

NOTICE OF REGULAR MEETING
OF THE
CHICKASHA CITY COUNCIL

In compliance with Title 25, Oklahoma Statutes, Section 301-314, the Oklahoma Open Meeting Act, including the posting of notice and agenda, be advised that the Chickasha City Council, Chickasha Municipal Authority, and Chickasha Municipal Airport Authority of the City of Chickasha, Oklahoma, will conduct a **REGULAR MEETING ON MONDAY, MAY 16, 2022, AT 6:30 PM.** Said meeting will be held in the Council Chambers, City Hall, 117 North 4th Street, Chickasha, Oklahoma.

The City of Chickasha encourages participation from all its citizens. If participation is not possible due to a disability, notification to the City Clerk at least 48 hours prior to the scheduled meeting is encouraged to make the necessary accommodations. The City may waive the 48-hour rule if signing is not the necessary accommodation.

All items on this agenda, including but not limited to any agenda item concerning the adoption of any ordinance, resolution, contract, agreement, or any other item of business, are subject to amendment, including additions and/or deletions. This rule will apply to every individual agenda item without exception, and without providing this same amendment language with respect to each individual agenda item. Such amendments should be rationally related to the topic of the agenda item, or the governing body will be advised to continue the item.

The governing body may adopt, approve, ratify, deny, defer, recommend, amend, strike, or continue any agenda item. When more information is needed to act on an item, the governing body may refer the matter to its City/Trust Manager, staff, attorney or to the recommending board, commission or committee.

Agenda items are attached.

I, Susan M. McDaniel, City Clerk, posted this Agenda on the official City of Chickasha bulletin board in the Municipal Building, 117 North 4th Street Chickasha, OK, 73018, which is accessible to the public twenty-four hours each day at 4:30 p.m. on Friday, May 13, 2022.



Susan M. McDaniel

Sworn to and subscribed before me on this 13th day of May, 2022.

My Commission Expires: 10-1-2022




Notary Commission

14008829

Notary Public, State of Oklahoma

CHICKASHA CITY COUNCIL

AGENDA

LOCATION OF MEETING

CITY HALL COUNCIL CHAMBERS

117 NORTH FOURTH STREET

CHICKASHA, OKLAHOMA 73018

TIME OF MEETING

6:30 PM

DATE OF MEETING

MAY 16, 2022

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- 1. Call to Order / Roll Call / Opening Prayer / Pledge of Allegiance.**
- 2. Citizen Comments.**
- 3. Council Communications.**
- 4. Consent Docket:**
 - a. Acceptance of the Minutes of the May 5, 2022 Special Council Meeting.
 - b. Acceptance of the Claims List.
 - c. Acceptance of the Financials for April 2022.

- d. Acceptance of Resolution 2022-14R amending the FY 21-22 Budget.

5. Discussion/Approval of Items Removed from Consent Docket:

6. Discussion and Consideration

- a. Discussion, consideration and possible action to approve a contract with the YMCA for operation of the municipal swimming pool for the 2022 season.
- b. Discussion, consideration and possible action to authorize the purchase of 10 L3 Technology handheld radios with lapel microphones to be reimbursed by the Grady County 522 District not to exceed \$40,845.00
- c. Discussion, consideration and possible action to enter into a Development Agreement Between the City of Chickasha and Moonlight Ownership Company - Series Judges for cost sharing in an amount not to exceed \$32,000.00 and authorize the Mayor to execute the same.
- d. Public Hearing - for Josh Woods to Petition the Council for amendments to the zoning ordinance to allow congregate living facilities in Chapter 54-33 R-1 residential zoning.
- e. Discussion, consideration and possible action to approve Petition to revise the Zoning Ordinance Chapter 54-33(c) adding Section (13) Congregate Living Facility and authorize city staff and the planning commission to proceed.
- f. Discussion, consideration and possible action to approve a contract with the Oklahoma History Center to rent a Traveling Exhibit in an amount not to exceed \$250.00.
- g. Discussion, consideration and possible action to adopt Resolution 2022-13R - City Council Best Practices Handbook.
- h. Discussion, consideration, and possible action to accept a Letter of Engagement with Crawford and Associates and authorize the Mayor to execute the documents.
- i. Discussion, consideration and possible action to approve a request from the Chickasha Elks Lodge #2125 to conduct a fishing tournament for children at Shannon Springs Park on Saturday June 11, 2022 from 7:30 a.m. to 1:30 p.m.
- j. Discussion, consideration and possible action to approve a property lease of 101 N. 6th Street, Chickasha, Oklahoma with the Disabled American Veterans.(DAV).

7. Motion to Adjourn.



City of
CHICKASHA

Meeting Type: Council Agenda 5-16-2022

Meeting Date: 5/16/2022

Department: City Clerk

Agenda Item No. 4.a.

AGENDA ITEM: Acceptance of the Minutes of the May 5, 2022 Special Council Meeting.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Accept the Minutes of the May 5, 2022 Special Council Meeting.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Susan M. McDaniel, CMC City Clerk	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: May 16, 2022	(From)		

V. ATTACHMENTS:

1. City 5-5-2022 Special Meeting(reschedule meeting of 5-2-22 due to weather

May 5, 2022

The **SPECIAL** meeting of the **CHICKASHA CITY COUNCIL** was held in the council chambers in city hall on the 5th day of May 2022 as specified by advance public notice with a properly prepared agenda stating the subject matter or matters to be discussed at said meeting. Mayor Mosley called the meeting to order at 6:30 p.m.

ITEM 1. **Call to Order / Roll Call / Opening Prayer / Pledge of Allegiance**

MAYOR AND COUNCIL

PRESENT: Chris Mosley, Mayor
 Zachary Grayson, Vice-Mayor
 Oscar Nelson
 Georgianne Hebblethwaite
 Nate McCalla
 Kea Ginn

ABSENT: Kelly Boyd
 R. P. Ashanti-Alexander
 Brian Gerdes

STAFF

PRESENT: Tyler Brooks, City Manager
 Amanda Mullins, City Attorney
 Cindy Rogers, Finance Director
 Susan McDaniel, City Clerk
 G. G. Music, Asst. Police Chief
 Tony Samaniego, Fire Chief
 Lillie Huckaby, Library Director
 Rachel Bernish, Community Development Director
 Shae Mortimer, Marketing & Civic Engagement Manager

ITEM 1. **Call to Order/Roll Call/Opening Prayer/Pledge of Allegiance:**

Council Member McCalla gave the invocation and Council Member Grayson lead the Pledge of Allegiance.

ITEM 2. **Citizen Comments:**

(City Council Rules and Regulations limit visitor comments to a maximum of three minutes.)

ITEM 3. **Council Communications.**

Council Member Grayson commented on cleanup done in alleyway.
Council Member Nelson asked about the dog park.
North 4th by the Union Pacific has rough road. 29th and Country Club needs some road repair.

ITEM 4. **Consent Docket: ITEM 4a through ITEM 4c.**

- ITEM 4a.** **Acceptance of the minutes of the April 18, 2022 regular Council Meeting.**
ITEM 4b. **Acceptance of Claims List.**
ITEM 4c. **Acceptance of Resolution 2022-12R amending the FY 21-22 Budget.**

*Motion by Council Member Nelson, second by Council Member Hebblethwaite to approve the Consent Docket: ITEM 4a thru Item 4c.

