



MEETING NOTICE AND AGENDA
Town of Washington Public Works Authority

Tuesday, December 9, 2025 6pm

Town of Washington Town Hall, 204 N. Main St., Washington, OK 73093

1. **Call to Order** Time _____

2. **Roll Call**

| | | |
|----------------------------|-----------------------|----------------------|
| Chair & Trustee Joel Siria | Trustee James Andrews | Trustee Tony Brennan |
|----------------------------|-----------------------|----------------------|

3. **Consent Agenda**

- A. Approve the Minutes from the Town of Washington Public Works Authority Meeting on November 10, 2025.
- B. Approve a proposal for METCO Engineering to assess the future water tower foundation site in the amount of \$15,840.00.
- C. Approve the proposed 2026 meeting schedule for the Public Works Authority.

Motion _____ Second _____ Votes: Siria _____; Andrews _____; Brennan _____

4. **Action Items**

- A. Consideration and possible approval, denial, postponement, or other action regarding a joint resolution by the Town of Washington Board of Trustees and the Washington Public Works Authority modifying the administrative freeze extended and established by Town of Washington Resolution 25-3.2 and Public Works Authority Resolution 25-3.1.

Motion _____ Second _____ Votes: Siria _____; Andrews _____; Brennan _____

B. New Business (if any)

Motion _____ Second _____ Votes: Siria _____; Andrews _____; Brennan _____

5. **Town Administrator, Staff, and Trustee Reports**

The Town Administrator, Staff, and Trustees will provide updates regarding recent and upcoming events and projects, including events of interest and the general operations of the Public Works Authority. No action will be taken.

- Public Works Report presented by Public Works Director TR Leshner
- Update on Water Tower Project and Water Filtration Project by Town Administrator Mica Lunt

6. **Adjournment** Time _____

This agenda was filed in the office of the Town Clerk and posted at _____, on the Town's website and in the lobby of the Town of Washington Town Hall, 204 N. Main St., Washington, Oklahoma 73093, by Mica Lunt, Town Administrator.

Town Administrator



TOWN OF WASHINGTON
PUBLIC WORKS AUTHORITY
204 N. MAIN ST.
WASHINGTON, OK. 73093
MINUTES

Type: Regular Meeting

Date: Monday, November, 10, 2025

Place: Washington Town Hall

204 N. Main Street

Washington, OK. 73093

1. Call to Order Time: 6:03pm

2. Roll Call:

Mayor & Trustee Joel Siria: Here

Trustee James Andrews: Here

Trustee Tony Brennan: Here

3. Consent Agenda (Items A)

A. Approve the Minutes from the Town of Washington Public Works Authority Meeting
October 14, 2025.

Motion to approve as written by Brennan.

Second: Andrews

Votes:

Joel Siria: Aye

James Andrews: Aye

Tony Brennan: Aye

4. Action Items

A. None

B. New Business (if any)

None

5. Town Administrator, Staff, and Trustee Reports

Public Works Report presented by Public Works Director T.R. Leshner



TOWN OF WASHINGTON
PUBLIC WORKS AUTHORITY
204 N. MAIN ST.
WASHINGTON, OK. 73093
MINUTES

Public Works Department

Town of Washington Public Works Department

Reporting Period: October 1–31, 2025

Infrastructure Maintenance & Repairs

- Water System:
 - Repaired water leak and replaced meter at 115 W. Morehead (10/6)
 - Assisted plumber with water leak on Eastern Ave (10/17)
 - Performed 6 water service cut-offs (10/20)
 - SCADA system repaired at Well #2 (10/8)
 - Delivered EPA/DEQ compliance flyers to all residences (10/20)
 - Collected water samples for testing (10/21): BacT, Fluoride, Arsenic, Nickel, Selenium, Antimony, Beryllium, Thallium, Mercury
 - Routine well inspections conducted on all scheduled workdays
 - Freeboard levels measured daily in accordance with DEQ compliance standards
 - Sewer System:
 - Preventative maintenance on sewer lines (10/7)
 - Discovered and mapped 2 previously unmapped manholes
 - Installed new pump rails in lift station (North pump) (10/28)
-

Cemetery Operations

- Mowed cemetery twice
 - Cut 760 pieces of rebar for new cemetery plots
 - Dug graves: 10/17, 10/22 (2 graves), 10/27
 - Assisted with funerals: 10/20, 10/22, 10/29
 - Opened for cremation: 10/27
 - Marked for 1 headstone and 4 corner markers (10/28)
-

Groundskeeping & Facility Maintenance

- Mowed community center twice



**TOWN OF WASHINGTON
PUBLIC WORKS AUTHORITY
204 N. MAIN ST.
WASHINGTON, OK. 73093
MINUTES**

-
- Hauled off dead limbs from community center
 - Mowed lagoons and shooting range (10/8)
 - Cut trees off lagoon dykes (10/8)
-

Locates & Inspections

-
- Okie 811 Locates (Total: 65):
 - 10/6: 12 locates
 - 10/8: 1 locate
 - 10/14: 4 locates
 - 10/16: 6 locates
 - 10/20: 11 locates
 - 10/22: 1 locate
 - 10/23: 18 locates
 - 10/27: 12 locates
 - Inspections (Total: 9):
 - 10/6: 3 inspections
 - 10/8: 3 inspections
 - 10/16: 1 inspection
 - 10/27: 2 inspections
-

Town Administrator Lunt provided a Water System Improvements Status Report

August 2024-October 2025 Water System Improvements

-
- DEQ Consent Order Issued September 2024 and rescinded October 2024
 - Substantial improvements in pressure
 - Reliable chlorine residuals confirmed by DEQ
 - SCADA Telemetry System installed
 - 65 leaks in water main lines repaired
 - January – May 2025: 31.3% Water Loss
 - June – October 2025: 19.3% Water Loss
 - New water main installed on Main Street
-



TOWN OF WASHINGTON
PUBLIC WORKS AUTHORITY
204 N. MAIN ST.
WASHINGTON, OK. 73093
MINUTES

-
- New, more efficient and properly sized pump installed on Well #2
 - Air relief valves added
 - Fire hydrant repairs and maintenance completed (two hydrants waiting on parts)
 - Wells rehabilitated – doubled water production
 - Installed radio-bases smart meters, helping customers identify numerous leaks
-

August 2024-October 2025 Water Quality Improvements & Project Status

-
- Consistent and reliable water production and pressure exceeding DEQ minimum standards, passed DEQ annual inspection September 2025
 - June – September 2025: vetted vendors, engineered solutions to reduce sediment
 - October 2025: Board approved filtration project; waiting on parts and installation
-

August 2024-October 2025 Water Tower Project Status & Additional Well

-
- February 2025: Board approval to pursue funding and engineering (contracts executed)
 - March – September 2025: applications for private loans, congressional funding, grants, and gifts, ultimately settling on USDA Rural Development Loan application
 - June 2025 – obtained commitment from private company to donate the drilling of offset well
 - July – November 2025: Requesting variance from DEQ for offset well
 - September – October 2025 located land easement for existing, old tower; discussion with WPS on land use
 - November 2025 – preliminary engineering report completed for tower; evaluating need for environmental study; should be ready to submit soon when Federal government reopens
-

6. Adjournment Time: 6:25pm

Chairman, Joel Siria

Clerk, Kasey Leshner



MIDWEST ENGINEERING & TESTING CORPORATION

November 10, 2025

Town of Washington, C/O
Mr. Levi Buck, P.E.
Myers Engineering, Consulting Engineers, Inc.
13911 Quail Pointe Drive
Oklahoma City, OK 73114
Phone: 405-755-5325
Fax: 405-

PROPOSAL FOR GEOTECHNICAL ENGINEERING SERVICES
PROPOSED NEW STAND PIPE
WASHINGTON, OKLAHOMA
PROPOSAL NO: - OGP-25166

Dear Mr. Buck:

In accordance with your request, we are pleased to submit the following proposal for performance of geotechnical engineering services at the site of the referenced project. The geotechnical engineering services will be conducted to provide information relevant to the design of cost-effective foundation system and subsurface conditions for the proposed water stand pipe in Washington, Oklahoma. This submittal includes a brief description of the project, the scope of work, and Midwest Engineering & Testing Corporation (METCO) proposed approach to this work.

