned pursuant to this Agreement except when an Officer is acting under a commission issued under the authority of the Agreement. No provision of this Agreement shall impair or affect the existing status of each Agency nor the sovereignty of each government as established under the Laws of the Muscogee (Creek) Nation, the United States, and the State of Oklahoma.

Section 6. Commissions

- A. Each Agency which is a party hereto may, in its discretion, issue special Law Enforcement Commissions to Law Enforcement Officers of the other Agencies which are to subsequently shall be parties hereto upon the application for such by the Applicant Agency. Such commissions issued hereunder shall be in writing and grant to the Officers the same Law Enforcement authority as that of Officers of the Commissioning Agency unless expressly limited by the terms of the commission.
- B. All Officers of the law enforcement Agencies which are or subsequently become parties of the Agreement shall not become automatically cross-deputized by virtue of the execution of this Agreement but must be commissioned on an individual basis, upon application by the Officer's employer Agency and approval of same by the Commissioning Agency.
- C. A commission granted by a Commissioning Agency to an Officer of another Agency pursuant to previously existing intergovernmental agreement authorizing the cross-deputization of Officers in effect on date of execution of this Agreement shall remain valid, unless suspended or revoked by the Commissioning Agency or unless the commission is returned to the Commissioning Agency as required by Section 7 (I) of this Agreement.

Section 7. Qualifications for Commission; Commission Cards; Suspension or Revocation of Commission

- A. A commission shall not be granted by the BIA or State to any Officer of an Applicant Agency unless the Officer meets all of the prerequisites for appointment as an Officer as set forth in 40 IAM and the applicable portions of

the BIA Law Enforcement Handbook, as well as any other specific requirements of the BIA, which shall include the following minimum prerequisites:

- (1.) United State citizenship, be at least 21 years of age and possess a valid driver's license;
 - (2.) A high school diploma or its equivalent;
 - (3.) The Officer has not ever been convicted of a felony; has not, within the one year period immediately preceding the issuance of the commission, been convicted of a misdemeanor offense, with the exception of minor traffic offenses; has not been convicted of a misdemeanor charge of domestic violence preventing the Officer from possessing a firearm in accordance with the Gun Control Act of 1968; and has not been the subject of a court order prohibiting him or her from possessing a firearm;
 - (4.) Within the period immediately preceding the issuance of the commission, the Officer has passed his or her department's firearms qualifications and continues to be certified semi-annually;
 - (5.) A finding that the applicant is free of any physical, emotional, or mental condition which might adversely affect his or her performance as an Officer.
 - (6.) The Officer meets State or Federal Peace Officer Standards and Training ("POST") requirements for certification as a bona fide full-time peace officer and has written proof of such certification.
- B. Upon the approval of such application by the BIA, the BIA, as the Commissioning Agency, will issue Deputy Special Officer ("DSO") commissions from the BIA to the selected Officer.
- C. A commission shall not be granted by the Muscogee (Creek) Nation unless an Officer meets with each of the six minimum prerequisites set forth in subsection A (1-6) of this section, and complies with any other specific requirements of the Muscogee (Creek) Nation.
- D. Upon the approval of such application by the Nation, the Nation, as the Commissioning Agency will issue commissions from the Nation to the selected Officers.
- E. Upon the approval of such application by the State Agency, the State Agency, as the Commissioning Agency, will issue commissions from the State Agency to the selected Officers.

- F. The Applicant Agency shall provide a National Crime Information Center background check on each Officer for whom a commission is requested in the application.
- G. The Commissioning Agency shall notify the Applicant Agency of the names of the Officers receiving commissions hereunder.
- H. Commission cards shall be issued to qualified Officers who are full-time employees of the Applicant Agency and who must agree in writing to return his or her commission card to the Commissioning Agency within ten (10) days following the occurrence of one or more of the following conditions:
 - (1.) The Officer terminates employment as a full-time Officer of the Agency for any reason; or
 - (2.) The Officer transfers to an area or jurisdiction outside of the jurisdiction area of the Nation in the case of the Nation's Officers or outside of the jurisdictional area of District 2, Law Enforcement Services, BIA, in the case of a BIA Officer, or in the case of a State Officer to an agency which is not party to this Agreement.
 - (3.) The Officer is suspended or terminated by his or her employing Agency for any reason; or
 - (4.) The Officer is indicted in state or federal court, or otherwise charged in tribal, federal or state court, with crime other than a minor traffic offense; or
 - (5.) The commission expires; or
 - (6.) This Agreement is terminated as to such Officer's Agency for any reason pursuant to Section 4 above; or
 - (7.) The commission is suspended or revoked pursuant to subsection J; or
 - (8.) If the Commissioning Agency ceases to have law enforcement powers under the law.
- I. The Commissioning Agency may at any time, with or without cause, suspend or revoke an Officer's commission for reasons solely within the Commissioning Agency's discretion. In such event:
 - (1.) The Commission Agency shall notify Officer's Agency in writing of the suspension or revocation and the reasons therefore, if any; and

- (2.) Within ten (10) days after such notification the receiving Agency shall return the commission card and any other evidence of the commission to the Commissioning Agency.
- J. The Commissioning Agency shall send written notice to the Applicant Agency if a commission is denied, suspended or revoked as provided herein with a reason stated therein. The decision of the Commissioning Agency to suspend a commission whether temporarily, indefinitely, or permanently shall be final. A commission hereunder shall carry no property right; rather, commissions issued pursuant to this Agreement shall be a privilege extended at the sole discretion of the Commissioning Agency, and may be modified, suspended, revoked at any time by the Commissioning Agency, in which event neither the Officer's Agency shall have any right of review or appeal.
- K. The BIA, the Nation and the State may independently or jointly evaluate the effectiveness of the use of the special law enforcement commissions provided for herein. The BIA, Nation and State shall cooperate in the investigation of any allegation that an Officer of the Nation, BIA or State commissioned pursuant to this Agreement exceeded the authority given to the Officer by the Commission.
- L. If an Officer's Agency possesses any information bearing on the Officer's fitness or eligibility to hold a commission issued hereunder, it shall immediately notify all other Commissioning Agencies.

Section 8. Scope of Powers Granted

- A. Officers of the BIA and State who receive commissions from the Nation shall have authority to respond to observed violation of the Nation's Criminal Code, and upon request by Officers of the Nation, investigate offenses and enforce the criminal laws enumerated in the Nation's Criminal Code and/or other criminal laws of the Nation.
- B. Officers from the Nation and the State who receive commissions from the BIA shall have authority to perform any activity authorized under 25 U.S.C. § 2803. Such Officers shall have the authority to assist the BIA and other federal law enforcement officials in the prevention, detection, and investigation of any federal offense committed within the Nation's Indian country. Such authority shall include the following activities: conducting preliminary investigations, reporting potential crimes, apprehending alleged offenders, detaining and delivering alleged offenders to appropriate authorities, securing crime scenes, contacting appropriate authorities, assisting any federal, tribal, state, or local law enforcement agency upon request, and notifying the Criminal Investigator of the BIA and the Federal Bureau of Investigation of activities relating to the enforcement of such federal laws and regulations. Officers of any other federally recognized tribe who have

entered into cross-deputization agreement with the BIA and who have received commissions from the BIA pursuant to their agreement shall have the authority to perform all federal law enforcement activities described in this sub-section within the Nation's jurisdiction, provided the Nation has consented to the assistance of such tribal officers by way of duly enacted ordinance or tribal resolution and has notified the BIA of such consent in writing.