Roll call vote:
Ayes:" Nelson, Ginn, Grayson, McCalla, Hebblethwaite and Mosley.
"Nays:" None
"Abstain:" None.
Motion carried. 6-0

ITEM 5. **Discussion/Approval of Items Removed from Consent Docket:**

No Action Taken.

ITEM 6. **Discussion and Consideration Items:**

- ITEM 6a.** **Discussion, consideration and possible action to authorize the Chickasha Police Department to purchase ammunition from GT Distributors using State Contract #SW220-6267 to not exceed \$11,871.78.**

*Motion by Council Member Grayson and second by Council Member Hebblethwaite to authorize the Chickasha Police Department to purchase ammunition from GT Distributors using State Contract #SW220-6267 in an amount not to exceed \$11,871.78.

City Council Meeting 5-5-2022

6:30 p.m.

Roll call vote:

“Ayes:” Nelson, Ginn, Hebblethwaite, Grayson, McCalla, and Mosley.

“Nays:” None.

“Abstain:” None.

Motion passed. 6-0

ITEM 6b. Public Hearing – FY 2022 CDBG Grant; Proposed Water Distribution System Improvements Project.

Public Hearing opened at 6:40 p.m.

Lee Anne Huntoon, Parkhill, Grants Administrator spoke regarding the grant.

Public Hearing closed at 6:51 p.m.

ITEM 6c. Discussion, consideration and possible action to adopt Resolution 2022-08R to participate in the CDBG Small Cities Program.

*Motion by Council Member Nelson and second by Council Member Grayson to adopt Resolution 2022-08R to participate in the CDBG 2022 Small Cities Program.

Roll call vote:

“Ayes:” Nelson, Ginn, Hebblethwaite, Grayson, McCalla, and Mosley.

“Nays:” None.

“Abstain:” None.

Motion passed. 6-0

ITEM 6d. Discussion, consideration, and possible action to adopt the Citizen’s Participation Plan for FY 2022-CDBG Proposed Water Distribution System Improvements Project.

*Motion by Council Member Grayson and second by Council Member Hebblethwaite to adopt the Citizen’s Participation Plan for FY 2022 CDBG Proposed Water Distribution System Improvements Project.

Roll call vote:

“Ayes:” Ginn, Hebblethwaite, Nelson, Grayson, McCalla and Mosley.

“Nays:” None.

“Abstain:” None.

Motion passed. 6-0

ITEM 6e. Discussion, consideration, and possible action to adopt Resolution 2022-09R to leverage funds for the CDBG 2022 Proposed Water Distribution System Improvement Project.

*Motion by Council Member Hebblethwaite and second by Council Member McCalla to adopt Resolution 2022-09R to leverage funds for the CDBG 2022 Proposed Water Distribution System Improvement Project.

Roll call vote:

“Ayes:” Ginn, Hebblethwaite, Nelson, Grayson, McCalla, and Mosley.
“Nays:” None.
“Abstain:” None.
Motion passed. 6-0

ITEM 6f. Discussion, consideration, and possible action to adopt the Residential Antidisplacement and Relocation Assistance Plan.

*Motion by Council Member Grayson and second by Council Member Hebblethwaite to adopt the Residential Antidisplacement and Relocation Assistance Plan.

Roll call vote:

“Ayes:” Hebblethwaite, Nelson, Grayson, Ginn, McCalla, and Mosley.
“Nays:” None.
“Abstain:” None.
Motion passed. 6-0

ITEM 6g. Discussion, consideration, and possible action to adopt Resolution 2022-10R Section 3 Resolution and Plan for FY-2022 CDBG Water Distribution System Improvements Project.

*Motion by Council Member Nelson and second by Council Member Grayson to adopt Resolution 2022-10R Section 3 Resolution and Plan for FY 2022 CDBG Water Distribution System Improvements Project.

Roll call vote:

“Ayes:” McCalla, Ginn, Hebblethwaite, Nelson, Grayson, and Mosley.
“Nays:” None.
“Abstain:” None.
Motion passed. 6-0

ITEM 6h. Discussion, consideration, and possible action to enter into an Agreement with Parkhill to prepare FY-2022 CDBG grant application and administer project if funded.

*Motion by Council Member McCalla and second by Council Member Nelson to enter into an Agreement with Parkhill to prepare FY-2022 CDBG grant application and administer project if funded in an amount not to exceed \$15,657.00.

City Council Meeting 5-5-2022
6:30 p.m.

Roll call vote:

“Ayes:” McCalla, Ginn, Hebblethwaite, Nelson, Grayson, and Mosley.

“Nays:” None.

“Abstain:” None.

Motion passed. 6-0

ITEM 6i. Discussion, consideration, and possible action to accept the Junior Social Worker (JSW) grant/donation in the amount of \$250.00.

*Motion by Council Member Grayson and second by Council Member Hebblethwaite to accept the Junior Social Worker (JSW) grant/donation in the amount of \$250.00.

Roll call vote:

“Ayes:” McCalla, Ginn, Hebblethwaite, Nelson, Grayson, and Mosley.

“Nays:” None.

“Abstain:” None.

Motion passed. 6-0

ITEM 6j. Discussion, consideration, and possible action to authorize the application for matching one to one grant from the Oklahoma Humanities in the amount of \$1,000.00.

*Motion by Council Member Nelson and second by Council Member Hebblethwaite to authorize the application for matching one to one grant from the Oklahoma Humanities in the amount of \$1,000.00.

Roll call vote:

“Ayes:” McCalla, Ginn, Hebblethwaite, Nelson, Grayson, and Mosley.

“Nays:” None.

“Abstain:” None.

Motion passed. 6-0

ITEM 6k. Discussion, consideration, and possible action to waive the bid process and purchase a Dell Server and related licenses under State Contract #SW1020D for an amount not to exceed \$21,205.89 using ARPA Funds.

*Motion by Council Member Hebblethwaite second by Council Member Nelson to waive the bid process and purchase a Dell Server and related licenses under State Contract #SW1020D for an amount not to exceed \$21,205.89 using ARPA Funds.

Roll call vote:

“Ayes:” McCalla, Ginn, Hebblethwaite, Nelson, Grayson, and Mosley.

“Nays:” None.

City Council Meeting 5-5-2022
6:30 p.m.

“Abstain:” None.
Motion passed. 6-0

ITEM 6l. Discussion, consideration, and possible action to waive the bid process and purchase Dell monitors for the Police Department under State Contract #SW1020D using ARPA funds in an amount not to exceed \$16,882.32.

*Motion by Council Member Nelson second by Council Member McCalla to waive the bid process and purchase Dell monitor for the Police Department under State Contract #SW1020E using ARPA funds in an amount no to exceed \$16,882.32.

Roll call vote:
“Ayes:” McCalla, Ginn, Hebblethwaite, Nelson, Grayson, and Mosley.
“Nays:” None.
“Abstain:” None.
Motion passed. 6-0

ITEM 6m. Discussion, consideration, and possible action to approve Resolution 2022-11R establishing a crosswalk to be located at 200 West Michigan Avenue.