PROJECT INFORMATION

It is understood that the proposed project will consist of a 30-foot diameter and 130 feet tall standpipe.

It is assumed that maximum total vertical load will be on the order of less than 7,000 kips. We assume that the cut and fill depths will be limited to less than three feet each to achieve design grades in the tank area.

PROPOSED SCOPE OF WORK

The purpose of the geotechnical engineering services will be to evaluate the general subsurface conditions in the area encompassed by the projects and from these data develop engineering design parameters for design and construction. The following is a brief description of the proposed field, laboratory and engineering analysis portion of the proposed services.

FIELD INVESTIGATION

As instructed, it is proposed that 3 borings be drilled to approximate depths of 75 feet or auger refusal, whichever is shallower at the tank area.

Within the borings, penetration resistance testing and undisturbed sample collection will be performed in general accordance with the requirements of ASTM Designation D-1586 and/or D-1587. If rock strata are encountered, they will be penetrated using an auger to a depth sufficient to evaluate their composition. Texas Highway Department cone penetrometer will be performed to evaluate the rock bearing capacity. **Rock coring is not included in this proposal and will be submitted in a separate proposal, if required.** We assume any underground utilities existing in the proposed project area will be identified and marked by others. **The owner assumes all responsibility for any and all public and private utilities that may exists.**

Water level observations will be made in the borings at completion of drilling operations and within 48 hours to 96 hours of completion of drilling. These observations will be reported on the boring logs.

LABORATORY INVESTIGATION

Upon completion of the field exploration, laboratory testing will be performed on selected samples to define some of the soil's physical properties and strength characteristics. Physical properties of the soil as well as data necessary for classification by the Unified Soil Classification system will be determined by classification tests. These tests will consist of natural moisture content

and liquid and plastic limits. Results of these tests will be included on the appropriate boring logs. Additionally, soluble sulfates and pH tests will be performed on representative samples.

ENGINEERING ANALYSIS

The results of all field and laboratory testing will be evaluated by a geotechnical engineer. A report will be issued which will include the plan of boring, boring logs and test results. The report will also contain the following:

- Materials classification and soil properties of subgrade materials.
- Allowable soil bearing capacity.
- Measure groundwater levels.
- Discussions of some construction considerations.

ESTIMATED FEE AND PROJECT SCHEDULE

It is proposed to provide the services as outlined for a total fee of **\$15,840.00**. This estimate is based on the assumption that the work be performed pursuant to the METCO General Conditions, which are enclosed herewith and incorporated into this proposal. This total fee assumes that the site is readily accessible to our truck-mounted drilling equipment. Any bulldozer or wrecker services required to provide access pathways or mobility assistance to our truck-mounted drill rig are not included in this proposal and will be charged at cost plus 15 percent. Any standby time will be charged at \$240.00 per hour. Invoices will be payable within 30 days.

We propose to initiate work within three weeks of project approval, weather permitting. Fieldwork will take approximately three to four days to complete, depending on weather conditions and access limitations. It should be noted that our drill rigs are heavy and may leave ruts in areas not paved; therefore, METCO will not be responsible for these damages. The written report can be submitted in about three to five weeks after completion of the field exploration depending on the extent of the laboratory-testing program. Preliminary results may be presented as desired during the course of the study.

A signed copy of this proposal is needed prior to commencement of work. The attached

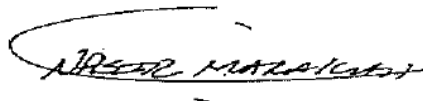
project information list should be completed so that METCO best serve you.

Our fee covers the work needed to present our findings and recommendations in report form. Not included are reviews of drawings, preparation of construction specifications, special conferences, and any other work requested before or after submittal of our report.

We at METCO appreciate the opportunity to submit this proposal and look forward to working with you on this project. If you have any questions concerning our proposal, please contact our office.

Respectfully submitted,

MIDWEST ENGINEERING & TESTING CORPORATION



Nasir Marakah, P.E.
President

Attachments: Project Information List
General Conditions

AGREED TO THIS 13th DAY OF November, 2025

BY: Mica A. Lunt

PRINTED NAME: Mica A. Lunt

TITLE: Town Administrator

FIRM: Town of Washington

Midwest Engineering & Testing Corporation
Services & Fees
January 1, 2025-December 31, 2025

48-hour Notices are required for a guaranteed spot on the schedule
350 dollars surcharge fee will be applied for same day scheduling

PERSONNEL

| | |
|--|-----------|
| Senior Project Engineer, per hour | \$ 198.00 |
| Project Engineer, per hour | \$152.60 |
| Project Coordinator | \$140.70 |
| Field Engineer, per hour..... | \$136.00 |
| Project Manager, per hour | \$134.50 |
| Senior Technician | \$108.75 |
| Technician | \$94.50 |
| Periodic Inspection of Structural Steel (Minimum 4 hrs per trip), per hour | \$129.50 |
| Consulting (Minimum 4 hrs, each time), per hour | \$220.00 |
| Transportation Charge, per mile..... | \$0.94 |
| Administration Fees, per hour | \$89.00 |
| Per Diem, per person, per day | \$245.00 |

Drilling

| | |
|--|----------|
| Mob/De-mob, per mile (Minimum \$595.00) | \$5.95 |
| Soil Drilling 0-40 feet, per foot..... | \$ 22.60 |
| Soil Drilling 40-60 feet, per foot..... | \$23.20 |
| Soil Drilling 60-75 feet, per foot..... | \$27.60 |
| Soil Drilling 75+, per foot..... | \$29.65 |
| Rock Augering 0-60 feet, per foot..... | \$24.35 |
| Rock Augering 60-75 feet, per foot..... | \$29.50 |
| Rock Augering 75-95 feet, per foot..... | \$33.35 |
| Rock Augering 95+, per foot | \$38.00 |
| Backfilling, per foot..... | \$10.50 |
| Split Spoon or Shelby Tube Sampling 0-40 feet, each | \$31.50 |
| Split Spoon or Shelby Tube Sampling, 40 feet +, each | \$37.45 |
| Texas Cone Test, each | \$31.50 |

Soils

| | |
|---|-----------|
| Moisture/Density relationship of soils (Standard or Modified Proctor), each | \$188.00 |
| Atterberg Limits Determination (PI) & -200 sieve, each | \$ 104.90 |
| Permeability Test, each..... | \$398.00 |
| Sieve Analysis &/or Hydrometer, each | \$ 119.50 |
| Field Density Tests (3 tests or more), per test (Excluding Technician Time) | \$54.00 |
| Field Density Tests (minimum 2), per test (Excluding Technician Time)..... | \$58.00 |

Concrete

| | |
|--|----------|
| Concrete Compression Test (including hold cylinders), each | \$ 22.50 |
| Concrete Cylinder making, per cylinder (Excluding Technician Time) | \$28.00 |
| Concrete Compression Test 6"X12" (including hold cylinders), each..... | \$ 24.50 |

| | |
|--|----------|
| Concrete Cylinder making 6"X12", per cylinder | \$31.00 |
| Compressive Strength of Grout, per set of 3 (Excluding Technician Time)..... | \$148.00 |
| Compressive Strength of Mortar Cubes, per set of 3 (Excluding Technician Time) | \$158.00 |
| Concrete Coring Machine, per day..... | \$188.00 |
| Concrete Cores, each | \$95.00 |
| Concrete Beams making, per beam (Excluding Technician Time)..... | \$60.00 |
| Concrete Flexural Test (including hold beams), each... .. | \$45.00 |
| Floor Flatness Machine, per day (Excluding Technician Time)..... | \$325.00 |
| Relative Humidity, per test (Excluding Technician Time). | \$79.00 |

Asphaltic Concrete Testing

| | |
|---|-----------|
| Extraction and Gradation/Molding/Specific Gravity, each | \$360.00 |
| Density of Specimens, per set 3..... | \$ 75.00 |
| Stability, per set of 3 | \$ 125.00 |
| Density and Thickness of Asphalt Cores, each | \$ 55.00 |

Testing

| | |
|---|-----------|
| Visual Classification, Per sample | \$19.75 |
| Moisture Content, each | \$20.75 |
| Dry Density, each..... | \$78.00 |
| Hand Penetrometer Test, each | \$24.00 |
| Unconfined Compression Test, each | \$89.00 |
| Consolidation Test, each..... | \$950.00 |
| Direct Shear Test, each | \$950.00 |
| Triaxial Test, each..... | \$950.00 |
| Free Swell, each | \$399.00 |
| Laboratory CBR, each..... | \$325.00 |
| Chemical Tests, each..... | Cost+ 25% |

Remarks

All hours are portal to portal. Technician rates will be billed at 2-hour minimum.