- C. Officers of the Nation and the BIA who receive commissions from the State shall have authority to react to observed violations of the State's criminal laws, and upon request by Officers of a State Agency, investigate offenses and enforce the criminal laws enumerated in the Oklahoma Statutes and/or other laws of the State.
- D. The parties hereto acknowledge the applicability of Muscogee, federal and state laws in Indian country may depend on whether the suspect or victim is an Indian person and that state laws have been generally held to be inapplicable to Indians in Indian country. Furthermore, the parties agree that nothing in this Agreement shall make any law applicable to a certain person or to certain conduct where it would not otherwise be applicable. Accordingly, the purpose of this Agreement is to vest cross-deputized or commissioned Officers with authority to enforce only the applicable law(s).
- E. The Agencies which are or which subsequently become parties hereto agree to cooperate and share criminal information among themselves to the extent authorized by law.
- F. Nothing herein shall alter or convey any judicial jurisdictional, including the authority to issue warrants for arrest or search and seizure or to issue service of process. Similarly, nothing herein is intended to impair, limit or diminish that status of any Agency or the sovereignty of any government of which such Agencies are a part.

Section 9. Arrest Procedure and Facilities; Transportation; Medical Treatment

- A. After lawful arrest by an Officer commissioned pursuant to this Agreement, the prisoner shall be turned over to a responsible official of the United States, the BIA, the State or the Nation for purposes of detention and processing as provided by agreement. Prisoners arrested under federal authority shall be detained in a facility administrator unless otherwise provided by agreement. Prisoners arrested under federal authority shall be detained in a facility approved by the BIA for said prisoners. The Nation and any State Agency may enter into a written agreement for the detention of any Indian prisoners in custody for violation of the Nation's criminal laws.

- B. The official determination of the correct jurisdictional authority for purposes of prosecution shall be made by the United States Attorney, a Bureau of Indian Affairs Court of Indian Offenses prosecutor, a State prosecutor, and/or the Nation's Attorney General. Any necessary transfer of custody of the prisoner resulting from such determination shall be made at the earliest applicable time. All evidence and investigatory reports and products shall be turned over to the proper prosecuting authority at the earliest practicable time. The prisoner shall be taken before a judge of the appropriate jurisdiction within forty-eight hours after the time of arrest.
- C. In the event that an Indian prisoner is arrested by an Officer of a State Agency exercising his authority under a commission from the Nation of BIA and requires medical treatment, the Officers of said Agency shall have the power and authority to transport such prisoner to the nearest Indian Health Service or Muscogee (Creek) Nation health care facility to avoid any significant medical expenses.
- D. In cases of extreme emergency where it is not feasible or practicable to take the Indian prisoner to an HIS or tribal facility, the Indian prisoner may be treated at the appropriate local, federal or state health care facilities as emergency needs dictate. In such emergency cases, a sick or disabled Indian, or an individual or agency acting on behalf of the Indian, or the medical care provider shall, within 72 hours after the beginning of the treatment for the condition or after admission to a health care facility, notify the nearest HIS facility if the fact of the admission or treatment together with information necessary to determine the relative medical need for the services and the eligibility of the Indian prisoner for the services.
- E. In the event it becomes necessary to provide guard security for an Indian prisoner subject to federal or tribal court jurisdiction at a health facility or any place other than jail facilities, Officers of the BIA and the Nation shall have the power and authority to provide such service.
- F. In the event of an emergency mental or psychiatric condition arises with an Indian prisoner who has been arrested by a State Officer under a commission issued pursuant to this Agreement, the Officers of the BIA and the Nation shall have the power and authority to immediately take custody of said prisoner for appropriate action pursuant to applicable law.

Section 10. Orientation, Technical Assistance and Training

- A. Each party is responsible for providing to its full-time Officers a thorough orientation regarding the authority conferred by a commission issued pursuant to this Agreement.

- B. The Nation, BIA and State shall ensure that each of its Officers is qualified in the field of law enforcement and is well trained on and knowledgeable of arrest procedures, rules of evidence, crime scene search, preservation of evidence, writing reports, testifying in court and related police and detention functions.
- C. The Chief of the Nation's police department, the District Commander of the Office of Law Enforcement Services of the BIA and the chief law enforcement officer of each State Agency shall determine what other training or technical assistance is or may be required for commissioned Officers, particularly in the areas of jurisdiction and tribal, federal and state criminal laws and procedures.
- D. The BIA may provide technical assistance and assist in providing in-house training to Officers of the Nation, administrative personnel and others, depending upon the availability of resources.

Section 11. Property

No real or personal property is to be acquired or held under this Agreement. When personal property is loaned from one Agency to another Agency it shall be returned as soon as possible upon request of the owner-Agency.

Section 12. Reimbursement

Activities of the parties will be financed by the primary Agency of each of the commissioned Officers except as expressly provided herein, or pursuant to a subsequent agreement for which a particular assignment is executed.

Section 13. Conduct

Each Officer who is issued a commission pursuant to this Agreement shall follow the law enforcement code of conduct prescribed by the Commissioning Agency. The code will establish specific guidelines concerning conflicts of interest, employee conduct both on and off duty, impartiality and thoroughness in performance of duty, and acceptance of gifts or favors. Each Officer will acknowledge in writing that he or she has received and understand the code of conduct. The acknowledgement will remain in the file with the employing Agency as long as the Officer is employed with the Agency. Additionally, each Agency is responsible to see that training will be conducted in the code of conduct and ethics issues at least once a year in accordance with 25 CFR § 12.51 or corollary state or local requirements.

Section 14 Liabilities and Immunities

- A. Officers of the Nation or State holding a commission from the BIA while performing any official act in Indian country under authority of said commission shall be afforded all protection afforded by applicable tribal, federal and state laws, and by the Indian Law Enforcement Reform Act, 25 U.S.C. § 2804, including coverage under the Federal Tort Claims Act or other applicable Federal law. Officers of the BIA or State holding a commission from the Nation while performing any official act in Indian country under authority of said commission shall be afforded all protection afforded by applicable tribal, federal and state law. Officers of the Nation or BIA holding a commission from the State while performing any official act in the State under authority of said commission shall be afforded all protections afforded by applicable tribal, federal and state laws.
- B. It is understood and agreed that the Nation, the BIA and the State, their agents, employees and insurers (if any), do not, by virtue of this Agreement, assume any responsibility or liability for the action of Officers commissioned pursuant to this Agreement which are performed outside the scope of authority granted by the commission under which they are acting. Each Agency agrees to be responsible for any and all employer obligations to its own Officers regardless of whether the Officer is acting on behalf of his or her employer-Agency or under a commission issued to him or her by another Agency pursuant to this Agreement. By way of example, and not limitation, these employer obligations include salary, taxes, workers compensation insurance, liability insurance, disability, insurance and retirement benefits. In no event shall a Commission Agency be responsible for another Agency's obligations as an employer to its own employee Officers.
- C. Nothing in this Agreement shall be read as waiving or limiting any defenses to claims of liability otherwise available to law enforcement Officers, including without limitation the defense of qualified immunity afforded under tribal, federal and/or state law.
- D. Nothing in this Agreement shall be construed as a waiver of any government's sovereign immunity.

Section 15. Effective Date

- A. This Agreement shall become effective on the last date of execution, after execution by all officials set forth on the following signature pages.

- B. With respect to Agencies which become parties hereto subsequent to the Effective Date set forth above, this Agreement shall become effective as to such subsequent Agencies on the date of execution of an Addendum to this Agreement by the appropriate officials of any such Agency.

[The remainder of this page is deliberately left blank.]