*Motion by Council Member Grayson second by Council Member Hebblethwaite to approve Resolution 2022-11R establishing a crosswalk to be located at 200 West Michigan Avenue.

Roll call vote:
“Ayes:” McCalla, Ginn, Hebblethwaite, Nelson, Grayson, and Mosley.
“Nays:” None.
“Abstain:” None.
Motion passed. 6-0

ITEM 6n. Discussion, consideration, and possible action to approve a contract to add Command Central Analytics from Motorola Solutions to the Police Department Report Management System and Authorize the Mayor to execute the same.

*Motion by Council Member Hebblethwaite second by Council Member Nelson to approve a contract to add Command Central Analytics from Motorola Solutions to the Police Department Report Management System and authorize the Mayor to execute the same.

Roll call vote:
“Ayes:” Ginn, Hebblethwaite, Nelson, Grayson, McCalla and Mosley.

City Council Meeting 5-5-2022
6:30 p.m.

“Nays:” None.
“Abstain:” None.
Motion passed. 6-0

ITEM 6o. Discussion, consideration, and possible action to negotiate the purchase of 2 new ambulances not to exceed \$325,000 each pending final approval from City Council and reimbursement from the Grady County 522 EMS District.

*Motion by Council Member Hebblethwaite second by Council Member McCalla to negotiate the purchase of 2 new ambulances not to exceed \$325,000 each pending the final approval from City Council and reimbursement from the Grady County 522 EMS District.

Roll call vote:

“Ayes:” Hebblethwaite, Nelson, Grayson, McCalla, Ginn and Mosley.
“Nays:” None.
“Abstain:” None.
Motion passed. 6-0

ITEM 6p. Discussion, consideration, and possible action to establish a volunteer program for the City of Chickasha.

*Motion by Council Member Grayson second by Council Member McCalla to establish a volunteer program for the City of Chickasha.

Roll call vote:

“Ayes:” Hebblethwaite, Nelson, Grayson, McCalla, Ginn and Mosley.
“Nays:” None.
“Abstain:” None.
Motion passed. 6-0

ITEM 6q. Discussion, consideration, and possible action to adopt Ordinance No. 2022-14 to change the purchasing policies to align with the State of Oklahoma’s requirements of the Oklahoma Competitive Bidding Act codified at Oklahoma Statute Title 61, Section 101 et seq, as amended and the Public Trusts Bidding Law codified at Oklahoma Statute Title 60, Section 176(h), as amended.

*Motion by Council Member Nelson second by Council Member Hebblethwaite to adopt Ordinance No. 2022-14 to change the purchasing policies to align with the State of Oklahoma requirements of the Oklahoma competitive bidding act codified at Oklahoma State Title 61, Section 101 et seq, as amended and the Public Trusts Bidding Law codified at Oklahoma Statute Title 60, Section 176(h), as amended.

City Council Meeting 5-5-2022

6:30 p.m.

Roll call vote:

“Ayes:” Hebblethwaite, Nelson, Grayson, McCalla, Ginn and Mosley.

“Nays:” None.

“Abstain:” None.

Motion passed. 6-0

ITEM 6r. Discussion, consideration, and possible action to pass the Emergency Clause of Ordinance 2022-14.

*Motion by Council Member McCalla second by Council Member Hebblethwaite to pass the Emergency Clause of Ordinance 2022-14.

Roll call vote:

“Ayes:” Hebblethwaite, Nelson, Grayson, McCalla, Ginn and Mosley.

“Nays:” None.

“Abstain:” None.

Motion passed. 6-0

ITEM 7. Executive Session:

No Items Presented.

ITEM 8 Adjournment:

Motion by Council Member Nelson and second by Council Member Grayson to adjourn the meeting.

Meeting adjourned.

TIME: 7:13 P.M.

Chris Mosley, Mayor

ATTEST:

Susan M. McDaniel, City Clerk

Approved this 16th day of May 2022.



City of
CHICKASHA

Meeting Type: Council Agenda 5-16-2022

Meeting Date: 5/16/2022

Department: Finance

Agenda Item No. 4.b.

AGENDA ITEM: Acceptance of the Claims List.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Accept Claims List.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Cindy Rogers, Finance Director	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: May 16, 2022	(From)		

V. ATTACHMENTS:

1. AP COUNCIL REPORT -5.16.22 REDACTED

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
ADMINISTRATION	GENERAL FUND	OKLAHOMA MUNICIPAL RETIRE	OMRF2	726.92
		TRANSFER ACCOUNT	FICA	464.10
			MEDICARE	108.54
		OPTIONS COUNSELING SERVICE, INC.	EMPLOYEE ASSIS APRIL 2022	<u>345.00</u>
			TOTAL:	1,644.56
FIRE ADMINISTRATION	GENERAL FUND	SUDDENLINK	ACCT07705103518016	144.89
		VERIZON WIRELESS	FIRE ADMIN	120.03
		PUBLIC SERVICE COMPANY OF OKLAHOMA	FIRE ADMIN	916.81
		OKLAHOMA FIREFIGHTERS	FIRE PENSION	433.01
		AT&T	FIRE ADMIN	189.85
		TRANSFER ACCOUNT	FICA	57.75
			MEDICARE	55.63
		DUNCAN OVERHEAD DOOR OF CHICKASHA	SERVICE CALL	<u>95.00</u>
			TOTAL:	2,012.97
POLICE ADMINISTRATION	GENERAL FUND	PUBLIC SERVICE COMPANY OF OKLAHOMA	POLICE ADMIN	979.22
		CITY OF CHICKASHA-(ACH) OKLAHOMA POLIC	POLICE PENSION	400.00
		TRANSFER ACCOUNT	FICA	544.64
			MEDICARE	127.37
		UNIFIRST HOLDINGS, L.P.	POLICE	<u>59.84</u>
			TOTAL:	2,111.07
CEMETERY SERVICES	GENERAL FUND	OKLAHOMA ELECTRIC COOP	ACCT: 4705400700	<u>56.97</u>
			TOTAL:	56.97
HUMAN RESOURCES	GENERAL FUND	TRANSFER ACCOUNT	FICA	70.13
			MEDICARE	<u>16.40</u>
			TOTAL:	86.53
LIBRARY	GENERAL FUND	PUBLIC SERVICE COMPANY OF OKLAHOMA	LIBRARY	644.27
		A ALERT ALARM CO	ALARM SERVICE	35.00
		TRANSFER ACCOUNT	FICA	455.78
			MEDICARE	<u>106.60</u>
			TOTAL:	1,241.65
STREET & STORM DRAINAG	GENERAL FUND	PUBLIC SERVICE COMPANY OF OKLAHOMA	STREETS	1,246.49
		TRANSFER ACCOUNT	FICA	286.51
			MEDICARE	66.99
		UNIFIRST HOLDINGS, L.P.	STREETS	<u>489.54</u>
			TOTAL:	2,089.53
FLEET MAINTENANCE	GENERAL FUND	TRANSFER ACCOUNT	FICA	96.24
			MEDICARE	<u>22.51</u>
			TOTAL:	118.75
ACCOUNTING SERVICES	GENERAL FUND	OKLAHOMA STATE UNIVERSITY	ECARDS	1,829.00
		CULLIGAN/WRIGHT WATER	COOLERS-WATER	21.00
		TRANSFER ACCOUNT	FICA	521.95
			MEDICARE	<u>122.07</u>
			TOTAL:	2,494.02
COMM DEVEL/PLANNING SE	GENERAL FUND	TRANSFER ACCOUNT	FICA	296.28
			MEDICARE	<u>69.29</u>
			TOTAL:	365.57