Overtime is classified as all hours worked over eight (8) hours per day and hours worked before 7:00 AM or after 5:00 p.m. weekdays and any hours worked on Saturdays. Overtime will be invoiced at 1.5 times the standard fee.

Sundays or holidays will be invoiced at 3.5 times the standard fee and will be billed at 4-hour minimum.

Project Management to schedule and supervise personnel and evaluate and review reports will be billed at a minimum of 3.5 hours of project manager a month and 0.4 hours of senior project engineer per report issued.

Laboratory testing other than concrete compression test requiring overtime or will be invoiced at applicable test rate plus technician overtime charges.

Laboratory testing other than concrete compression test requiring Sunday or holiday work will be invoiced at applicable test rate plus **3.5 times the standard technician fee and will be billed at 4-hour minimum.**

Services and fees not listed will be quoted upon request.

A transportation charge of \$0.94 per mile will apply for all fieldwork with a minimum of \$49.00 per trip.

Rush fees will be charged at 1.5 times the standard fee.

**PROJECT INFORMATION LIST
GEOTECHNICAL ENGINEERING SERVICES**

1. Project Name & Location: _____

2. Your Project No.: _____ Your Purchase Order No.: _____
3. Project Manager: _____ Telephone No.: _____
4. Number and Distribution of Reports:
- | | |
|---|---|
| () Copies To: _____ _____ _____ Attn: _____ | () Copies To: _____ _____ _____ Attn: _____ |
| () Copies To: _____ _____ _____ Attn: _____ | () Copies To: _____ _____ _____ Attn: _____ |
5. Invoicing Address: _____

Attn: _____
6. On Site Contact: _____ Telephone No.: _____
7. Special Instructions: _____

STRUCTURE

1. Structure Type: _____ Number of Floors: _____
2. Special Equipment or Installation: _____
3. Column Spacing, Interior: _____ Column Spacing, Exterior: _____
4. Exterior Column Load: _____ Live: _____ Dead: _____
5. Interior Column Load: _____ Live: _____ Dead: _____
6. Floor Slab Load: _____ Slab on Grade: _____ Basement/Depth: _____
7. Grade Change : _____ How Much: _____
8. Septic Tank: _____ Storm Water Drainage: _____
9. Pavement Type: _____ Traffic Load: _____ Traffic Type: _____
10. Other Information: _____

General Conditions

1. Scope Of Work And Parties

Midwest Engineering & Testing Corporation (hereinafter referred to as "METCO") shall include said company, subsidiary, or affiliate performing the agreed on work. Work means the analytical, testing, geotechnical, or other service to be performed by METCO as set forth in METCO's proposal, Client's acceptance thereof and these General Conditions. These General Conditions also apply to any additional work ordered by the client. "Client" is defined as any person or business entity ordering the work to be done by METCO. If Client is ordering the work on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said work. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and nature of the work ordered by the Client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of METCO's work. METCO shall have no duty or obligation to any third party greater than that set forth in METCO's proposal, Client's acceptance thereof and these General Conditions. The ordering of work from METCO, or the reliance on any METCO's work, shall constitute acceptance of the terms of METCO's proposal and these General Conditions, regardless of the terms of any subsequently issued documents

2. Tests And Inspections

Client shall cause all tests and inspections of the site, materials and work performed by METCO or others to be timely and properly performed in accordance with the plans, specifications and contract documents and METCO's recommendations. No claims for loss, damage or injury shall be brought against METCO by Client or third party unless all tests and inspections have been so performed and unless METCO's recommendations have been followed. Client agrees to indemnify, defend and holds METCO, its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and attorneys fees in the event that all such tests and inspections are not so performed or METCO's recommendations are not so followed except to the extent that such failure is the result of the negligence, willful or wanton act or omission of METCO, its officers, agents or employees, subject to the limitation contained in paragraph 9

3. Scheduling Of Work

The services set forth in METCO's proposal and Client's acceptance will be accomplished in a timely and professional manner by METCO personnel at the prices quoted. If METCO is required to delay commencement of the work or if, upon embarking upon its work, METCO is required to stop or interrupt the progress of its work as a result of change in the scope of the work requested by Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of METCO, additional charges will be applicable and payable by Client

4. Responsibility

Determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction shall not be included in METCO's work METCO shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. METCO's work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. METCO has no right or duty to stop the contractor's work

5. Access To Site

Access to the site as it is necessary for METCO to perform the work will be arranged and provided by Client. Reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its work or the use of its equipment will be taken by METCO. The cost of restoration of damage which may occur has not been included in METCO's fees. If Client desires or requires METCO to restore the site to the site former condition, upon written request METCO will perform such additional work as is necessary to do so and Client agrees to pay METCO for the cost

6. Client's Duty To Notify Engineer

Client represents and warrants that it has advised METCO of any known or suspected hazardous materials, utility lines and pollutants at any site at which METCO is to do work hereunder, and unless METCO has assured in writing the responsibility of locating subsurface objects, structures, lines or conduits, Client agrees to defend, indemnify and save METCO harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to METCO's performance of its work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to METCO by Client

7. Sample Disposal

Test specimens or samples will be disposed upon completion of the tests, unless otherwise agreed in writing. All drilling samples or specimens will be kept for 60 days after submission of METCO's report

8. Hazardous Materials

Nothing contained within this agreement shall be construed or interpreted as requiring METCO to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage, and disposal of pollutants. Client assumes full responsibility for compliance with the provisions of RCRA and any other Federal or State or regulation governing the handling, treatment, storage, and disposal of pollutants

9. Standard of Care

METCO's services will be performed in accordance with its proposal, Client's acceptance thereof, these General Conditions, and with generally accepted principles and practices. METCO will use that degree of care and skill ordinarily exercised under similar circumstances by members of its profession when performing its professional services. All statements made in METCO reports are opinions based on engineering judgment and are not representations of fact.

Should METCO or any of its professional employees be found to have been negligent in the performance of its work, Client, all parties claiming through Client and all parties claiming to have in any way relied upon METCO's work agree that the maximum aggregate amount of the liability of METCO, its officers, employees and agents shall be limited to \$50,000 or the total amount of the fee paid to METCO for its work performed with respect to the project, whichever is greater. No action or claim, whether in

tort, contract, or otherwise, may be brought against METCO, arising from or related to METCO's work, more than one year after the cessation of METCO's work hereunder

10. Indemnity

METCO agrees to indemnify and hold Client harmless from and against any claims, suits, costs and expenses including reasonable attorney's fees and court costs arising out of METCO's negligence to the extent of METCO's negligence, subject to the foregoing limitations. Client shall provide the same protection to the extent of its negligence. If Client or Client's principal shall bring any claim or counterclaim, cause of action, or suit against METCO, the party initiating such action shall pay to METCO all costs and expenses incurred by METCO to investigate, defend and answer it, including attorney's and witnesses fees and court costs to the extent METCO shall prevail in such suit.

11. Termination

Either party may terminate this agreement upon seven days prior written notice. METCO shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses and for expenses needed for the completion of such services and records as are necessary to place METCO's files in order and to protect METCO's professional reputation.

12. Payment

Once each month, the Client will be invoiced for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt and agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing within said thirty (30) day period at the rate of fifteen (15) percent per annum until paid. Client will pay all cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees. METCO shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, any provision wherein METCO waives any rights to a mechanics lien, or any provision conditioning METCO's right to receive payment for its work upon payment to Client by any third party. These General Conditions are notice, where required, that METCO shall file a lien whenever necessary to collect past due amounts. Failure to make payment within 30 days of invoice shall constitute a release of METCO from any and all claims which Client may have, whether in tort, contract or otherwise, and whether known or unknown at the time

13. Employees/Witness Fees

A separate written agreement is required to retain METCO's employees as expert witnesses. Client agrees to pay METCO's legal expenses, administrative costs and fees pursuant to METCO's then current fee schedule for METCO to respond to any subpoena. Client agrees not to hire METCO's employees except through METCO. If Client hires a METCO employee, Client shall pay METCO an amount equal to employee's annual salary, without METCO waiving other remedies it may have.