SIGNATURE PAGE FOR THE MUSCOGEE (CREEK) NATION

INTERGOVERNMENTAL CROSS-DEPUTIZATION AGREEMENT BETWEEN THE
UNITED STATES, THE MUSCOGEE (CREEK) NATION, AND POLITICAL
SUBDIVISIONS OF THE STATE OF OKLAHOMA

Approved:

Attorney General
Muscogee (Creek) Nation

Date

Approved:

Lighthorse Chief of Police

Date

EXHIBIT A

ADDENDUM

ADDITION OF POLITICAL SUBDIVISIONS OF THE STATE OF OKLAHOMA TO
THE INTERGOVERNMENTAL CROSS-DEPUTIZATION AGREEMENT BETWEEN
THE UNITED STATES, THE MUSCOGEE (CREEK) NATION AND POLITICAL
SUBDIVISIONS OF THE STATE OF OKLAHOMA

The County of _____, Oklahoma, hereby enters into and
agrees to be mutually bound by the terms of the Intergovernmental Cross-Deputization
Agreement Between the United States, the Muscogee (Creek) Nation, and Political
Subdivisions of the of the State of Oklahoma pursuant to Section 3 of said Agreement.

Effective this _____ day of _____, 20_____

Approved:

Chairman, Board of County
Commissioners,
_____ County

Date

Approved:

Assistant District Attorney

Date

Approved:

Sherriff, _____ County

Date

EXHIBIT B

ADDENDUM

ADDITION OF POLITICAL SUBDIVISIONS OF THE STATE OF OKLAHOMA TO
THE INTERGOVERNMENTAL CROSS-DEPUTIZATION AGREEMENT BETWEEN
THE UNITED STATES, THE MUSCOGEE (CREEK) NATION AND POLITICAL
SUBDIVISIONS OF THE STATE OF OKLAHOMA

The City of _____, Oklahoma, hereby enters into and agrees
to be mutually bound by the terms of the Intergovernmental Cross-Deputization Agreement
Between the United States, the Muscogee (Creek) Nation, and Political Subdivisions of the
of the State of Oklahoma pursuant to Section 3 of said Agreement.

Effective this _____ day of _____, 20_____

Approved:

Chair, City Council
City of _____


Date

Approved:

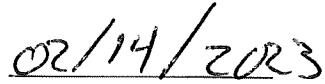
City Attorney/Judge

Date

Approved:



Chief of Police/City Marshall
City of _____



Date

EXHIBIT C

ADDENDUM

ADDITION OF THE STATE OF OKLAHOMA TO ENTER THE
INTERGOVERNMENTAL CROSS-DEPUTIZATION AGREEMENT BETWEEN THE
UNITED STATES, THE MUSCOGEE (CREEK) NATION AND POLITICAL
SUBDIVISIONS OF THE STATE OF OKLAHOMA

The State of Oklahoma, hereby enters into and agrees to be mutually bound by the terms of the Intergovernmental Cross-Deputization Agreement Between the United States, the Muscogee (Creek) Nation, and Political Subdivisions of the of the State of Oklahoma pursuant to Section 3 of said Agreement.

Effective this _____ day of _____, 20_____

Approved:

Director, Oklahoma State Bureau of Investigations

Date

Approved:

Chief, Oklahoma State Highway Patrol

Date

Approved:

Director, Oklahoma Bureau of Narcotics and
Dangerous Drugs Control

Date

EXHIBIT D

ADDENDUM

ADDITION OF _____ NATION TO THE
INTERGOVERNMENTAL CROSS-DEPUTIZATION AGREEMENT BETWEEN THE
UNITED STATES, THE MUSCOGEE (CREEK) NATION AND POLITICAL
SUBDIVISIONS OF THE STATE OF OKLAHOMA

The _____ Nation, hereby enters into and agrees to be mutually bound by the terms of the Intergovernmental Cross-Deputization Agreement Between the United States, the Muscogee (Creek) Nation, and Political Subdivisions of the of the State of Oklahoma pursuant to Section 3 of said Agreement.

Effective this _____ day of _____, 20_____

Approved:

Date

Approved:

Date

Approved:

Date



February 9, 2023

City of Okemah
502 West Broadway
Okemah, Oklahoma, 74859

Project Name/Number: TI-OPP-27893

Location:

60 acres along E 1080 Rd
Okemah City, OK 74859

Greetings,

Please accept this letter as an official Letter of Interest on behalf of Broadus Services. Our client, Tillman Infrastructure, is interested in leasing space on your property referenced above for the development of a cell phone tower.

We would like to offer either a one-time payment amount for a 90-year lease, or monthly payments for an initial term of 10 years, with sixteen additional five-year renewals for a total lease life of 90 years at a 10% escalator per term. Typically, we look to lease a 100-foot by 100-foot portion of the property, but that is somewhat negotiable depending on the amount of space available and the specific type of tower developed; monopole, self-support tower, or guyed tower (which has guy wires anchored out in three directions).

We are in contact with other property owners in your area, so should you have an interest, or any questions please, call or email me as quickly as possible at 817-946-1499 or at annakate@gobroadus.com. I'd be more than happy to discuss the opportunity with you further.

Best Regards,

Anna Kate Griffin
Site Acquisition Specialist

City Manager

From: Anna Kate Griffin <annakate@gobroadus.com>
Sent: Tuesday, February 21, 2023 9:40 AM
To: City Manager
Cc: kellywest@rocketmail.com; Wayne Bacon (Wayrie51@yahoo.com); Ron Lucas (rdlucas12@att.net); Ronald Gott
Subject: Re: Lease for cell phone tower

Hi there, Kristy and team -

I just wanted to reach out and follow up on last week's email. Have you all had a chance to review the above offer and consider the opportunity?

I look forward to hearing back from you and answering any additional questions you may have at this point,
Anna Kate

--

Anna Kate Griffin
C: 817-946-1499 | www.gobroadus.com



Follow us on [Instagram](#) | [LinkedIn](#) | [Facebook](#)!

On Tue, Feb 14, 2023 at 5:15 PM Anna Kate Griffin <annakate@gobroadus.com> wrote:

Hi there, Kristy -

Glad to hear you received our letter. Thank you for reaching out. Sure thing - the following outlines our client, Tillman Infrastructure's, proposal:

Tillman Infrastructure is looking to lease a 100' x 100' lease space for the base of the guyed tower & accompanying ground equipment. Since the height needed requires a guyed tower, this type of tower will have guy-wires extending in 3 directions through guy-wire easements. Both the base of the tower and the areas where the wires are anchored into the ground would be fenced in.

Tillman is ideally looking for a 90 year lease life; 70 years is the minimum time frame they could work with. They are looking to pay at either a monthly rate of about \$700/mo or a one time payment of around \$70K. If you opted for the monthly route, the first term is 10 years with 16 additional 5 year renewals at a 10% escalator per term. If you opted for the one time payment, Tillman is calling this a "purchase," but it is basically perpetual easement.

The next steps would be 1) agreeing to the proposed location, 2) landing on your requested business terms and getting a business terms agreement signed, and 3) sending someone out to the property to capture the photos we need to submit you as a candidate. Once submitted, Tillman will decide who they want to move forward with based on rent requests, construction costs, and location. Additionally, there is a paid initial 2 year option paid at \$800/yr to allow us and our client to do our due diligence on the property.

I'd be more than happy to jump on the phone with you tomorrow to discuss any of the above. The following is a rough screenshot that indicates, where at first glance, the tower might work best (red = 100' x 100' lease

space, white = guy wires through guy wire easements, yellow = proposed access). It looks like it could fit anywhere along the southern property border, but we'd like to keep it to the west of the green line shown.