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
GENERAL GOVERNMENT	GENERAL FUND	IRON MOUNTAIN INC.	MONTHLY SHREDDING SERVICE	97.32
		QUADIENT LEASING USA, INC	INV N9388036	324.93
		ASCENTIS CORPORATION	SI122419	1,457.50
				1,457.50
		OSBI	BKGRND CHK	<u>94.00</u>
			TOTAL:	3,431.25
BUILDING SERVICES	GENERAL FUND	RANDALL SCOTT VAUGHN dba CHISOLM TRAIL	ENGINEERING FEES	900.00
			ENGINEERING FEES	5,966.25
		TRANSFER ACCOUNT	FICA	247.74
			MEDICARE	<u>57.94</u>
			TOTAL:	7,171.93
FIRE OPERATIONS	GENERAL FUND	OKLAHOMA FIREFIGHTERS	FIRE PENSION	8,444.19
		TRANSFER ACCOUNT	MEDICARE	839.15
		BATES TRUCK REPAIR	2010 E-ONE- Q1	2,219.20
			2013 EONE- E2	1,513.14
		GRADY MEMORIAL HOSPITAL	M PEEK	<u>240.00</u>
			TOTAL:	13,255.68
PATROL SERVICES	GENERAL FUND	AT&T	AT&T 0881	2,468.92
		VERIZON WIRELESS	PATROL	2,139.23
		CITY OF CHICKASHA-(ACH) OKLAHOMA POLIC	POLICE PENSION	4,301.30
		TRANSFER ACCOUNT	FICA	2,397.72
			MEDICARE	<u>560.75</u>
			TOTAL:	11,867.92
INVESTIGATIONS	GENERAL FUND	CITY OF CHICKASHA-(ACH) OKLAHOMA POLIC	POLICE PENSION	925.24
		TRANSFER ACCOUNT	FICA	437.04
			MEDICARE	<u>102.21</u>
			TOTAL:	1,464.49
ANIMAL CONTROL	GENERAL FUND	VERDEN VET	CONTRACT SERVICES	900.00
		TRANSFER ACCOUNT	FICA	158.04
			MEDICARE	<u>36.96</u>
			TOTAL:	1,095.00
MUNICIPAL COURT	GENERAL FUND	TRANSFER ACCOUNT	FICA	75.87
			MEDICARE	17.74
		TYLER TECHNOLOGIES	MAINTENANCE	1,477.47
			MAINTENANCE	<u>1,472.59</u>
			TOTAL:	3,043.67
DISPATCH SERVICES	GENERAL FUND	TRANSFER ACCOUNT	FICA	362.22
			MEDICARE	<u>84.71</u>
			TOTAL:	446.93
PARK MAINTENANCE	GENERAL FUND	AT&T MOBILITY	PARK MAINT	273.92
		UNITED INDUSTRIES	POOL REPAIR/SUPPLIES	1,016.50
		PUBLIC SERVICE COMPANY OF OKLAHOMA	PARK MAINT	794.23
		AT&T	PARK MAINT	93.06
		TRANSFER ACCOUNT	FICA	349.07
			MEDICARE	81.64
		UNIFIRST HOLDINGS, L.P.	PARKS	<u>429.08</u>
			TOTAL:	3,037.50

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
SPORTS COMPLEX	GENERAL FUND	RISE BROADBAND	SPORTS COMPLEX	130.01
		PUBLIC SERVICE COMPANY OF OKLAHOMA	SPORTS COMPL	4,381.01
		TRANSFER ACCOUNT	FICA	234.49
			MEDICARE	<u>54.84</u>
			TOTAL:	4,800.35
EMERGENCY MEDICAL SERV	EMERGENCY MED SERV	AT&T MOBILITY	EMERGENCY SERVICES	91.50
		OKLAHOMA FIREFIGHTERS	FIRE PENSION	3,867.94
		TRANSFER ACCOUNT	MEDICARE	<u>457.95</u>
			TOTAL:	4,417.39
CHICKASHA INDUSTRIAL A	CHICKASHA INDUST A	ECONOMIC DEVELOPMENT COUN	EDCMAY 2022 PYMNT	30,866.66
		PUBLIC SERVICE COMPANY OF OKLAHOMA	SIGN	102.54
		TRANSFER ACCOUNT	FICA	146.86
			MEDICARE	<u>34.35</u>
			TOTAL:	31,150.41
EMERGENCY 911	E-911 FUND	AT&T	ACCT 4100721194356	200.00
		SUDDENLINK B2B DEPT 1264	INTERNET SERVICES	763.00
		PUBLIC SERVICE COMPANY OF OKLAHOMA	SIREN	24.95
		AT&T	EMS	<u>1,710.89</u>
			TOTAL:	2,698.84
UTILITY BILLING	CHICKASHA MUNICIPA	US PAYMENTS LLC	MONTHLY KIOSK - IINV026150	195.00
		DATAPROSE	MONTHLY BILLING INV DP2201	3,886.59
		TRANSFER ACCOUNT	FICA	218.16
			MEDICARE	<u>51.02</u>
			TOTAL:	4,350.77
CMA GENERAL	CHICKASHA MUNICIPA	TDS TELECOM	INVOICE 04/9/22	102.25
		CITY OF CHICKASHA	OPERATING TRANSFERS	<u>163,333.33</u>
			TOTAL:	163,435.58
PUBLIC WORKS ADMIN	CHICKASHA MUNICIPA	TRANSFER ACCOUNT	FICA	138.53
			MEDICARE	<u>32.40</u>
			TOTAL:	170.93
SANITATION DEPARTMENT	CHICKASHA MUNICIPA	TRANSFER ACCOUNT	FICA	73.84
			MEDICARE	17.27
		UNIFIRST HOLDINGS, L.P.	SANITATION	72.36
		WASTE CONNECTIONS OF CHICKASHA	APRIL 2022	<u>176,612.67</u>
			TOTAL:	176,776.14
WATER PLANT	CHICKASHA MUNICIPA	USW UTILITY GROUP	WATER TREATMENT APRIL	82,885.49
			CHEMICAL OVERAGE APRIL	58,813.51
		PUBLIC SERVICE COMPANY OF OKLAHOMA	WATER PLANT	282.40
		OKLAHOMA ELECTRIC COOP	ACCT: 4616200100	<u>216.83</u>
			TOTAL:	142,198.23
WASTEWATER PLANT	CHICKASHA MUNICIPA	USW UTILITY GROUP	WASTEWATER TREATMENT MAR	55,257.00
		HUGHESNET	SME33359 -	114.55
		PUBLIC SERVICE COMPANY OF OKLAHOMA	WASTE WATER	<u>842.49</u>
			TOTAL:	56,214.04
LINE MAINTENANCE DEPT	CHICKASHA MUNICIPA	VERIZON WIRELESS	BUILDING	236.86
		TRANSFER ACCOUNT	FICA	558.14