14. Provisions Severable

The parties have entered into this agreement in good faith, and the terms of these general conditions will be enforced as written. If any of the provisions of these General Conditions should be found to be unenforceable, it should be stricken and the remaining provisions shall be enforceable

15. Entire Agreement

This agreement constitutes the entire understanding of the parties, and there are no representations, warranties, or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.



The Town of Washington

204 North Main Street, PO Box 127
Washington, Oklahoma 73093

www.washingtontownhall.com

405-288-2578

2026 CALENDAR YEAR SCHEDULE OF MEETINGS

The Board of Trustees for the Town of Washington Public Works Authority will meet for regular sessions generally on the second Tuesday of each month at the Washington Town Hall, 204 N Main St., Washington, Oklahoma. The Board will meet on the following dates at 6p.m. unless otherwise noted:

January 13, 2026
February 10, 2026
March 10, 2026
April 14, 2026
May 12, 2026
June 9, 2026
July 14, 2026
August 11, 2026
September 8, 2026
October 13, 2026
November 10, 2026
December 8, 2026

Updated and notified to the McClain County Clerk's office on _____.

Kasey Leshner, Town Clerk
Telephone: 405-288-2578

TOWN OF WASHINGTON RESOLUTION NO 25-_____

WASHINGTON PUBLIC WORKS AUTHORITY RESOLUTION NO 25-_____

A JOINT RESOLUTION OF THE TOWN OF WASHINGTON, OKLAHOMA AND OF THE WASHINGTON PUBLIC WORKS AUTHORITY ESTABLISHING AN ADMINISTRATIVE FREEZE ON ALL RESIDENTIAL DEVELOPMENTS AND ZONINGS; PROVIDING FOR EXEMPTIONS AS TO EXISTING COMMERCIAL STRUCTURES; ALLOWING FOR PRELIMINARY PLATS UPON THE EXECUTION OF A DISCLAIMER; PROVIDING FOR THE DURATION OF SAID FREEZE; PROVIDING FOR CIRCUMSTANCES TO WHICH THE FREEZE WILL NOT APPLY; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY AND EFFECTIVE DATE.

WHEREAS, the Town of Washington is a governmental entity established under Title 11 of the Oklahoma Statutes; and

WHEREAS, the Town of Washington has an obligation to provide necessary services to all lots platted within corporate municipal limits; and

WHEREAS, in or about September 2024 the Town of Washington Board of Trustees and Washington Public Works Authority determined that Washington did not have the capacity to provide necessary and lawful services, specifically water service, to new and/or additional residential or commercial developments or inhabited structures; and

WHEREAS, affirmative steps taken by the Town of Washington since that time to address and rectify the conditions which resulted in this action have resulted in an increased capacity for services and have thus begun to alleviate the circumstances requiring an extension of the freeze applicable to certain new commercial developments; and

WHEREAS, notwithstanding the steps the Town of Washington has taken, circumstances still remain sufficient to necessitate the administrative freeze on all on new residential final plats, zonings, and developments, until such time as capacity has been increased or until such time as a plan of improvement has been approved for increased capacity of services; and

WHEREAS, the Town of Washington Board of Trustees has the authority to adopt this resolution pursuant to the ordinances of the Town of Washington.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF WASHINGTON AND BY THE WASHINGTON PUBLIC WORKS AUTHORITY, STATE OF OKLAHOMA:

Section 1. Based on the above stated facts, a temporary suspension is placed upon the filing and processing of all final plats and/or final approval of new or additional residential developments and filing and processing of all final plats and/or final approval of new commercial

developments for a period of six (6) months from the date of this Resolution. Notwithstanding the foregoing, and for clarity, any and all final residential plats that were approved prior to the effective date of this Resolution are not impacted by this Resolution; and

Section 2. Preliminary platting for residential or commercial developments may proceed if at the time of filing said preliminary plat the developer executes a disclaimer acknowledging the existence of this freeze and further agreeing that approving the preliminary plat creates no legal obligation on the part of the Town of Washington; and

Section 3. Development, remodeling, or redevelopment of existing commercial structures shall be exempt from the Administrative Freeze and may proceed, provided that the developer of said commercial development shall, upon request from the Town of Washington, execute a waiver acknowledging the utility limitations at this time as more particularly set forth above.

Section 4. The six (6) month period specified in Section 1 above may be extended by the Board of Trustees and the Public Works Authority until such time as it is determined services can be provided to new and/or additional developments and improvements; and

Section 5. Further, that the matters contained herein do pertain to the public health, peace, safety, and welfare of the citizens of the Town of Washington whereby an emergency is declared to exist making this Resolution effective immediately from and after its passage and publication as required by law.

Section 6. Severability. If any section, subsection, sentence, clause, phrase or portion of this Resolution is for any reason held invalid, unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Resolution, except, that the effective date provision shall not be severable from the operative provisions of this Resolution.

PASSED, APPROVED, AND ADOPTED THIS _____.

TOWN OF WASHINGTON

WASHINGTON PUBLIC WORKS AUTHORITY

Mayor Date

Chairman Date

ATTEST:

Clerk/Secretary
(SEAL)

APPROVED AS TO FORM:

City Attorney Date

Town of Washington – Public Works Department

Monthly Report – November 2025

Sewer Department

- 11/3 – Responded to a sewer blockage on school property; Purcell flush truck assisted in clearing the line.
- 11/3 – Located an exposed and collapsed sewer line on school property; determined to be a service line.
- 11/4 – Additional sewer blockage on school property; Mr. Rooter was hired to flush the line.
- 11/5 – Ran camera on the previously blocked sewer line; found partial collapse. Repaired the collapsed section of the main line and completed repairs to the collapsed service line discovered on 11/3.
- 11/19 – Repaired a sinkhole in the alley between Turner and Main on Chickasaw.

Water Department

- 11/3 – SCADA system on Well #1 repaired.
- 11/10 – Pot-holed for water lines just outside Well #4.
- 11/13 – Installed an air-relief valve on the water line serving a residence on Walnut Creek.
- 11/18 – Changed 28 endpoints on radio-read water meters.
- 11/20 – Changed out 19 additional endpoints on radio-read water meters.
- 11/25 – Radar unit on the lift station replaced.
- 11/26 – Replaced heater in Well House #2.

811 Locates

- 11/3 – 7 locates
- 11/5 – 12 locates
- 11/10 – 18 locates
- 11/13 – 2 locates
- 11/17 – 2 locates

- 11/18 – 4 locates
- 11/19 – 4 locates
- 11/20 – 1 locate
- 11/24 – 15 locates
- 11/25 – 1 locate

Total for November: 66 locates

Inspections

- 11/3 – 3 inspections
- 11/13 – 2 inspections

Total for November: 5 inspections

Cemetery

- 11/12 – Marked 3 graves for headstone placement.
- 11/13 – Dug 1 grave.
- 11/15 – Assisted in 1 funeral.
- 11/19 – Marked 2 additional graves for headstones.

Streets & Drainage

- 11/18 – Assisted the county with cleaning the ditch between Morehead and Okaland on the east side of Moody.



The Town of Washington

204 North Main Street, PO Box 127
Washington, Oklahoma 73093

www.washingtontownhall.com

405-288-2578

Water Tower & Water Filtration Project Update

Water Tower:

- Additional engineering is needed to determine the appropriate size and construction parameters for the foundation of the new tower.
- The boring required for this engineering work was scheduled for Thursday, December 4, 2025 but delayed due to inclement weather. It has been rescheduled for Monday, December 8, 2025.
- Once the engineering is complete, we will be ready to submit out application to USDA Rural Development for the loan.

Water Filtration at the Wells:

- This project has been approved and the vendor is working on constructing drawings and obtaining parts to do the installations at each of the four wells (installation will occur in two phases, beginning wells #2 & #3).
- Installation is projected to occur prior to the end of January 2026.