I'll need to connect with my team about the potential for someone to attend the city council meeting.
Anna Kate

Anna Kate Griffin

C: 817-946-1499 | www.gobroadus.com



Follow us on [Instagram](#) | [LinkedIn](#) | [Facebook](#)!

Upcoming Out Of Office Date: Monday, February 20

On Tue, Feb 14, 2023 at 5:06 PM City Manager <citymanager@okemahok.gov> wrote:

Hi Anna

We received the letter on the proposed land lease for a cell tower on the City of Okemah property. If you would like to give me more information and the proposed lease agreements I can take this to the Okemah City Council at our next meeting on February 27th at 6pm. If you would like to attend this meeting please let me know.

Thanks

9:44



FOX
THOMAS
WILLIAM
& DEBBIE
DARLENE

ON HUNT

PLETT
ERVIN &
BETTY



1000 ft
918 ft elevation



N3730 Rd

SOUTHWICK
GLEN
EDWIN

OKEMAH CITY

PRAIRIE
SPRINGS
BAPTIST
CHURCH



LINDT
JARED
LANE AND
TASHA
DAWN
LINDT

CONCENTRATED
WELLNESS

Sat

2D

ORDINANCE NO. 2023-1

AN ORDINANCE OF THE CITY OF OKEMAH, OKLAHOMA, AMENDING TITLE 4, CHAPTER 7, SECTION 4-7-2, OF THE CODE OF THE CITY OF OKEMAH, OKLAHOMA, PROHIBITING THE SALE OF TOBACCO PRODUCTS AND VAPOR PRODUCTS WITHIN 300 FEET OF A PUBLIC OR PRIVATE SCHOOL; AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF OKEMAH, OKLAHOMA:

SECTION 1:

Title 4, Chapter 7, Section 4-7-2 of the City Code of the City of Okemah, is hereby amended to read as follows:

" 4-7-2: PROHIBITED CONDUCT:

- A. Smoking tobacco products is prohibited in all places in which smoking tobacco products is prohibited by Oklahoma state law.
- B. Using tobacco products and vapor products is prohibited on all city property, indoor and outdoor, including parks and recreational areas.
- C. Nothing in this chapter prohibits any person or entity from prohibiting the use of tobacco products or vapor products on their property, even if the use of tobacco products or vapor products is not otherwise prohibited in that area.
- D. No person or entity shall knowingly permit the use of tobacco products or vapor products in an area that is under the control of that person or entity and in which the use of tobacco products or vapor products is prohibited by law.
- E. No person or entity shall permit the placement of ash receptacles, such as ash trays or ash cans, within an area under the control of that person or entity and in which smoking is prohibited by law. However, the presence of ash receptacles shall not be a defense to a charge of the use of tobacco products or vapor products in violation of any provision of this chapter.
- F. No person shall dispose of tobacco product or vapor product waste within an area in which the use of tobacco products or vapor products is prohibited.
- G. It shall be unlawful for any person or entity to sell tobacco products or vapor products within three hundred feet (300') of any public or private school. The distance shall be measured from the nearest property line of such public or private school, and if an establishment, then to the nearest perimeter wall of the premises of any establishment which sells tobacco products or vapor products.

H. No person or entity shall intimidate, threaten, or otherwise retaliate against another person or entity that seeks to attain compliance with this chapter.”

SECTION 2: EMERGENCY CLAUSE:

It being immediately necessary for the preservation of the public health, peace and safety of the City of Okemah and the inhabitants thereof, an emergency is hereby declared to exist by reason whereof, this ordinance shall be in full force and effect from and after its passage and approval, as provided by law.

PASSED AND APPROVED and the Emergency Clause voted upon separately and passed this 27th day of February, 2023.

THE CITY OF OKEMAH, OKLAHOMA

BY: _____
KELLY WEST, MAYOR

ATTEST:

RELENA HADDOX, CITY CLERK

(S E A L)

City of Okemah Lean & Clean Wellness Policy Resolution

A NOTE ON GOING TOBACCO-, SMOKE-, AND VAPE-FREE

INTRODUCTION

Resolution Number 2023-02 Committing *our municipality* to Adopt and Implement a Workplace Wellness Policy

FINDINGS

WHEREAS, the health, safety, and well-being of the employees of *the City of Okemah* are critical for a prosperous and sustainable Okemah and

WHEREAS, unhealthy diet and lack of physical activity are key contributors to obesity³; and

WHEREAS, research shows that 8% of adults in Oklahoma eat the recommended daily amount of fruit¹ and 6% of adults in Oklahoma eat the recommended daily amount of vegetables¹; and

WHEREAS, research shows 80% of adults do not participate in the recommended amounts of aerobic and muscle-building physical activity²; and

WHEREAS, obesity is a chronic condition associated with heart disease, stroke, cancer, and diabetes—preventable diseases that are among the leading causes of death in the United States⁴; and

WHEREAS, Oklahoma has one of the highest rates of type 2 diabetes in the country⁵; and

WHEREAS, tobacco use is the number one cause of preventable death in the United States, killing more than 7,500 Oklahomans every year⁷; and

WHEREAS, tobacco use causes cancer, heart disease, and respiratory illnesses⁸; and

WHEREAS, tobacco smoke contains at least 250 harmful chemicals and at least 69 known carcinogens,⁸ and there is no safe level of exposure to secondhand smoke⁹; and

WHEREAS, many vapor products have been shown to emit chemicals known to cause cancer^{10, 11, 12, 13, 14, 15, 16}; and

WHEREAS, approximately 24% of adults in Oklahoma have tried vapor products,¹⁷ and vapor product use has the potential to expose children, youth, pregnant women, and other people to aerosolized nicotine¹⁸; and

WHEREAS, chronic diseases place a high burden on the economy due to illness-related loss of productivity, compromised employee performance, and increased health costs¹⁹; and

WHEREAS, Oklahoma has spent more than \$1.7 billion in a single year, or \$588 per adult, on obesity-related costs²⁰; and

WHEREAS, Oklahoma has spent \$1.62 billion in a single year on smoking-related medical

care and lost \$2.1 billion in one year due to smoking-related lost productivity⁷; and

WHEREAS, tobacco use annually costs employers at least \$5,800 per person who smokes in direct health care expenses, lost productivity due to sick days and smoke breaks, and lower productivity because of nicotine addiction²¹; and

WHEREAS, health care costs for physically inactive communities are approximately \$1,400 higher per inactive adult than the costs for active communities²²; and

WHEREAS, the state of Oklahoma is already implementing a workplace wellness program for state employees^{23, 24}; and

WHEREAS, more than 55 peer-reviewed research studies have shown that tobacco-free policies reduce tobacco use, exposure to secondhand smoke, and tobacco-related illnesses and death²⁵; and

WHEREAS, the Centers for Disease Control and Prevention's review of nearly 200 peer-reviewed research studies found that multicomponent worksite obesity prevention programs and tobacco-free policies are cost-effective and improve health within 5 years²⁶; and

WHEREAS, employee participation in workplace wellness programs has been found to increase exercise frequency, decrease smoking, and improve weight control,¹⁹ all of which help to reduce the risk of developing chronic diseases, such as hypertension, heart disease, type 2 diabetes, and obesity⁴; and

WHEREAS, in the City of Okemah, Okfuskee county, obesity rates are 45.8% , Adult diabetes rate is 12.5%, Average BMI is 28.4%, Adult Smoking Rate 27% and the costs to Prevention and recovery for Hughes, McIntosh & Okfuskee County is \$1,564,150.00

X Check this box and write the name of the qualified attorney who has reviewed this policy

Attorney name: Jack Cadenhead_

NOW THEREFORE BE IT RESOLVED that *City of Okemah* adopts the following Workplace Wellness Policy, attached hereto and incorporated herein as Exhibit A, to help improve the health and wellness of its employees by creating a wellness team, committee, or champion and by providing and promoting healthy food and beverage options, opportunities for physical activity, and tobacco-free and vapor-free environments. This Resolution is not intended to expand, reduce, or otherwise alter any municipal activities already regulated by federal or state law.