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			MEDICARE	130.53
		MCI WORLDCOM	SERVICE CHARGES	84.60
		UNIFIRST HOLDINGS, L.P.	LINE MAINT	<u>466.92</u>
			TOTAL:	1,477.05
LAKE CHICKASHA	CHICKASHA MUNICIPAL	AT&T MOBILITY	LAKE CHICK	39.10
		PUBLIC SERVICE COMPANY OF OKLAHOMA	LAKE	92.71
		TRANSFER ACCOUNT	FICA	10.85
			MEDICARE	<u>2.54</u>
			TOTAL:	145.20
BUILDING MAINTENANCE	CHICKASHA MUNICIPAL	SUDDENLINK	ACCT07705103518016	292.88
		HUGHESNET	SME33358	130.35
		AT&T	AT&T 0881	1,090.93
		VERIZON WIRELESS	BUILDING	80.02
		HILLARY COMMUNICATIONS LLC	FIBER INTERNET113170	396.66
			FIBER INTERNET113380	346.66
		PUBLIC SERVICE COMPANY OF OKLAHOMA	BUILDING	230.62
		DEHART AIR CONDITIONING AND ELECTRONIC	PREV. MAINT MARCH PAYMENT	4,474.58
		AT&T	BUILDING	5,420.84
		TRANSFER ACCOUNT	FICA	71.51
			MEDICARE	16.72
		UNIFIRST HOLDINGS, L.P.	BUILDING	40.80
		AT&T	BUILDING	11,255.05
		STORAGE 'R' US	INV19314	<u>165.00</u>
			TOTAL:	24,012.62
AIRPORT	AIRPORT	PUBLIC SERVICE COMPANY OF OKLAHOMA	AIRPORT	1,062.57
		CULLIGAN/WRIGHT WATER	COOLERS-WATER	9.00
		TRANSFER ACCOUNT	FICA	141.50
			MEDICARE	33.10
		WILLIAM MARVIN JOHNSON LLC	AWOS APRIL 22	300.00
		UNIFIRST HOLDINGS, L.P.	AIRPORT	215.92
		BARRINGTON ELECTRIC	LIGHT REPLACEMENT	<u>1,785.00</u>
			TOTAL:	3,547.09
CAPITAL PROJECTS	CAPITAL PROJECTS F	WELCH STATE BANK	MAY 2022 PAYMENT	<u>23,576.61</u>
			TOTAL:	23,576.61
DEDICATED SALES TAX	CIP-DEDICATED SALE	BANK OF OKLAHOMA	BOK DEBT SERVICES	<u>96,774.06</u>
			TOTAL:	96,774.06
POLICE BOND	POLICE BOND FUND	CITY OF CHICKASHA	APRIL 2022	145.23
		CITY OF CHICKASHA	OPERATING TRANSFERS	7,546.38
		CLEET	CLEET EDUC-TRAINING	422.28
		OSBI	AFIS FEES	414.28
			FORENSIC FEES	396.72
		CITY OF CHICKASHA	APRIL 2022	5.04
		OKLAHOMA BUREAU OF NARCOTICS	DRUG EDUCATION FEES APRIL	<u>5.00</u>
			TOTAL:	8,934.93
COMBINED INSURANCE	COMBINED INSURANCE	DELTA DENTAL PLAN OF OKLAHOMA	DELTA DENTAL PLAN OF OKLAH	<u>5,231.06</u>
			TOTAL:	5,231.06
COMPENSATED ABSENCES	COMPENSATED ABSENC	TRANSFER ACCOUNT	FICA	54.16
			MEDICARE	12.67

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
TOTAL:				66.83
NON-DEPARTMENTAL	AP/PAYROLL CASH FU	DEPARTMENT OF CHILDREN AND FAMILY SERV		287.00
		DEPARTMENT OF HUMAN SERVICES		180.00
				151.75
				365.11
				100.00
				123.75
		OKLAHOMA FIREFIGHTERS	FIRE PENSION BUY BACK	174.01
			FIRE PENSION	8,193.30
		CITY OF CHICKASHA-(ACH) OKLAHOMA POLIC	POLICE PENSION	3,462.49
		OKLAHOMA MUNICIPAL RETIRE	OMRF2	415.38
		TRANSFER ACCOUNT	ENTITY 0037102001	3,980.00
			FEDERAL WITHHOLDING	19,811.91
			STATE INCOME TAX	7,232.00
			FICA	8,469.12
			MEDICARE	3,319.89
		CITY OF CHICKASHA FLEX SPENDING ACCOUN	UNREIMBURSED MEDICAL 23-19	1,088.11
TOTAL:				57,353.82

===== FUND TOTALS =====

11	GENERAL FUND	61,836.34
23	EMERGENCY MED SERV FUND	4,417.39
25	CHICKASHA INDUST AUTH	31,150.41
27	E-911 FUND	2,698.84
31	CHICKASHA MUNICIPAL AUTH	568,780.56
39	AIRPORT	3,547.09
52	CAPITAL PROJECTS FUND	23,576.61
53	CIP-DEDICATED SALES TAX	96,774.06
64	POLICE BOND FUND	8,934.93
71	COMBINED INSURANCE	5,231.06
72	COMPENSATED ABSENCES FUND	66.83
99	AP/PAYROLL CASH FUND	57,353.82

GRAND TOTAL: 864,367.94

SELECTION CRITERIA

SELECTION OPTIONS

VENDOR SET: 99-AP VENDOR LIST
VENDOR: All
CLASSIFICATION: All
BANK CODE: All
ITEM DATE: 5/05/2022 THRU 5/17/2022
ITEM AMOUNT: 99,999,999.00CR THRU 99,999,999.00
GL POST DATE: 0/00/0000 THRU 99/99/9999
CHECK DATE: 5/05/2022 THRU 5/17/2022

PAYROLL SELECTION

PAYROLL EXPENSES: NO
CHECK DATE: 0/00/0000 THRU 99/99/9999

PRINT OPTIONS

PRINT DATE: None
SEQUENCE: By Department
DESCRIPTION: Distribution
GL ACCTS: NO
REPORT TITLE: COUNCIL REPORT 5-16-22
SIGNATURE LINES: 0

PACKET OPTIONS

INCLUDE REFUNDS: YES
INCLUDE OPEN ITEM:NO



City of
CHICKASHA

Meeting Type: Council Agenda 5-16-2022

Meeting Date: 5/16/2022

Department: Finance

Agenda Item No. 4.c.