Mica A. Lunt
Town Administrator



MEETING NOTICE AND AGENDA

Town of Washington Board of Trustees
Tuesday, December 9, 2025 6pm (or immediately following the Public
Works Authority Meeting)
Town of Washington Town Hall 204 N. Main St., Washington, OK 73093

1. **Call to Order** Time _____

2. **Roll Call**

Mayor & Trustee Joel Siria | Trustee James Andrews | Trustee Tony Brennan

3. **Pledge of Allegiance, Proclamations, & Presentations**

- A. Pledge of Allegiance
- B. Proclamations or Presentations: None

4. **Consent Agenda**

- A. Approve the Minutes from the Town of Washington Regular Meeting on November 10, 2025
- B. Approve a joint resolution by the Town of Washington Board of Trustees and the Washington Public Works Authority modifying the administrative freeze extended and established by Town of Washington Resolution 25-3.2 and Public Works Authority Resolution 25-3.1
- C. Approve the proposed 2026 meeting schedule for the Board of Trustees
- D. Approve Planning Commissioner Mike Winn's reappointment for a three-year term
- E. Approve the receipt of an anonymous donation of \$20,000 earmarked for Cemetery use and approve an expense of \$11,670.00 for improving of the roadways in the Cemetery by McClain County District #2

Motion _____ Second _____ Votes: Siria _____; Andrews _____; Brennan _____

5. **Action Items & Public Hearings**

- A. Consideration and possible approval, denial, postponement, or other action regarding ordinance granting to Oklahoma Gas and Electric Company a franchise for the installation, operation and maintenance of an electric distribution system in the Town of Washington and the selling of electricity therein for a term of 25 years.

Motion _____ Second _____ Votes: Siria _____; Andrews _____; Brennan _____

- B. Consideration and possible approval, denial, postponement, or other action regarding a resolution calling and holding an election in the Town of Washington for the purpose of granting a franchise to Oklahoma Gas and Electric Company for the installation, operation and maintenance of an electric distribution system and the selling of electricity therein for a term of 25 years.

Motion _____ Second _____ Votes: Siria _____; Andrews _____; Brennan _____

- C. Consideration and possible approval, denial, postponement, or other action regarding a resolution calling for a special election in the Town of Washington, Oklahoma, on February

10, 2026 for the purpose of submitting to the qualified electors of the Town of Washington the question of whether the Board of Trustees should renew the Emergency Medical Services Agreement with Wadley's EMS Inc. of Purcell; authorizing the Mayor to call the election by proclamation and requesting the McClain County Election Board to conduct the election.

Motion _____ Second _____ Votes: Siria _____; Andrews _____; Brennan _____

- D. Consideration and possible approval, denial, postponement, or other action regarding the Town of Washington Board of Trustees moving to a five-member board and/or scheduling Work Sessions.

Motion _____ Second _____ Votes: Siria _____; Andrews _____; Brennan _____

E. New Business (if any)

Motion _____ Second _____ Votes: Siria _____; Andrews _____; Brennan _____

6. **Financial Reports**

The regular monthly financial reports for all funds are provided to Trustees for their review and information. Presented by Town Administrator Mica A. Lunt for informational-purposes only.

7. **Town Administrator, Staff, and Trustee Reports**

The Town Administrator, Staff, and Trustees will provide updates regarding recent and upcoming events and projects, including events of interest and the general operations of the Town. No action will be taken.

Fire Department Report presented by Chief Justin Braziel
Police & Code Enforcement Report presented by Chief Ruben Ruiz
Town Clerk's Report presented by Town Clerk Kasey Leshner
Administration Report presented by Town Administrator Mica Lunt

8. **Public Comments** (each speaker limited to three minutes)

9. **Executive Session**

A. Board of Trustees may consider retiring into Executive session for the purpose of:

1. Consideration and discussion of personnel matters including the duties of the Town Administrator, in accordance with 25 O.S. Section 307(B)(1).

B. Consider and take any action deemed appropriate as a result of the Executive Session.

Motion _____ Second _____ Votes: Siria _____; Andrews _____; Brennan _____

10. **Adjournment** Time _____

This agenda was filed in the office of the Town Clerk and posted at _____, on the Town's website and in the lobby of the Town of Washington Town Hall, 204 N Main St., Washington, Oklahoma 73093, by Mica Lunt, Town Administrator.

Town Administrator



TOWN OF WASHINGTON
204 N. MAIN ST.
WASHINGTON, OK. 73093
MINUTES

Type: Regular Meeting

Date: Monday, November 10, 2025

Place: Washington Town Hall

204 N. Main Street

Washington, OK. 73093

1. Call to Order Time: 6:25 pm

2. Roll Call:

Mayor & Trustee Joel Siria: Here

Trustee James Andrews: Here

Trustee Tony Brennan: Here

3. Pledge of Allegiance, Proclamations, & Presentations

A. Pledge of Allegiance

B. Public Comment (each speaker limited to three minutes)

None.

4. Consent Agenda (Items A-D)

A. Approve the Minutes from the Town of Washington Regular Meeting on October 14, 2025.

B. Approve the Minutes from the Town of Washington Special Meeting on October 22, 2025.

C. Approve the purchase of Rugged Laptops for the Washington Police Department.

Motion to approve the Consent Agenda as written by Brennan.

Second: Siria.

Votes:

Joel Siria: Aye

James Andrews: Aye

Tony Brennan: Aye

5. Action Items



TOWN OF WASHINGTON
204 N. MAIN ST.
WASHINGTON, OK. 73093
MINUTES

- A. Consideration and possible approval, denial, postponement, or other action regarding the Cemetery Advisory Committee's recommendations to adopt Washington Cemetery Rules & regulations and hear an update on the work of the Committee.

Mike Donovan addressed the Board as the Chairman of the Cemetery Advisory Committee; he stated that Brian McSorley as Vice Chairman and Amanda Bolser as Secretary. The committee had questions and concerns regarding a contact person after hours to which the Town Administrator explained that the afterhours phone number is listed on the Towns Website as well as a form for funeral homes and individuals to complete on the Towns Website that was created with input from local funeral directors that when submitted is emailed to 3 Town of Washington employees. Mike Donovan confirmed that this was common procedure for afterhours. It was also relayed to the Board that the Cemetery Advisory Committee voted No on the Cemetery Beautification Project. The Board members thanked the Committee for their time and effort in comparing other towns' rules and regulations and taking the best and applying it to what they submitted for approval as Washington Cemetery Rules and Regulations. The Board asked for input from the Cemetery Advisory Committee on a concern that had been brought to his attention regarding the care around headstones, whether weed-eat or spray around the stones. Mike Donovan, Chairman of the committee said that with his years of experience he could tell the Board that the use of chemicals to spray around the headstones was common practice but also recommended the use of mulching attachments to the lawn mowers to cut down on the dead grass. IN response to questions about receiving financial information Vice Chairman Brian McSorley was directed to contact Town Administrator directly with specific requests.

Motion by Joel Siria to approve as written and thanks Mike Donovan and the members of this committee for their service to the community.

Second: Brennan.

Votes:

Joel Siria: Aye

James Andrews: Aye

Tony Brennan: Aye

-
- B. Conduct a Public Hearing and consider possible approval, denial, postponement, or other action regarding an Ordinance Amending Chapter 15 Planning and Community Development, Article 2 Zoning, Section 15-23 and Article 3 Subdivision of Land and the Adoption of the Unified Development Code.
-



TOWN OF WASHINGTON

204 N. MAIN ST.
WASHINGTON, OK. 73093

MINUTES

Residents expressed strong opposition to the proposed UDC, stating it does not reflect the character or needs of the town and feels more suited to larger cities. Many requested that the UDC be delayed for 2–3 years and revised with community input. Concerns were raised about increased regulations, permit requirements, and fines, which residents believe restrict property rights and personal freedoms. There is a desire to maintain flexibility and avoid becoming like larger municipalities. Citizens voiced concerns about added costs from permits, fees, and fines, noting that these measures could make living in the town more expensive and burden elderly residents on fixed incomes. Some attendees felt the planning commission and town leadership did not adequately represent community interests. Residents emphasized focusing on practical improvements such as supporting local businesses and repairing streets and alleyways rather than implementing restrictive codes. Overall, attendees expressed frustration and a sense that the proposed changes are moving too quickly, potentially harming the town's identity and quality of life.

Motion: To Table indefinitely made by Andrews.

Seconded by: Brennan.

City Clerk Leshner requested guidance from City Attorney Treadaway as it is improper to table a matter indefinitely. A corrected Motion was then made by Trustee Siria.