SECTION I. DEFINITIONS

The City of Okemah Workplace Wellness Policy

Definitions

For the purposes of this policy, the following definitions apply:

Hosting means the use of municipal facilities or other resources for a function, an event, or an activity. Examples include fairs, community gardens, farmers market, classes, support groups, sporting or athletic events, concerts, etc.

Indoor Area means any enclosed area used or visited by municipal employees, regardless of whether work is being performed. Indoor Area includes work areas, employee lounges, restrooms, conference rooms, classrooms, employee cafeterias, hallways, parking garages, municipal vehicles, and any other spaces used or visited by employees, as well as all space between a floor and ceiling that is predominantly or totally enclosed by walls or windows, regardless of openings such as doors, doorways, open or closed windows, or stairways.

Marijuana Product means any product, regardless of form, that contains cannabinoids derived or extracted from the cannabis plant or the resin therefrom, and also includes synthetic cannabinoids and cannabis plant material.

Municipal Property means all buildings, Indoor Areas, and Outdoor Areas, including but not limited to recreational areas and other property, or portions thereof, owned or operated by the City of Okemah, including but not limited to vehicles and equipment owned by the municipality.

Outdoor Area means any area that is not an Indoor Area, and includes outdoor recreational areas.

Smoking means lighting tobacco, nicotine, marijuana or other products for consumption.

Sponsoring means providing financial or in-kind support of resources and services for programs, classes, farmers markets, or other types of events and activities promoting healthy living.

Tobacco Product means any product made or derived from tobacco that is intended for human consumption, including any component, part, or accessory of a tobacco product (except for raw materials other than tobacco that are used in manufacturing a component, part, or accessory of a tobacco product). This includes e-cigarettes and vapor products. The term Tobacco Product does not include any product approved by the United States Food and Drug Administration for sale as a tobacco cessation product.

Tobacco-, Smoke-, and Vape-Free Location means the use of tobacco in any form is prohibited, and the use of tobacco, nicotine, marijuana or other products consumed in a smoked or vaporized manner is prohibited.

Vaping means using a device to heat, aerosolize, or vaporize tobacco, nicotine, marijuana, or other products for consumption.

SECTION II. WELLNESS PROGRAM SUPPORT

City of Okemah commits to creating a workplace environment that is conducive to *eating healthy, being physically active, and living tobacco free and vapor free* by doing the following:

- X Establishing and providing support for a wellness *champions* to implement the Wellness Policy, to identify and pursue opportunities to improve health, and to monitor the success of the Policy;
- X Making healthy choices easier by providing access to healthy food and beverage options, opportunities for physical activity, and tobacco, smoke, and vape free spaces and cessation support.
- X Promoting these healthy options through text and email.
- X Establishing the City of Okemah Wellness Team by having a Friday once a month for the City of Okemah Lean and Clean Team program. We encourage each employee on taking a paid Friday of their choice at least once a month to get out of the office and get active picking up trash in the City of Okemah. This helps keep our community clean and helps keep employees lean and active.

SECTION III. NUTRITION

City of Okemah commits to making healthy food and beverage options widely available and easily accessible by doing the following:

City of Okemah offers a kitchen area with a refrigerator and microwave. We have bottled water and are implementing a healthy breakfast option, Fruits, Veggies & Healthy Overnight Oatmeal. This is all offered at City Hall 502 West Broadway, for all city employees.

- X Promoting Good Nutrition and Healthy Eating Habits Through These Activities and Services:
- X Hosting the City of Okemah farmers' market at 204 West Broadway that is open to community members for use any day of the week.
- X Making cool drinking water available throughout the day at no cost.
- X Providing employees with access to a refrigerator, microwave and sink with a water faucet.
- X Use individual and team competitions or challenges in combination with additional interventions to support employees making healthier choices (e.g., fruit and vegetable challenge, hydration challenge).
- X Promoting the purchase of healthy foods and beverages through practices of healthy snacks, fruits, veggies for the City of Okemah employees. Donation jar will be put out for anyone that want to make a contribution for the purchase of future items. We

will also post local sale brochures of where employees can buy healthy items on the refrigerator in the break room. We do not have a vending machine so we will only be offering healthy options.

- X Identifying healthy food and beverage menu items with *signs, symbols, and/or colors*.
- X Seek input from employees to customize food and beverages sold and offered in the workplace that is nutrient dense and reflects personal preferences, cultural traditions, religious observances, and budgetary considerations.
- X Ensuring access to a private space (other than a restroom) that has an electrical outlet, and providing flexible paid or unpaid break times to allow mothers to express breast milk and/or breastfeed.
- X Providing nutritional information on foods and beverages sold and offered in the workplace.
- X Encouraging employees to bring healthy foods to special occasions like birthdays and retirement parties, or celebrating with non-food items.
- X Offering smaller portion sizes.
- X Market and promote foods and beverages that meet the requirements of the wellness policy.
- X Promoting a farmers' market on Municipal property or nearby that is open to community members.
- X City of Okemah is supplying an airfryer and will encourage and teach healthy food options to bring to work that can be cooked in the air fryer.
- X Using and combining incentives with other strategies to increase participation in health promotion programs.
- X Using tailored health promotion communications to ensure that they are accessible and appealing to employees of different ages, genders, educational levels, job categories, cultures, language, or literacy levels.

□

□ Nutrition Standards for *Meetings and/or Events*

- X *All, Most or 3/4ths of beverages contain no more than 40 calories per serving (excluding 100 percent fruit juice and unsweetened milk).*
- X *All individual meal items contain no more than 480 mg of sodium per serving.*
- X All foods contain 0 grams of trans fat per serving.
- X All snack foods contain no more than 230 mg of sodium per serving (excluding refrigerated meals).
- X *All, Most, or 3/4ths of packaged foods (excluding nuts and seeds without added fats, oils, or sweeteners, and fruits or vegetables without added caloric sweeteners) contain:*

- no more than 200 calories per package;
 - no more than 10 percent of total calories from saturated fat; and
 - no more than 35 percent of total calories from sugar.
- X All milk and milk products will be unsweetened and non-fat or low-fat (1%).
- X All juice will be unsweetened and 100 percent juice.
- X All vegetable juice will contain no more than 230 mg of sodium per serving.
- All foods are cooked without frying (e.g., steaming, grilling, roasting, broiling, baking, poaching, or sautéing).
- Nutrition Standards for Vending (City of Okemah does not have any vending machines we are leaving this in place for the future chance of vending machines).
- All, most, or 3/4ths of beverages contain no more than 40 calories per serving (excluding 100 percent fruit juice and unsweetened milk).
- All individual meal items contain no more than 480 mg of sodium per serving.
- All foods contain 0 grams of trans fat per serving.
- All snack foods contain no more than 230 mg of sodium per serving (excluding refrigerated meals).
- All, Most, or 3/4ths of packaged foods (excluding nuts and seeds without added fats, oils, or sweeteners, and fruits or vegetables without added caloric sweeteners) contain:
- no more than 200 calories per package;
 - no more than 10 percent of total calories from saturated fat; and
 - no more than 35 percent of total calories from sugar.
- All milk and milk products will be unsweetened and non-fat or low-fat (1%).
- All juice will be unsweetened and 100 percent juice.
- All vegetable juice will contain no more than 230 mg of sodium per serving.
- All foods are cooked without frying (e.g., steaming, grilling, roasting, broiling, baking, poaching, or sautéing).
- Nutrition Standards for Cafeterias and Snack Bars
- X All, Most, or 3/4ths of beverages contain no more than 40 calories per serving (excluding 100 percent fruit juice and unsweetened milk).
- X All individual meal items contain no more than 480 mg of sodium per serving.
- X All foods contain 0 grams of trans fat per serving.
- X All snack foods contain no more than 230 mg of sodium per serving (excluding refrigerated meals).