AGENDA ITEM: Acceptance of the Financials for April 2022.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Accept Financials for April 2022.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Cindy Rogers, Finance Director	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: May 16, 2022.	(From)		

V. ATTACHMENTS:

1. Financials April 2022

C I T Y O F C H I C K A S H A
FINANCIAL STATEMENT (UNAUDITED)
AS OF: APRIL 30TH, 2022

11 -GENERAL FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 83.33

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
PERMITS	228,500.00	37,680.19	0.00	210,672.78	0.00	17,827.22	92.20
LICENSES	56,100.00	21,244.50	0.00	92,532.95	0.00	(36,432.95)	164.94
CEMETERY	105,000.00	10,984.50	0.00	85,671.87	0.00	19,328.13	81.59
FEES	75,350.00	2,963.82	0.00	38,361.43	0.00	36,988.57	50.91
RENT	2,600.00	300.00	0.00	2,847.50	0.00	(247.50)	109.52
STATE TAX	13,200,000.00	1,412,864.03	0.00	12,419,134.11	0.00	780,865.89	94.08
OTHER TAX	850,000.00	81,432.39	0.00	740,875.56	0.00	109,124.44	87.16
FRANCHISE TAX	538,000.00	61,333.70	0.00	488,422.15	0.00	49,577.85	90.78
GRANTS AND PROGRAMS	238,613.60	0.00	0.00	104,938.79	0.00	133,674.81	43.98
SWIMMING POOL/SPORTS COM	48,000.00	4,288.40	0.00	38,734.83	0.00	9,265.17	80.70
MISC REVENUES	136,183.00	40.00	0.00	145,228.91	0.00	(9,045.91)	106.64
TRANSFER OTHER FUNDS-EQU	2,150,000.00	174,788.64	0.00	1,713,676.01	0.00	436,323.99	79.71
INTEREST	8,500.00	0.00	0.00	4,844.02	0.00	3,655.98	56.99
PRIOR YEAR FUND BALANCE C	1,678,930.00	0.00	0.00	0.00	0.00	1,678,930.00	0.00
*** TOTAL REVENUES ***	19,315,776.60	1,807,920.17	0.00	16,085,940.91	0.00	3,229,835.69	83.28
<u>EXPENDITURE SUMMARY</u>							
01-ADMINISTRATION	356,024.00	24,390.71	126.56	274,864.29	236.36	81,049.91	77.23
02-FIRE DEPARTMENT-PS	295,424.00	26,735.33	0.00	193,986.47	95.00	101,342.53	65.70
21-FIRE OPERATIONS	3,300,249.00	179,098.11	0.00	2,424,076.22	3,972.34	872,200.44	73.57
03-POLICE DEPARTMENT-PS	494,232.00	27,859.77	0.00	318,569.37	0.00	175,662.63	64.46
41-PATROL SERVICES	2,539,671.00	117,551.19	0.00	1,648,146.68	17,606.15	873,918.17	65.59
42-INVESTIGATIONS	374,811.00	20,551.58	0.00	241,559.01	0.00	133,251.99	64.45
43-ANIMAL CONTROL	284,047.00	10,485.69	0.00	186,778.88	1,900.00	95,368.12	66.43
44-MUNICIPAL COURT	66,414.00	4,182.22	0.00	48,385.90	0.00	18,028.10	72.85
45-DISPATCH	455,293.00	20,194.93	0.00	223,363.53	700.00	231,229.47	49.21
46-NEIGHBORHOOD SERVICES	154,575.00	1,430.41	0.00	21,577.86	8,720.66	124,276.48	19.60
51-PARK MAINTENANCE	699,613.00	38,724.24	0.00	523,931.78	13,529.44	162,151.78	76.82
52-SPORTS COMPLEX	277,888.00	115,731.77	0.00	342,012.97	0.00	(64,124.97)	123.08
06-CEMETERY MAINTENANC-C	138,969.00	3,895.63	0.00	37,605.66	6,649.00	94,714.34	31.84
08-LIBRARY - C&R	487,372.00	35,611.19	0.00	338,035.84	74,632.58	74,703.58	84.67
09-STREET & STORM	601,611.00	49,012.87	0.00	593,498.39	7,637.00	475.61	99.92
10-FLEET	60,637.00	4,524.11	0.00	49,023.78	206.75	11,406.47	81.19
14-FINANCE-GG	481,812.00	29,161.56	0.00	350,987.27	1,847.00	128,977.73	73.23
07-HUMAN RESOURCES	79,793.00	3,596.27	0.00	46,229.67	0.00	33,563.33	57.94
16-COMM DEVEL/PLAN SERV	182,257.00	14,329.31	0.00	151,012.87	0.00	31,244.13	82.86
18-BUILDING SERVICES	136,543.00	11,585.06	0.00	136,421.27	8,455.75	(8,334.02)	106.10
17-GENERAL GOVERNMENT-GG	7,468,000.00	655,296.97	0.00	6,450,089.48	0.00	1,017,910.52	86.37
70-GRANT(S)	380,541.60	5,834.63	0.00	186,416.93	249,149.60	(55,024.93)	114.46
*** TOTAL EXPENDITURES ***	19,315,776.60	1,399,783.55	126.56	14,786,574.12	395,337.63	4,133,991.41	78.60
** REVENUE OVER(UNDER) EXPENDITURES **	0.00	408,136.62	126.56	1,299,366.79	(395,337.63)	(904,155.72)	0.00

C I T Y O F C H I C K A S H A
FINANCIAL STATEMENT (UNAUDITED)
AS OF: APRIL 30TH, 2022

20 -DONATIONS FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 83.33

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
DONATIONS	124,722.00	25,261.00	0.00	125,789.29	0.00 (	1,067.29)	100.86
INTEREST	100.00	0.00	0.00	231.50	0.00 (	131.50)	231.50
PRIOR YEAR FUND BALANCE C	<u>9,500.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>9,500.00</u>	<u>0.00</u>
*** TOTAL REVENUES ***	<u>134,322.00</u>	<u>25,261.00</u>	<u>0.00</u>	<u>126,020.79</u>	<u>0.00</u>	<u>8,301.21</u>	<u>93.82</u>
<u>EXPENDITURE SUMMARY</u>							
20-DONATIONS-GG	<u>134,322.00</u>	<u>22,993.00</u>	<u>0.00</u>	<u>47,761.58</u>	<u>5,124.60</u>	<u>81,435.82</u>	<u>39.37</u>
*** TOTAL EXPENDITURES ***	<u>134,322.00</u>	<u>22,993.00</u>	<u>0.00</u>	<u>47,761.58</u>	<u>5,124.60</u>	<u>81,435.82</u>	<u>39.37</u>
** REVENUE OVER (UNDER) EXPENDITURES **	<u>0.00</u>	<u>2,268.00</u>	<u>0.00</u>	<u>78,259.21</u>	<u>(5,124.60) (</u>	<u>73,134.61)</u>	<u>0.00</u>

C I T Y O F C H I C K A S H A
 FINANCIAL STATEMENT (UNAUDITED)
 AS OF: APRIL 30TH, 2022

22 -TAX INCREMENT DISTRIC
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 83.33