Motion to table this matter to the January meeting and have the Planning committee review and resubmit at that time made by Siria.

Second: Brennan.

Votes:

Joel Siria: No

James Andrews: No

Tony Brennan: No

Motion was then made to Return the UDC to the Planning Commission to review and hold public hearing and gather public input. Then to submit to the Board of Trustees at the March 2026 Regular Meeting. Also requesting that the Planning Commission begin scoping the requirements to conduct a comprehensive review to go out for bid.

Seconded by: Brennan.

Votes:

Joel Siria: Aye

James Andrews: Aye



TOWN OF WASHINGTON

204 N. MAIN ST.
WASHINGTON, OK. 73093

MINUTES

Tony Brennan: Aye

Trustees voiced that they agree the current version of the UDC does not meet the Town of Washington's needs but wants to remind the community that the Town of Washington currently has no authority regarding Planning and Zoning.

C. New Business (if any)

None.

6. Financial Reports

The regular monthly financial reports for all funds are provided to the Trustees for their review and information. (Presented by: Mica A. Lunt, Town Administrator).

This item is for informational purposes only and is also available on the Town website under the Government tab, financial reports and budgets as well as a video presentation.

7. Town Administrator, Staff, and Trustee Reports

Fire Department Report presented by Chief Justin Braziel

WVFD had 10 calls for the month of October within the Washington city limits and 20 Out of town calls. Escorted the school 2 times for state games and had rescue on standby for 2 football games.

Police & Code Enforcement Report presented by Chief Ruben Ruiz

Chief of Police, Ruben Ruiz gave a report on traffic and municipal code enforcement over the course of the month. 12 traffic stops, 5 citations, 7 warnings.

Town Clerk's Report presented by Town Clerk Kasey Leshner

- Late Penalties: \$2,920.51
- Customers Disconnected Due to Non-Payment: 6
- Permits Issued: 2
 - 1 Building Permit
 - 1 Redesign for Cedar Hills
- New Customers: 9, Existing Builds
- Cemetery Lots Sold: 1
- Cemetery Lot Re- Assignment: 0
- Utility Customers Removed from Collections 0
- Individuals Sent to Collections 9

Administrators Report presented by Town Administrator Mica Lunt



TOWN OF WASHINGTON
204 N. MAIN ST.
WASHINGTON, OK. 73093
MINUTES

Town Administrator Lunt provided an update on the progress toward the 2025 goals. He requested that the Board establish its goals for 2026 by the December meeting, or January at the latest, to allow timely implementation of objectives for the upcoming year.

Mayor Siria addressed the community, noting that 50 priorities were identified in January 2025 and that staff has worked diligently throughout the year to accomplish them. The mayor stated plans to engage the community for input on priorities for Washington in the coming year and expressed appreciation to the staff for their efforts

8. Public Comments (each speaker limited to three minutes)

None.

9. Executive Session

A. Board of Trustees may consider retiring into Executive Session for the purpose of:

1. Consideration and discussion of personnel matters including the employment, hiring, appointment, promotion, demotion, disciplining, or resignation of the Town Administrator, in accordance with 25 O.S. Section 307(B)(1).

B. Board of Trustees may consider and take any action deemed appropriate as a result of the Executive Session.

No Action

10. Adjournment Time: 7:55pm

Trustee, Joel Siria

Clerk, Kasey Leshner



The Town of Washington

204 North Main Street, PO Box 127
Washington, Oklahoma 73093

www.washingtontownhall.com

405-288-2578

2026 CALENDAR YEAR SCHEDULE OF MEETINGS

The Board of Trustees for the Town of Washington will meet for regular sessions generally on the second Tuesday of each month at the Washington Town Hall, 204 N Main St., Washington, Oklahoma. The Board will meet on the following dates at 6p.m. unless otherwise noted:

January 13, 2026
February 10, 2026
March 10, 2026
April 14, 2026
May 12, 2026
June 9, 2026
July 14, 2026
August 11, 2026
September 8, 2026
October 13, 2026
November 10, 2026
December 8, 2026

Updated and notified to the McClain County Clerk's office on _____.

Kasey Leshner, Town Clerk
Telephone: 405-288-2578



Board of Trustees Agenda Item Summary

Meeting Date: Tuesday, December 9, 2025

Submitted by: Mica A. Lunt, Town Administrator

AGENDA ITEM TYPE:

☒ Consent

☐ Discussion Only

☐ Discussion & Possible Action

☐ Public Hearing

Agenda Item Title

Approve Planning Commissioner Mike Winn's reappointment for a three-year term

Attachments (if any; file names shall correspond to the attachment)

N/A

Summary

In December 2024, the initial Planning Commissioners were appointed to initial terms as required by Section 1-44 of our municipal codes. Michael Winn was appointed to a one-year term, which expires December 2025. Commissioner Winn is the only Commissioner who was appointed (as required) to a one-year term. His reappointment will allow continuation of the service for the Planning Commission as a five-member entity without disruption.

Recommendation

Appoint the following individual for the listed terms:

- Michael Winn, three-year term (expiring December 2028)



Board of Trustees Agenda Item Summary

Meeting Date: Tuesday, December 9, 2025

Submitted by: Mica A. Lunt, Town Administrator

AGENDA ITEM TYPE:

☒ Consent

☐ Discussion & Possible Action

☐ Discussion Only

☐ Public Hearing

Agenda Item Title

Approve the receipt of an anonymous donation of \$20,000 earmarked for Cemetery use and approve an expense of \$11,670.00 for improving the roadways in the Cemetery by McClain County District #2

Attachments (if any; file names shall correspond to the attachment)
N/A

Summary

An anonymous donation in the amount of \$20,000 was accepted by the Town Administrator on November 18, 2025 with the donor specifying that the money be spent on Cemetery improvements, specifically roadway improvements followed by cemetery maintenance.

McClain County District #2 has provided an estimate of \$11,670.00 to overlay chip/seal the roadways in the Cemetery with all services including an oil distributor truck, chipper, rollers, trucking, and labor, being provided at no cost by McClain County.

Recommendation

Approve the acceptance of the donation as specified and approve the \$11,670.00 expense.

SUMMARY OF FRANCHISE PROVISIONS

1. The Franchise grants to the Company, for a period of 25 years, the right to produce, transmit and distribute electricity within the Town limits, the right to use the streets and alleys for such system, and to sell electricity therein for all purposes for which it may be used.

Why 25 years?

When OG&E installs new poles, lines, circuits and other infrastructure, these assets typically have lifespans extending beyond the typical 25-year term of franchise agreements. This aspect heavily influences the structure of these agreements, including the length of the term of the agreement.

2. The Company shall pay to the Town 3% of its gross revenues arising from the sale of electricity within the Town limits.
3. The Town reserves the right to grant a franchise to any other person or persons.
4. The Company shall construct, operate and maintain its property in such manner as will, consistent with necessity, not obstruct nor impede traffic unduly.
5. The Company shall defend and indemnify the Town against all liability for injury to any person or property caused by the negligence of the Company in the construction, operation and maintenance of its property within the Town.
6. The rate or rates charged for electricity shall be in accordance with the orders, rules and regulations of the Corporation Commission of Oklahoma.
7. The Franchise shall not be effective until approved by the qualified voters. The expense of the election shall be borne by OG&E Electric Services.
8. The Company shall furnish to the Town, without charge each fiscal year, electric current for operation of traffic signal lights and buildings occupied and operated by the Town for municipal purposes, up to one-half of one percent (0.5%) of the kilowatt-hours sold by the Company to customers in the Town during the preceding fiscal year.
9. Franchise Agreements do NOT determine the service provider for the municipality. The Oklahoma legislature has passed a series of laws that gives utility providers exclusivity within their designated service territory. These service territories were negotiated decades ago, and maps outlining these territories were filed with the OCC. Updates to these maps are also filed with the OCC.

Franchise agreements do NOT include community-specific initiatives such as renewable energy, vegetation management, or economic development. Franchise Agreements are solely about giving OG&E the legal right to access city rights-of-way, it's only about property rights.

10. Permits are not an acceptable alternative to the franchise agreement. Oklahoma courts, including the Supreme Court, have consistently held that a franchise is required when public streets or ways are used by a public utility for the purpose of generating, distributing and selling electricity.