- X *All, Most, or 3/4ths* of packaged foods (excluding nuts and seeds without added fats, oils, or sweeteners, and fruits or vegetables without added caloric sweeteners) contain:
 - no more than 200 calories per package;
 - no more than 10 percent of total calories from saturated fat; and
 - no more than 35 percent of total calories from sugar.
- X All milk and milk products will be unsweetened and non-fat or low-fat (1%).
- X All juice will be unsweetened and 100 percent juice.
- X All vegetable juice will contain no more than 230 mg of sodium per serving.
- X All foods are cooked without frying (e.g., steaming, grilling, roasting, broiling, baking, poaching, or sautéing).
- X Additional Considerations when Selecting Vendors to Sell, Offer, and/or Cater Food and Beverages at Events:
 - X Look for and select vendors that do the following:
 - X Offer foods that align with the food and beverage provisions of this policy
 - X Use healthier cooking techniques, such as steaming, baking, roasting, and grilling
 - X Offer a variety of dishes in which vegetables or fruits are the main ingredient
 - X Serve condiments and dressings on the side
 - X Serve foods that are appropriate for the audience and event
 - X Comply with [Oklahoma's Food Service Establishment and Temporary Establishment Requirements](#)

SECTION IV. PHYSICAL ACTIVITY

City of Okemah commits to making physical activity opportunities widely available and easily accessible by doing the following:

- X Providing information about local resources and facilities, such as *walking trails, community parks, and/or recreation facilities*.
- X Promoting stairwell use, if applicable, throughout the workday by *making stairs appealing and/or posting motivational signs*.
- X Using *posters, pamphlets, posted in the Okemah City Hall Break room* to promote physical activity.
- X Promoting participation in physical activity by *creating exercise clubs, groups, and/or sponsoring employee sports teams*.
- X Providing employees with at least 30 minutes of paid physical activity break time in

addition to their regularly scheduled meal breaks.

- X Providing flexible work arrangements to accommodate paid physical activity breaks.
- X Promoting short activity breaks throughout the workday.
- X Using individual and team competitions or challenges in combination with additional interventions to support making healthier choices (e.g., steps challenge, exercise minutes challenge).
- X Encourage all employees to join the City of Okemah Lean & Clean Wellness Group.
- X Incorporating 10-minute physical activity breaks into every hour of sedentary meetings, trainings, and other workplace gatherings.
- X Promoting walking meetings.
- X Providing employees with unpaid physical activity break time during their tour of duty in addition to their regularly scheduled meal breaks.
- X Providing flexible work arrangements to accommodate unpaid physical activity breaks.

SECTION V. TOBACCO-, SMOKE, AND VAPE-FREE

City of Okemah is committed to ensuring that our workplace is a tobacco-, smoke-, and vape-free environment, at all times; that means:

- a. Supporting existing local and state laws that prohibit Smoking and the use of Tobacco Products and Vapor Products in Indoor Areas and on Municipal Property, through educational materials, requisite signage, and enforcement assistance where applicable;
- b. *The City of Okemah adopted and is enforcing the Local Tobacco-, Smoke-, and Vape-Free Ordinance* in the City of Okemah Municipal Code #2019-6. Title 4, Chapter 7.
- c. Prohibiting employees from Smoking or using Tobacco Products or Vapor Products in personal vehicles during all hours of employment while such vehicles are on Municipal Property;

Tobacco Cessation Support

- X Employees and family members interested in quitting tobacco use will be referred to the [Oklahoma Tobacco Helpline](#) and other cessation resources, if available.
- X *City of Okemah* will promote the Oklahoma Tobacco Helpline (1-800-QUIT-NOW or [OKHelpline.com](#)) to ensure awareness of the statewide services that are available.
- X *City of Okemah* will provide insurance benefits and access to the following types of assistance with no prior authorization or out-of-pocket cost to the employee:
 - Group, individual, and phone counseling
 - A minimum of four counseling sessions of at least 10 minutes each per attempt
 - Two quit attempts per year
 - Free cessation counseling is also offered by the [Oklahoma Tobacco Helpline](#) (1-800-QUIT-NOW)
 - All Food and Drug Administration (FDA) approved cessation aids
- X *City of Okemah* will communicate and promote the available tobacco cessation benefits and insurance coverage for employees to all prospective employees, new employees at the time of hire, and all existing employees on an annual basis.

Implementation and Enforcement

- X Signs informing people of this policy shall be posted, at a minimum, at entrances to all buildings on Municipal Property
- X A copy of this policy shall be included in the Municipal policy manual and Employee

training materials. Employees are responsible for familiarizing themselves with this policy. Employees are responsible for familiarizing themselves with these laws and policies and their applicable enforcement measures.

SECTION VI. GENERAL STATEMENT OF POLICY

It is the intent of the Okemah City Council that this Resolution is a general statement of *City of Okemah* policy that cannot form the basis of a private right of action.

SECTION VII. SEVERABILITY

If any section, subsection, subdivision, paragraph, sentence, clause, or phrase of this Resolution, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases of this Resolution, or its application to any other person or circumstance. The Okemah City Council hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause, or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases hereof be declared invalid or unenforceable.

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The Department of Transportation
P.O. Box 580 | Okmulgee, OK 74447
T. 918.549.2711

DAVID W. HILL
PRINCIPAL CHIEF

DEL BEAVER
SECOND CHIEF

February 6, 2023

City Mayor

Re: Memorandum of Understanding between the Muscogee (Creek) Nation and
The City

Dear Mayor:

The Muscogee (Creek) Nation (MCN) wishes to add roads to the Nation's National Tribal Transportation Facility Inventory (NTTFI). To add these roads to the Nation's NTTFI there must be a Memorandum of Understanding (MOU) between the MCN and the City. Attached you will find a Tribal Resolution, maps, and MOU detailing which roads the Nation wishes to add to the NTTFI. The MOU basically states that the City is allowing the MCN to place these roads on the Nation's NTTFI and that the City will continue to own and maintain these roads. If the City agrees please sign the attached MOU and return it to the MCN Department of Transportation by email to sdeere@MuscogeeNation.com or in person by February 28, 2021.