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
OTHER TAX	0.00	0.00	0.00	2,109.97	0.00 (	2,109.97)	0.00
TRANSFER OTHER FUNDS-EQU	225,000.00	0.00	0.00	0.00	0.00	225,000.00	0.00
INTEREST	0.00	0.00	0.00	62.59	0.00 (	62.59)	0.00
PRIOR YEAR FUND BALANCE C	<u>109,535.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>109,535.00</u>	<u>0.00</u>
*** TOTAL REVENUES ***	<u>334,535.00</u>	<u>0.00</u>	<u>0.00</u>	<u>2,172.56</u>	<u>0.00</u>	<u>332,362.44</u>	<u>0.65</u>
<u>EXPENDITURE SUMMARY</u>							
22-TAX INCREMENT DISTRIC	<u>334,535.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>334,535.00</u>	<u>0.00</u>
*** TOTAL EXPENDITURES ***	<u>334,535.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>334,535.00</u>	<u>0.00</u>
** REVENUE OVER (UNDER) EXPENDITURES **	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>2,172.56</u>	<u>0.00 (</u>	<u>2,172.56)</u>	<u>0.00</u>

C I T Y O F C H I C K A S H A
FINANCIAL STATEMENT (UNAUDITED)
AS OF: APRIL 30TH, 2022

23 -EMERGENCY MED SERV FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 83.33

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
EMS FEES	1,377,000.00	47,841.72	0.00	1,022,402.65	0.00	354,597.35	74.25
GRANTS AND PROGRAMS	242,429.00	0.00	0.00	144,170.06	0.00	98,258.94	59.47
MISC REVENUES	500.00	0.00	0.00	87.65	0.00	412.35	17.53
INTEREST	50.00	0.00	0.00	235.58	0.00	(185.58)	471.16
*** TOTAL REVENUES ***	1,619,979.00	47,841.72	0.00	1,166,895.94	0.00	453,083.06	72.03
	=====	=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
02-FIRE DEPARTMENT-PS	1,619,979.00	111,365.50	0.00	1,194,123.84	8,040.16	417,815.00	74.21
*** TOTAL EXPENDITURES ***	1,619,979.00	111,365.50	0.00	1,194,123.84	8,040.16	417,815.00	74.21
	=====	=====	=====	=====	=====	=====	=====
** REVENUE OVER (UNDER) EXPENDITURES **	0.00	(63,523.78)	0.00	(27,227.90)	(8,040.16)	35,268.06	0.00
	=====	=====	=====	=====	=====	=====	=====

C I T Y O F C H I C K A S H A
FINANCIAL STATEMENT (UNAUDITED)
AS OF: APRIL 30TH, 2022

25 -CHICKASHA INDUST AUTH
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 83.33

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
DONATIONS	10,000.00	1,500.00	0.00	15,000.00	0.00 (	5,000.00)	150.00
TRANSFER OTHER FUNDS-EQU	607,500.00	60,912.15	0.00	508,871.49	0.00	98,628.51	83.76
INTEREST	0.00	0.00	0.00	844.90	0.00 (	844.90)	0.00
PRIOR YEAR FUND BALANCE C	<u>279,723.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>279,723.00</u>	<u>0.00</u>
*** TOTAL REVENUES ***	<u>897,223.00</u>	<u>62,412.15</u>	<u>0.00</u>	<u>524,716.39</u>	<u>0.00</u>	<u>372,506.61</u>	<u>58.48</u>
<u>EXPENDITURE SUMMARY</u>							
25-CHICKASHA INDUSTRIAL	<u>897,223.00</u>	<u>38,516.38</u>	<u>0.00</u>	<u>522,957.25</u>	<u>10,000.00</u>	<u>364,265.75</u>	<u>59.40</u>
*** TOTAL EXPENDITURES ***	<u>897,223.00</u>	<u>38,516.38</u>	<u>0.00</u>	<u>522,957.25</u>	<u>10,000.00</u>	<u>364,265.75</u>	<u>59.40</u>
** REVENUE OVER (UNDER) EXPENDITURES **	<u>0.00</u>	<u>23,895.77</u>	<u>0.00</u>	<u>1,759.14 (</u>	<u>10,000.00)</u>	<u>8,240.86</u>	<u>0.00</u>

C I T Y O F C H I C K A S H A
 FINANCIAL STATEMENT (UNAUDITED)
 AS OF: APRIL 30TH, 2022

26 -ED-DEDICATED SALES TAX
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 83.33

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
INTEREST	20,000.00	0.00	0.00	5,478.86	0.00	14,521.14	27.39
PRIOR YEAR FUND BALANCE C	<u>1,576,515.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1,576,515.00</u>	<u>0.00</u>
*** TOTAL REVENUES ***	<u>1,596,515.00</u>	<u>0.00</u>	<u>0.00</u>	<u>5,478.86</u>	<u>0.00</u>	<u>1,591,036.14</u>	<u>0.34</u>
<u>EXPENDITURE SUMMARY</u>							
26-ED DED. SALES TAX	<u>1,596,515.00</u>	<u>0.00</u>	<u>0.00</u>	<u>658,950.00</u>	<u>353.75</u>	<u>937,211.25</u>	<u>41.30</u>
*** TOTAL EXPENDITURES ***	<u>1,596,515.00</u>	<u>0.00</u>	<u>0.00</u>	<u>658,950.00</u>	<u>353.75</u>	<u>937,211.25</u>	<u>41.30</u>
** REVENUE OVER (UNDER) EXPENDITURES **	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>(653,471.14)</u>	<u>(353.75)</u>	<u>653,824.89</u>	<u>0.00</u>

C I T Y O F C H I C K A S H A
 FINANCIAL STATEMENT (UNAUDITED)
 AS OF: APRIL 30TH, 2022

27 -E-911 FUND
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 83.33

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
E-911	143,000.00	12,378.27	0.00	129,800.51	0.00	13,199.49	90.77
GRANTS AND PROGRAMS	175,562.00	0.00	0.00	20,836.80	0.00	154,725.20	11.87
INTEREST	500.00	0.00	0.00	106.12	0.00	393.88	21.22
*** TOTAL REVENUES ***	319,062.00	12,378.27	0.00	150,743.43	0.00	168,318.57	47.25
	=====	=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
27-EMERGENCY 911-PS	319,062.00	184,317.91	0.00	214,685.57	0.00	104,376.43	67.29
*** TOTAL EXPENDITURES ***	319,062.00	184,317.91	0.00	214,685.57	0.00	104,376.43	67.29
	=====	=====	=====	=====	=====	=====	=====
** REVENUE OVER (UNDER) EXPENDITURES **	0.00	(171,939.64)	0.00	(63,942.14)	0.00	63,942.14	0.00
	=====	=====	=====	=====	=====	=====	=====

C I T Y O F C H I C K A S H A
 FINANCIAL STATEMENT (UNAUDITED)
 AS OF: APRIL 30TH, 2022

28 -FIRE/EMS TRAINING FUND
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 83.33