ORDINANCE NUMBER 25-12.1

AN ORDINANCE GRANTING TO THE OKLAHOMA GAS AND ELECTRIC COMPANY, AN OKLAHOMA CORPORATION, ITS SUCCESSORS AND ASSIGNS, THE RIGHT TO PRODUCE, TRANSMIT AND DISTRIBUTE ELECTRICITY WITHIN THE TOWN LIMITS AND TO SELL ELECTRICITY THEREIN FOR ALL PURPOSES FOR WHICH IT MAY BE USED, TO THE TOWN OF WASHINGTON, MCCLAIN COUNTY, OKLAHOMA, ITS INHABITANTS AND THE PUBLIC GENERALLY, AND THE RIGHT TO CONSTRUCT, MAINTAIN AND OPERATE A SYSTEM OF POLES, WIRES, CONDUITS AND OTHER FACILITIES AND EQUIPMENT IN, UPON, ACROSS, UNDER AND OVER THE STREETS, ALLEYS, PUBLIC GROUNDS OR WAYS IN THE TOWN FOR SUCH PURPOSES FOR A PERIOD OF TWENTY-FIVE (25) YEARS FROM THE APPROVAL AND ACCEPTANCE OF THIS ORDINANCE; PROVIDING COMPENSATION TO THE TOWN; AND ORDERING AN ELECTION.

BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF WASHINGTON, OKLAHOMA:

SECTION 1. The Word "Town" as hereinafter used shall mean and designate the Town of Washington, McClain County, Oklahoma, and the word "Company" as hereinafter used shall mean and designate the Oklahoma Gas and Electric Company, a corporation organized and existing under and by virtue of the laws of the State of Oklahoma and its successors and assigns.

SECTION 2. (a) The Town hereby grants to the Company the right, privilege and authority to produce, transmit, distribute and sell electricity within the corporate limits of the Town for all purposes for which it may be used, to the Town, its inhabitants and the public generally, and the right, privilege and authority to construct, maintain and operate a system of poles, wires, conduits, transformers, substations, and other facilities and equipment in, upon, across, under and over the streets, alleys, public grounds or ways in each and every part of said Town for the purpose of producing, transmitting, distributing and selling electricity to the Town, its inhabitants, and to the public generally.

(b) The franchise hereby granted shall be effective from and after the date of approval of this Ordinance by the qualified electors of the Town and acceptance by the Company, and shall remain in full force and effect for a period of twenty-five (25) years. Nothing in this Ordinance shall be construed to prevent the Town from granting an electric franchise to any other person, firm, or corporation.

SECTION 3. The Company shall construct, operate and maintain its property in such manner as will, consistent with necessity, not obstruct nor impede traffic unduly.

SECTION 4. The Company shall defend and indemnify the Town against all liability for injury to any person or property caused by the negligence of the Company in the construction, operation and maintenance of its property within the Town.

SECTION 5. Electric service provided hereunder to the Town, its inhabitants, and to the public generally, and rates charged therefor shall be in accordance with orders, rules and regulations of the Corporation Commission of the State of Oklahoma or other governmental authority having jurisdiction.

SECTION 6. The Company shall have the right to assign this franchise and the assignee by written acceptance thereof shall be bound by all the provisions hereof. An authenticated copy of such assignment and acceptance shall be filed with the Clerk of the Town.

SECTION 7. (a) From and after the approval and acceptance of this franchise, and in consideration of the granting of this franchise, the Company agrees to pay and shall pay to the Town an annual franchise fee in an amount equal to three percent (3%) of its gross revenues arising from the sale of electricity within the corporate limits of the Town, such payment to be made on or before the 25th day of July of each year, after deducting therefrom any amount due the Company from the Town.

(b) The Company shall abide by any order, rule or regulation of the Corporation Commission of the State of Oklahoma requiring the listing separately of all or any portion of such franchise fee on electric bills to customers.

(c) Such franchise fees paid by the Company to the Town shall be in lieu of all other franchise, excise, license, occupation, privilege, inspection, permit, or other fees, taxes or assessments, except ad valorem taxes.

SECTION 8. The Company shall furnish to the Town without charge each fiscal year during the term hereof electric current to be used exclusively by the Town for operation of traffic signal lights and buildings occupied and operated by the Town for municipal purposes, to be applied by the Company as a credit to billings to the Town, provided that such electric current shall not exceed one-half of one percent (0.5%) of the kilowatt-hours sold by the Company to customers within the corporate limits of the Town during the preceding fiscal year.

SECTION 9. A special election is hereby called for the purpose of submitting this Ordinance to the qualified electors of the Town residing within its corporate limits for their approval or disapproval, provided the Company shall pay the cost of such election. The election shall be held on the 7th day of April, 2026, between the hours of 7:00 a.m. and 7:00 p.m. The Mayor of the Town of Washington is authorized and directed to issue an election proclamation calling such election and is further directed to take all steps that may be necessary for holding the election and for the submission of this Ordinance to the qualified electors of the Town. If a majority of the qualified electors of the Town voting thereon fail to approve this franchise at said election, no rights shall accrue hereunder.

SECTION 10. In case the franchise hereby granted is approved at said election, the Company shall, within thirty (30) days from the date of such approval, file with the Clerk of the Town, in writing, its acceptance. In the event the Company fails to accept within the said period, such failure shall be deemed a rejection of the franchise.

SECTION 11. The franchise hereby granted shall, on its effective date, supersede and terminate any previous franchise granted to or held by the Company.

PASSED AND APPROVED this 9th day of December, 2025.

TOWN OF WASHINGTON, OKLAHOMA

By _____
Mayor

ATTEST:

Town Clerk

(SEAL)

RESOLUTION 25-12.1

A RESOLUTION CALLING FOR A SPECIAL ELECTION IN THE TOWN OF WASHINGTON, OKLAHOMA, ON 7th DAY OF APRIL, 2026, FOR THE PURPOSE OF SUBMITTING TO THE QUALIFIED ELECTORS OF THE TOWN OF WASHINGTON THE QUESTION OF WHETHER AN ORDINANCE GRANTING A FRANCHISE TO OKLAHOMA GAS AND ELECTRIC COMPANY FOR PURPOSES OF PRODUCING, TRANSMITTING AND DISTRIBUTING ELECTRICITY IN THE TOWN OF WASHINGTON SHALL BE APPROVED; AUTHORIZING THE MAYOR TO CALL THE ELECTION BY PROCLAMATION AND REQUESTING THE MCCLAIN COUNTY ELECTION BOARD TO CONDUCT THE ELECTION.

WHEREAS, on December 9, 2025, the Board of Trustees of the Town of Washington, Oklahoma, approved Ordinance No. 25-12.1, which grants a franchise to Oklahoma Gas and Electric Company for purposes of producing, transmitting, and distributing electricity in the Town of Washington; and,

WHEREAS, in order to become effective, the Ordinance granting the franchise must be approved by a majority of the voters voting on said issue at an election held for that purpose.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Town of Washington, Oklahoma, as follows:

1. That the issue of approval of Ordinance No. 25-12.1, which grants a franchise to Oklahoma Gas and Electric Company, be submitted to the qualified electors of the Town of Washington, Oklahoma, on the 7th day of April, 2026.
2. That the McClain County Election Board be and they hereby are requested to hold a special election in the Town of Washington, Oklahoma, for submission of the question of the approval of Ordinance No. 25-12.1 to the qualified electors in accordance with the applicable laws of the State of Oklahoma and the Town ordinances of the Town of Washington, Oklahoma.

3. That the Mayor is hereby authorized to issue a proclamation calling the election and giving notice of election as provided by law. The proclamation shall set forth the proposition to be voted upon in the form of the ballot.

4. That the election shall be conducted Town-wide with polls remaining open between 7:00 a.m. to 7:00 p.m.

5. All precincts totally or partially contained within the Town limits of the Town of Washington Oklahoma, shall be open for the election. Each precinct election board shall be the same as for the state and county elections; provided, however that substitutions, if necessary, shall be made by the County Election Board.

6. That the laws governing state and county elections shall be applicable to this election.

The foregoing Resolution was duly adopted and approved by the Mayor and Board of Trustees of the Town of Washington, Oklahoma, on the 9th day of December, 2025.

SIGNED by the Mayor of the Town of Washington, Oklahoma, on the 9th day of December, 2025.

