

**NOTICE OF SPECIAL JOINT MEETING AND AGENDA
OF THE BOARD OF COMMISSIONERS,
CUSHING MUNICIPAL AUTHORITY BOARD OF TRUSTEES,
CUSHING HOSPITAL AUTHORITY BOARD OF TRUSTEES,
CUSHING INDUSTRIAL AUTHORITY BOARD OF TRUSTEES,
AND CUSHING EDUCATIONAL FACILITIES AUTHORITY BOARD OF TRUSTEES
THURSDAY MAY 8, 2025
5:30 PM CUSHING CITY HALL
100 JUDY ADAMS BOULEVARD**

THE BOARD MAY DISCUSS, CONSIDER AND VOTE ON ANY ITEMS LISTED ON AGENDA IN ANY ORDER.

- 1. Call to order**
 - a. Roll Call
 - b. Declaration of Quorum
- 2. Consent Agenda**
- 3. Items Removed from the Consent Agenda**
- 4. General Business**
 - a. Discussion and possible action to approve Right of Way Use Agreement with Vero Fiber Networks, LLC, to allow a fiber line to be installed in the City's Right of Way for the purpose of providing fiber service to Cushing Public Schools' facilities.
- 5. Workshop to discuss the FY 2025-26 budgets for the City of Cushing, Cushing Municipal Authority, Cushing Hospital Authority, Cushing Industrial Authority and Cushing Educational Facilities Authority.**
- 6. Adjournment**

Filed in the office of the City Clerk and posted on the main entrance door of City Hall at 2:30 PM on
May 5, 2025.



Ryan N. Oehsner, City Manager



Jerica A. Worthy, City Clerk



Agenda Item Cover Sheet

TO THE HONORABLE CHAIRMAN AND MEMBERS OF THE BOARD OF COMMISSIONERS /
BOARD OF TRUSTEES OF THE CMA / CHA / CIA / CEFA

Date of Meeting: May 8, 2025

Agenda Item No: 4a

Subject: Discussion and possible action on Easement Use Agreement with Vero Fiber Networks, LLC to allow a fiber line to be installed in the City's Right of Way for the purpose of providing fiber service to Cushing Public Schools' facilities.

Staff Resources: City Manager, Ryan Ochsner

I. Summary

Cushing Public Schools has contracted with Vero Fiber Networks, LLC to provide fiber internet service for its facilities. This line will only serve Cushing Public Schools and will not serve other customers. Vero Fiber Networks has worked with City staff to develop the best, least intrusive path.

II. Fiscal Impact

None.

III. Recommended Action

Motion to approve agreement.

CITY OF CUSHING RIGHT-OF-WAY USE AGREEMENT

For good and valuable consideration, the City of Cushing, Oklahoma and the Cushing Municipal Authority, a public trust, (collectively "City") does hereby consent and agree to permit Vero Fiber Networks, LLC ("Applicant") to use the City's right-of-way as described in the attached Exhibit "A" for the purposes of installing and maintaining a fiber optic line to serve multiple sites of Cushing Public Schools upon the following conditions:

1. The Applicant, its successors or assigns, shall maintain and keep in sightly and safe conditions all of the right of way areas and the improvements situated thereon; and that City and any other utility (franchisee or other designated user) shall not become responsible for any such maintenance of Applicant's facilities or the right-of-way because of Applicant's usage thereof.
2. In the event a relocation of Applicant's facilities is required due to public necessity, the Applicant shall arrange for all activities and improvements in the right-of-way to be relocated within ninety (90) days of notification by the City. The cost associated with the relocation of Applicant's improvements necessitated by future development of other utilities, or repair or replacement of other utilities, shall be borne by the Applicant.

In the event Applicant's improvements are no longer in use by Cushing Public Schools, the Applicant shall apply for either a (i) franchise; or (ii) permit and fee arrangement in lieu of a franchise with the City for Applicant's facilities within thirty (30) days of notification by the City.

3. The Applicant, its successor or assigns, shall not seek compensation from City or any other utility for loss of value of the improvement made hereunder when such improvements are required to be removed by Applicant.
4. In the event Applicant's use of the right-of-way shall conflict with a future need or use by a public utility, Applicant consents to relocation of its infrastructure as detailed in Paragraph 2, above.
5. Applicant agrees to indemnify and hold City and any other public utility, and their officers, agents, and employees harmless from any and all claims, actions, suits, procedures, costs, demands, damages, and liabilities, including attorney's fees, arising out of Applicant's use of the City's right-of-way. Applicant shall be responsible and liable for any injury to persons or property to the extent such injury occurs as a result of its use of City's right-of-way.
6. This Agreement shall inure to the benefit of Applicant, its heirs, successors, and assigns only to the extent that Applicant is operating a fiber optic line for the benefit of Cushing Public Schools. Applicant shall notify any subsequent transferee or assignee of this Agreement and that said use of City's right-of-way is permissive and that Applicant shall have no claim of title by prescription and that this Agreement grants no property rights herein.

7. Exhibit "A," attached, contains drawings and descriptions of the approximate location of Applicant's line and construction requirements. Applicant's finished fiber line shall substantially conform to the specifications and locations described in Exhibit "A."
8. This Agreement may be filed in the County Records of the Payne County Clerk.
9. Any notices shall be sent to the following:

For City
City Manager
100 Judy Adams Blvd.
Cushing, OK 74023
918-225-0277

For Applicant
Vero Fiber Networks, LLC
PO Box 1110
Boulder, CO 80306

Applicant's local emergency contact is:
Christopher Rogers (crogers@veronetworks.com)
(303) 453-7211 (Ext. 2050)

10. If any provision or part thereof of this Agreement be found by a court of competent jurisdiction to be invalid, the invalidity of that provision shall not affect the validity of any other provision or part thereof. This Agreement shall be governed by the laws of the State of Oklahoma and any venue for action shall be in Payne County District Court.
11. None of the terms of this Agreement shall be modified, waived, altered, amended, or otherwise changed except by an instrument in writing executed by both parties.

Signed this _____ day of May 2025.

**The City of Cushing/Cushing
Municipal Authority**

B.J. Roberson, Chairman
Board of Commissioners/Trustees

DATE: _____

Applicant

David Hill
David Hill (May 6, 2025 1:11 PM)

David Hill
Senior Vice President Of Operations
Vero Fiber Networks, LLC

DATE: _____