If you have any questions concerning this MOU, please contact Shelby Deere at 918-549-2711 or sdeere@muscogeenation.com

Sincerely,

David Ford
Federal Roads Manager
918-732-7916
dford@muscogeenation.com
Muscogee (Creek) Nation



TR 23-006

CLASSIFICATION: #28. LANDS AND MINERALS

A TRIBAL RESOLUTION OF THE MUSCOGEE NATION AUTHORIZING THE PRINCIPAL CHIEF TO EXECUTE A SEPARATE MEMORANDUM OF UNDERSTANDING WITH FOUR OKLAHOMA CITIES FOR THE MAINTENANCE OF ROADWAYS AND ASSOCIATED RIGHTS-OF-WAY CONSTRUCTED OR IMPROVED BY THE MUSCOGEE NATION TRIBAL TRANSPORTATION PROGRAM

Be it resolved by the National Council of the Muscogee Nation:

WHEREAS, the Nation's Tribal Transportation Program has funds available to make improvements to various public roadways and associated rights-of-way designated as Tribal Transportation Program Routes located in Okemah, Weleetka, Dewar and Coweta Cities in Oklahoma; and

WHEREAS, the Nation's Tribal Transportation Program has an inventory of proposed public roadways and associated rights-of-way located in in Okemah, Weleetka, Dewar and Coweta Cities; and

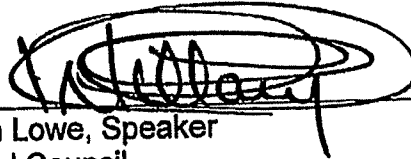
WHEREAS, the Nation and in Okemah, Weleetka, Dewar and Coweta, Cities, in the State of Oklahoma, have memorialized their understanding that should the Nation construct Tribal Transportation Program Routes in aforementioned Cities, each City agrees to maintain such routes and rights-of-way; and

WHEREAS, the Nation will enter into a separate Memorandum of Understanding with each City.

NOW THEREFORE BE IT RESOLVED THAT, the National Council hereby authorizes the Principal Chief to execute a separate Memorandum of Understanding with Okemah, Weleetka, Dewar and Coweta Cities for the maintenance of public roadways and associated rights-of-way constructed by the Muscogee Nation Tribal Transportation Program.

ENACTED by the Muscogee (Creek) National Council on this 28th day of January, 2023.

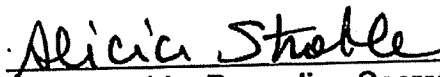
IN WITNESS WHEREOF, the Speaker of the Muscogee (Creek) National Council has hereto attached his signature.



William Lowe, Speaker
National Council
Muscogee (Creek) Nation

CERTIFICATION

I, the undersigned, certify that the foregoing is a true extract from the minutes of the Muscogee (Creek) National Council comprised of Sixteen members with **Fifteen** members attending this meeting on the **28th** day of **January, 2023** and that the above is in conformity with the provisions therein adopted by a vote of **14** in favor, **0** against and that said Resolution has not been rescinded or amended in any way and the above is the signature of the Speaker of the National Council.



Alicia Stroble, Recording Secretary
Muscogee (Creek) National Council

APPROVAL

I, the Principal Chief of the Muscogee (Creek) Nation, hereby affix my signature this **1st** day of **February, 2023** to the above Resolution, **TR 23-006** authorizing it to become a Resolution under Article VI., Section VI., of the Constitution of the Muscogee (Creek) Nation.



David W. Hill, Principal Chief
Muscogee (Creek) Nation



MEMORANDUM OF UNDERSTANDING

BETWEEN

MUSCOGEE (CREEK) NATION

AND

CITY OF OKEMAH, OKLAHOMA

This memorandum sets forth an understanding between the MUSCOGEE (CREEK) NATION in Okmulgee, Oklahoma, hereinafter referred to as the TRIBE, and CITY OF OKEMAH, hereinafter referred to as the CITY.

This understanding relates to the maintenance responsibilities for sections of roadways, more specifically described as the improvement of routes listed in City of Okemah Attachment "A".

The CITY owns and maintains these sections of roadway and the associated rights-of way.

WHEREAS, the Tribal Transportation Program, formerly known as the Indian Reservation Roads Program, funded through the Federal Highway Administration, assists tribes in the improvement of the roads in their tribal areas; and

WHEREAS, the TRIBE administers these improvements under the Tribal Transportation Program (TPP); and

WHEREAS, the TRIBE identifies these sections of roadway as an integral part of the road system serving Tribal members; and

WHEREAS, the TRIBE wishes to incorporate these sections of roadway among a list of Tribal routes in the Tribal Transportation Program Facility Inventory identified for possible improvement; and

WHEREAS, the CITY and the TRIBE may enter into a cooperative agreement to improve these sections of road in the foreseeable future,

NOW THEREFORE, be it understood that the TRIBE and the CITY understand that the ownership and maintenance responsibilities shall continue to rest with the CITY and that the TRIBE may contribute to the improvement of routes listed in City of Okemah Attachment "A" at some point in the future.

IN WITNESS WHEREOF, the parties hereunto affix their hands and seals the day and year above written.
Sworn & subscribed to before me this

_____ day of _____, 20_____

CITY CLERK

CITY OF OKEMAH

502 W. BROADWAY

OKEMAH, OK 74859

MUSCOGEE CREEK NATION

P.O. BOX 580

OKMULGEE, OK 74447

MAYOR - CITY OF OKEMAH

PRINCIPAL CHIEF

CITY OF OKEMAH

ATTACHMENT "A"

Route #	Route Name	County	Length	Construction Need	Ownership
1369	West Joplin	Okfuskee	0.7	2	5

Muscogee (Creek) Nation



Route 1369

W JOPLIN

Length: 0.7

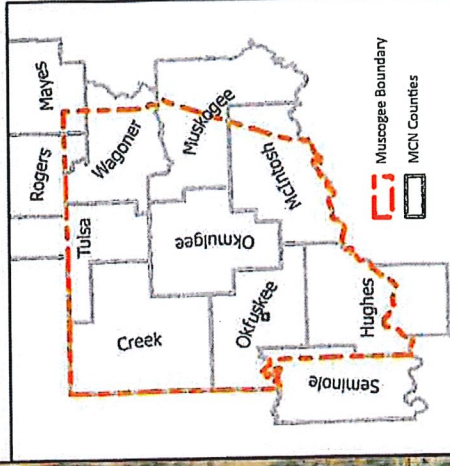
Functional Class:

5 - Rural Local

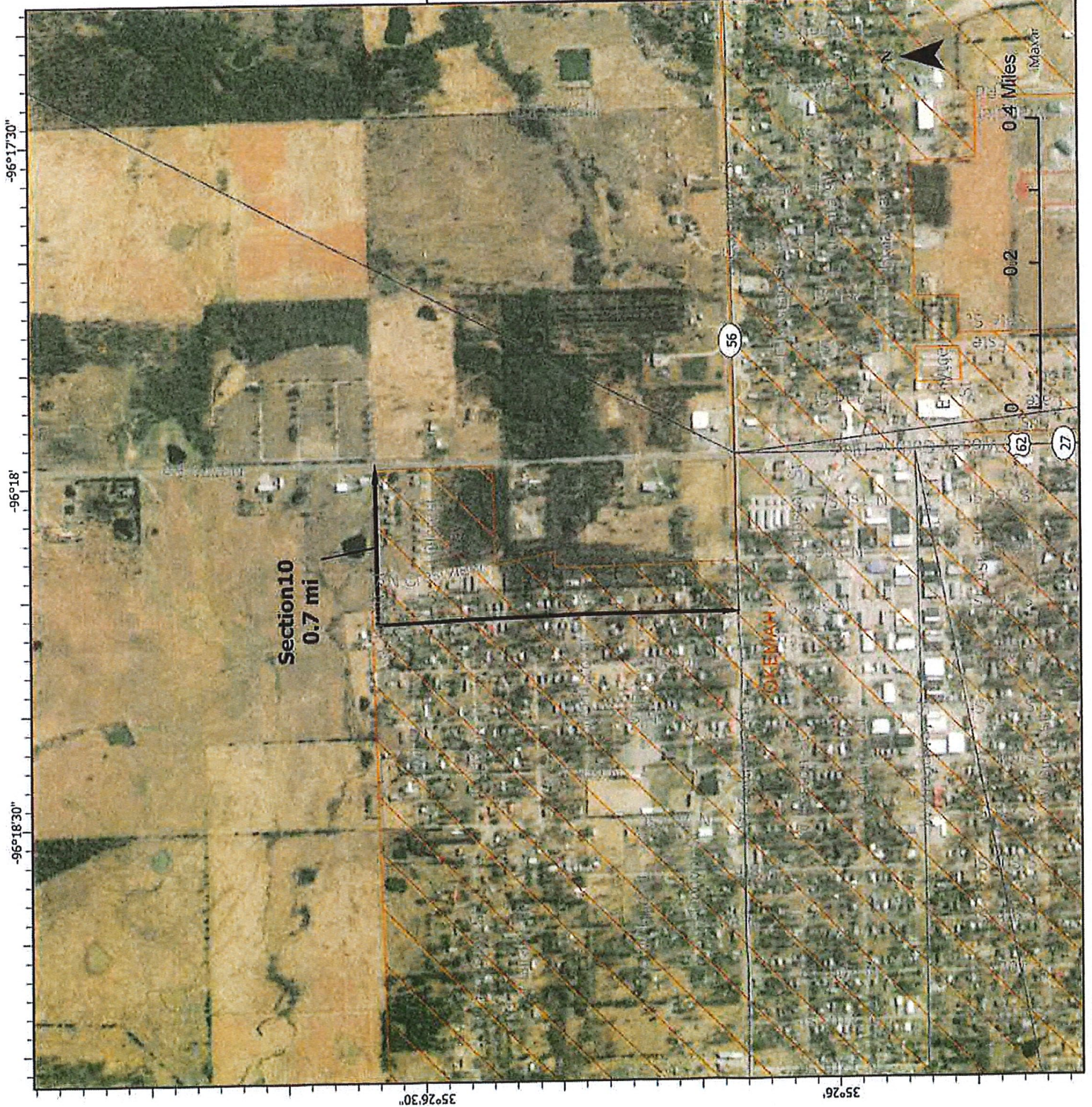
Ownership:

5 - COUNTY/TOWNSHIP

Okfuskee County



Congressional District: 02



STATE OF OKLAHOMA

RESOLUTION NO. 2023-1

CITY OF OKEMAH

MOTION BY: _____
SECONDED BY: _____

A RESOLUTION TO AUTHORIZE THE CITY OF OKEMAH, OKLAHOMA TO SUBMIT AN APPLICATION FOR A PLACE-BASED ECONOMIC DEVELOPMENT PROJECT GRANT UNDER THE RURAL BUSINESS DEVELOPMENT GRANT - BUSINESS OPPORTUNITY PROGRAM FROM THE USDA-RURAL DEVELOPMENT, STATE OF OKLAHOMA, TOGETHER WITH ALL NECESSARY CERTIFICATIONS AND ASSURANCES, INCLUDING THE CITY TO PROVIDE A TOTAL CASH MATCH OF FIVE THOUSAND AND NO/100 (\$5,000.00) DOLLARS; THE CITY TO COMPLY WITH THE FEDERAL RULES FOR THE PROGRAM; AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

WHEREAS, the City of Okemah, Oklahoma wishes to make application for Rural Business Development Grant - Business Opportunity Program funds for a proposed place-based economic development project, believing that the proposed place-based economic development project will be beneficial to the City of Okemah and its residents; and

WHEREAS, the City of Okemah believes itself to be qualified, and is willing and able to carry out all activities described in the grant application in partnership; and,

WHEREAS, in this action the City of Okemah has declared its intent to conduct the proposed place-based economic development project described in the application; and,

WHEREAS, in this action the City of Okemah will, upon an award and acceptance of the grant, agree to the terms of the grant.

SECTION 1. BE IT RESOLVED by the Mayor and City Council Members of the City of Okemah, Oklahoma, in special and legal session convened, that Kelly West, Mayor of the City of Okemah, Oklahoma, is hereby authorized to submit an application for a Place-Based Economic Development Project Grant under the Rural Business Development Grant - Business Opportunity Program from the USDA-Rural Development, State of Oklahoma, together with all necessary certifications and assurances, including the city to provide a cash match of Five

Thousand and No/100 (\$5,000.00) Dollars, and that the city will comply with the federal rules for the program.

SECTION 2. BE IT FURTHER RESOLVED by the Mayor and City Council Members of the City of Okemah, Oklahoma, in special and legal session convened, that Kelly West, Mayor of the City of Okemah, Oklahoma, is hereby authorized to execute and submit a Local Match Fund Commitment Letter and to execute and submit any and all other documents either necessary or beneficial for the proper submission of that grant application, including all requested certifications.

SECTION 3. BE IT FURTHER RESOLVED by the Mayor and City Council Members of the City of Okemah, Oklahoma, in special and legal session convened, that if the City of Okemah, Oklahoma is awarded a grant in response to the grant application provided above, then Kelly West, Mayor of the City of Okemah, Oklahoma, is hereby authorized to execute the grant agreement, and to execute all other such documents and take all other such actions as may be necessary or appropriate in order to obtain the grant funds and to fully comply with the terms, conditions and provisions of that grant, including compliance with the federal rules for the program.

The above Resolution was read and considered by Sections at a public meeting of the Mayor and City Council Members, in a special and legal session convened, voted on by YEA and NAY vote, passed and adopted this 13 day of February, 2023.

APPROVED AND ADOPTED THIS 13TH DAY OF FEBRUARY, 2023.

CITY OF OKEMAH, OKLAHOMA

(SEAL)

Mayor

ATTEST:

City Clerk

BUDGET AMENDMENT #1
CAPITAL IMPROVEMENT FUND #05
FISCAL YEAR 2023

TYPE OF AMENDMENT:

- 01-Supplemental
- 02-Decrease
- 03-Transfer

Date Approved
By Governing Body:

Date Approved
By City Manager:

Revenues Increased (Decreased)

Type	Explanation	Account #	Name	Amount
1	A	.05.408008	Transfer from ARPA Fund	13,080
Total				13,080

Expenditures Increased (Decreased)

Type	Explanation	Account #	Name	Amount
1	A	05.508.540108	Parks & Recreation ARPA Funds	13,080.00
Total				13,080

Explanation:

A - Appropriate for park and recreation project using transfer from ARPA Fund.

Appropriations	264,000
Net Amendments	<u>13,080</u>
Actual Appropriations	<u><u>277,080</u></u>

Estimated Beginning Fund Balance	427,978
Fund Balance Change	850,367
Estimated revenues-original	400,100
Revenue change	13,080
Adjusted appropriations	<u>(277,080)</u>
Estimated Ending Fund Balance	<u><u>1,414,445</u></u>

BUDGET AMENDMENT #1
ARPA FUND #08
FISCAL YEAR 2023

TYPE OF AMENDMENT:

- 01-Supplemental
- 02-Decrease
- 03-Transfer

Date Approved
By Governing Body:

Date Approved
By City Manager:

Revenues Increased (Decreased)

Type	Explanation	Account #	Name	Amount
Total				0

Expenditures Increased (Decreased)

Type	Explanation	Account #	Name	Amount
1	A	08.590.560105	Transfer to CIF Fund	13,080.00
Total				13,080

Explanation:

A - Appropriate for park and recreation project in CIF Fund using unappropriated ARPA Funds.

Appropriations	50,000
Net Amendments	<u>13,080</u>
Actual Appropriations	<u><u>63,080</u></u>

Estimated Beginning Fund Balance	273,621
Fund Balance Change	60
Estimated revenues-original	273,500
Revenue change	-
Adjusted appropriations	<u>(63,080)</u>
Estimated Ending Fund Balance	<u><u>484,101</u></u>