TOWN OF WASHINGTON, OKLAHOMA

Mayor

Attest:

Town Clerk

(SEAL)

SPECIAL ELECTION PROCLAMATION

By virtue of the authority vested in me by the Constitution and laws of the State of Oklahoma, and the provisions of Ordinance Number 25-12.1, duly passed by the Board of Trustees of the Town of Washington, Oklahoma, on the 9th day of December, 2025, public notice is hereby given that a special election is hereby called, ordered and proclaimed to be held in said Town of Washington, Oklahoma, on the 7th day of April, 2026, for the purpose of submitting to the qualified electors residing within the corporate limits of the Town of Washington, Oklahoma, the following proposition, to wit:

"Shall a franchise be granted to the Oklahoma Gas and Electric Company, a corporation, its successors and assigns giving it the right to produce, transmit and distribute electricity within the Town and to sell electricity therein for all purposes for which it may be used, to the Town, its inhabitants and the public generally, and the right to construct, maintain and operate a system of poles, wires, conduits and other facilities and equipment in, upon, across, under and over the streets, alleys, public grounds or ways in the Town for such purposes, for a period of twenty-five (25) years; providing compensation to the Town; in accordance with the terms of Ordinance Number 25-12.1, passed and approved by the Board of Trustees of the Town of Washington, Oklahoma, on the 9th day of December, 2025?"

The ballot to be used at said election shall be substantially as follows:

"Shall a franchise be granted to the Oklahoma Gas and Electric Company, a corporation, its successors and assigns giving it the right to produce, transmit and distribute electricity within the Town and to sell electricity therein for all purposes for which it may be used, to the Town, its inhabitants and the public generally, and the right to construct, maintain and operate a system of poles, wires, conduits and other facilities and equipment in, upon, across, under and over the streets, alleys, public grounds or ways in the Town for such purposes, for a period of twenty-five (25) years; providing compensation to the Town; in accordance with the terms of Ordinance Number 25-12.1, passed and approved by the Board of Trustees of the Town of Washington, Oklahoma, on the 9th day of December, 2025?"

FOR THE PROPOSITION - YES

AGAINST THE PROPOSITION - NO

The polls for said election shall be opened at 7:00 a.m. and shall remain open until 7:00 p.m. on said 7th day of April, 2026.

The results of said election shall be returned to and canvassed by the County Election Board of the County of McClain, State of Oklahoma, pursuant to the laws of the State of Oklahoma in such cases made and provided.

Given under my hand and seal at the Town of Washington, Oklahoma, this 9th day of December, 2025.

Mayor, Town of Washington, Oklahoma

ATTEST:

Town Clerk

(SEAL)



Resolution _____ - _____

A RESOLUTION CALLING FOR A SPECIAL ELECTION IN THE TOWN OF WASHINGTON, OKLAHOMA, ON FEBRUARY 10, 2026 FOR THE PURPOSE OF SUBMITTING TO THE QUALIFIED ELECTORS OF THE TOWN OF WASHINGTON THE QUESTION OF WHETHER THE BOARD OF TRUSTEES SHOULD RENEW THE EMERGENCY MEDICAL SERVICES AGREEMENT WITH WADLEY'S EMS INC. OF PURCELL; AUTHORIZING THE MAYOR TO CALL THE ELECTION BY PROCLAMATION AND REQUESTING THE MCCLAIN COUNTY ELECTION BOARD TO CONDUCT THE ELECTION; AND DECLARING AN EFFECTIVE DATE.

Whereas, The Town of Washington entered into an agreement with Wadley's EMS Inc. of Purcell to provide ambulance services to the Town of Washington on January 9, 2023; and,

Whereas, The Agreement automatically renews on July 1 of each year unless a 90 (ninety) day notice is provided; and,

Whereas, The Town of Washington previously sought informal feedback regarding the renewal of the agreement and results were equivocal, and the Board wishes to have accurate feedback from eligible electors as they make their decision regarding the continuation of this agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF WASHINGTON, STATE OF OKLAHOMA:

Section 1. That the issue of recommending that the Board of Trustees renew or terminate the agreement with Wadley's EMS Inc. of Purcell be submitted to the qualified electors of the Town of Washington, Oklahoma, on the 10th day of February, 2026.

Section 2. That the McClain County Election Board be and they hereby are requested to hold a special election in the Town of Washington, Oklahoma, for submission of the question of whether the Board of Trustees should renew or terminate the agreement with Wadley's EMS Inc. of Purcell to the qualified electors in accordance with the applicable laws of the State of Oklahoma and the Town ordinances of the Town of Washington, Oklahoma.

Section 3. That the Mayor I hereby authorized to issue a proclamation calling the election and giving notice of election as provided by law. The proclamation shall set forth the proposition to be voted upon in the form of the ballot.

Section 4. That the election shall be conducted Town-wide with polls remaining open between 7:00am and 7:00pm.

Section 5. All precincts totally or partially contained within the Town limits of the Town of Washington Oklahoma, shall be open for the election. Each precinct election board shall be the same as for the state and county elections; provided, however that substitutions, if necessary, shall be made by the County Election Board.

Section 6. That the laws governing state and county elections shall be applicable to this election.

PASSED, APPROVED AND ADOPTED this _____ day of _____, 20____.

TOWN OF WASHINGTON

Joel Siria, Mayor

ATTEST:

Kasey Leshner, Town Clerk

SPECIAL ELECTION PROCLAMATION

By virtue of the authority vested in me by the Constitution and laws of the State of Oklahoma, and the provisions of Resolution _____ duly passed by the Board of Trustees of the Town of Washington, Oklahoma, on the 9th day of December, 2025, public notice is hereby given that a special election is hereby called, ordered and proclaimed to be held in said Town of Washington, Oklahoma, on the 10th day of February, 2026, for the purpose of submitting to the qualified electors residing within the corporate limits of the Town of Washington, Oklahoma, the following proposition, to wit:

"Should the Board of Trustees of the Town of Washington RENEW an agreement with Wadley's EMS Inc. of Purcell to provide ambulance services to the Town of Washington whereby each utility customer (or each residence if multiple residences are served on the same utility account) is charged \$10.00 per month for the service?"

The ballot to be used at said election shall be substantially as follows:

"Should the Board of Trustees of the Town of Washington RENEW an agreement with Wadley's EMS Inc. of Purcell to provide ambulance services to the Town of Washington whereby each utility customer (or each residence if multiple residences are served on the same utility account) is charged \$10.00 per month for the service?"

FOR THE PROPOSITION - YES

AGAINST THE PROPOSITION - NO

The polls for said election shall be opened at 7:00 a.m. and shall remain open until 7:00 p.m. on said 10th day of February, 2026.

The results of said election shall be returned to and canvassed by the County Election Board of the County of McClain, State of Oklahoma, pursuant to the laws of the State of Oklahoma in such cases made and provided.

Given under my hand and seal at the Town of Washington, Oklahoma, this 9th day of December, 2025.

Joel Siria, Mayor

ATTEST:

Kasey Leshner, Town Clerk



Board of Trustees Agenda Item Summary

Meeting Date: Tuesday, December 9, 2025

Submitted by: Mica A. Lunt, Town Administrator

AGENDA ITEM TYPE:

☐ Consent

☒ Discussion & Possible Action

☐ Discussion Only

☐ Public Hearing

Agenda Item Title

Consideration and possible approval, denial, postponement, or other action regarding the Town of Washington Board of Trustees moving to a five-member board and/or scheduling Work Sessions.

Attachments (if any; file names shall correspond to the attachment)
N/A

Summary

The Town of Washington Board of Trustees has previously approved on multiple occasions to move to a five-member Board. However, a five-member board has been unable to be filled in the past. Current Board Members have expressed interest in attempting to expand the board again to five members. Part of the reason for requesting this expansion is that a number of board members that constitute a quorum cannot meet and discuss Town-related business outside of a public, properly noticed meeting. Board Members are advised of the following considerations:

- A quorum of members is required to conduct business. If the Board consists of three seats, a quorum is two members. If the Board consists of five members, a quorum is three members. Quorum is based upon the size of the board – whether the seats of vacant or not.
- Work Sessions are a means by which the Board can hold public, properly-noticed meetings and discuss Town-related business without taking any action. Work Sessions can be held at times other than regular board meetings, which may provide additional opportunities for public participation.

Recommendation

Staff has no recommendation on this matter.