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
TRANSFER OTHER FUNDS-EQU	100.00	16.00	0.00	63.99	0.00	36.01	63.99
INTEREST	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.29</u>	<u>0.00</u>	(<u>0.29</u>)	<u>0.00</u>
*** TOTAL REVENUES ***	<u>100.00</u>	<u>16.00</u>	<u>0.00</u>	<u>64.28</u>	<u>0.00</u>	<u>35.72</u>	<u>64.28</u>
<u>EXPENDITURE SUMMARY</u>							
02-FIRE DEPARTMENT-PS	<u>100.00</u>	<u>87.13</u>	<u>0.00</u>	<u>87.13</u>	<u>0.00</u>	<u>12.87</u>	<u>87.13</u>
*** TOTAL EXPENDITURES ***	<u>100.00</u>	<u>87.13</u>	<u>0.00</u>	<u>87.13</u>	<u>0.00</u>	<u>12.87</u>	<u>87.13</u>
** REVENUE OVER (UNDER) EXPENDITURES **	<u>0.00</u>	(<u>71.13</u>)	<u>0.00</u>	(<u>22.85</u>)	<u>0.00</u>	<u>22.85</u>	<u>0.00</u>

C I T Y O F C H I C K A S H A
 FINANCIAL STATEMENT (UNAUDITED)
 AS OF: APRIL 30TH, 2022

29 -POLICE TRAINING FUND
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 83.33

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
TRANSFER OTHER FUNDS-EQU	10,000.00	487.58	0.00	3,645.08	0.00	6,354.92	36.45
INTEREST	<u>40.00</u>	<u>0.00</u>	<u>0.00</u>	<u>9.56</u>	<u>0.00</u>	<u>30.44</u>	<u>23.90</u>
*** TOTAL REVENUES ***	<u>10,040.00</u>	<u>487.58</u>	<u>0.00</u>	<u>3,654.64</u>	<u>0.00</u>	<u>6,385.36</u>	<u>36.40</u>
<u>EXPENDITURE SUMMARY</u>							
03-POLICE DEPARTMENT-PS	<u>10,040.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1,235.75</u>	<u>0.00</u>	<u>8,804.25</u>	<u>12.31</u>
*** TOTAL EXPENDITURES ***	<u>10,040.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1,235.75</u>	<u>0.00</u>	<u>8,804.25</u>	<u>12.31</u>
** REVENUE OVER (UNDER) EXPENDITURES **	<u>0.00</u>	<u>487.58</u>	<u>0.00</u>	<u>2,418.89</u>	<u>0.00</u>	<u>(2,418.89)</u>	<u>0.00</u>

CITY OF CHICKASHA
FINANCIAL STATEMENT (UNAUDITED)
AS OF: APRIL 30TH, 2022

31 -CHICKASHA MUNICIPAL AUTH
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 83.33

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
LICENSES	18,110.00	2,300.00	0.00	22,494.00	0.00 (	4,384.00)	124.21
FEES	23,000.00	849.02	0.00	19,473.34	0.00	3,526.66	84.67
RENT	141,000.00	5,289.78	0.00	153,524.78	0.00 (	12,524.78)	108.88
OIL & GAS	7,500.00	0.00	0.00	11,550.00	0.00 (	4,050.00)	154.00
UTILITY SERVICE	7,372,120.00	314,806.61	0.00	6,169,425.94	0.00	1,202,694.06	83.69
MISC REVENUES	15,000.00	150.26	0.00	55,028.54	0.00 (	40,028.54)	366.86
TRANSFER OTHER FUNDS-EQU	3,273,500.00	284,509.21	0.00	3,773,889.66	0.00 (	500,389.66)	115.29
INTEREST	75,000.00	7.48	0.00	34,328.46	0.00	40,671.54	45.77
PRIOR YEAR FUND BALANCE C	7,531,481.00	0.00	0.00	0.00	0.00	7,531,481.00	0.00
*** TOTAL REVENUES ***	18,456,711.00	607,912.36	0.00	10,239,714.72	0.00	8,216,996.28	55.48
<u>EXPENDITURE SUMMARY</u>							
30-CMA CAPITAL	9,258,000.00	6,860.00	4,326.44	95,383.86	65,895.84	9,101,046.74	1.70
31-CMA GENERAL-BT	2,385,200.00	168,067.94	0.00	2,005,513.24	0.00	379,686.76	84.08
15-UTILITY BILLING	273,502.00	12,858.29	0.00	132,169.94	9,540.00	131,792.06	51.81
32-PUBLIC WORKS ADMIN-BT	377,178.00	9,521.78	0.00	117,331.81	325.99	259,520.20	31.19
33-SANITATION-BT	2,078,755.00	180,323.44	0.00	1,845,347.53	0.00	233,407.47	88.77
34-WATER PLANT-BT	1,832,500.00	227,530.33	8,510.00	1,521,898.94	10,200.00	308,911.06	83.14
35-WASTEWATER PLANT-BT	1,037,000.00	93,703.04	0.00	718,867.44	0.00	318,132.56	69.32
36-LINE MAINTENANCE-BT	592,868.00	47,699.13	0.00	410,308.48	8,843.35	173,716.17	70.70
37-LAKE CHICKASHA-C&R	38,610.00	1,672.96	0.00	23,990.36	0.00	14,619.64	62.14
38-BUILDING MAINTENANCE	583,098.00	41,509.62	0.00	399,697.88	5,379.46	178,020.66	69.47
*** TOTAL EXPENDITURES ***	18,456,711.00	789,746.53	12,836.44	7,270,509.48	100,184.64	11,098,853.32	39.87
** REVENUE OVER (UNDER) EXPENDITURES **	0.00 (	181,834.17)	12,836.44	2,969,205.24 (	100,184.64)	(2,881,857.04)	0.00

C I T Y O F C H I C K A S H A
 FINANCIAL STATEMENT (UNAUDITED)
 AS OF: APRIL 30TH, 2022

39 -AIRPORT
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 83.33

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
RENT	89,600.00	9,673.89	0.00	80,952.75	0.00	8,647.25	90.35
GRANTS AND PROGRAMS	0.00	0.00	0.00	48,323.00	0.00 (	48,323.00)	0.00
OIL & GAS	475,000.00	65,343.18	0.00	485,379.02	0.00 (	10,379.02)	102.19
MISC REVENUES	18,000.00	4,500.00	0.00	17,764.13	0.00	235.87	98.69
TRANSFER OTHER FUNDS-EQU	5,000.00	0.00	0.00	0.00	0.00	5,000.00	0.00
INTEREST	15,000.00	0.00	0.00	7,087.51	0.00	7,912.49	47.25
PRIOR YEAR FUND BALANCE C	<u>1,099,538.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1,099,538.00</u>	<u>0.00</u>
*** TOTAL REVENUES ***	<u>1,702,138.00</u>	<u>79,517.07</u>	<u>0.00</u>	<u>639,506.41</u>	<u>0.00</u>	<u>1,062,631.59</u>	<u>37.57</u>
<u>EXPENDITURE SUMMARY</u>							
39-AIRPORT-BT	<u>1,702,138.00</u>	<u>23,453.45</u>	<u>0.00</u>	<u>289,155.71</u>	<u>21,834.33</u>	<u>1,391,147.96</u>	<u>18.27</u>
*** TOTAL EXPENDITURES ***	<u>1,702,138.00</u>	<u>23,453.45</u>	<u>0.00</u>	<u>289,155.71</u>	<u>21,834.33</u>	<u>1,391,147.96</u>	<u>18.27</u>
** REVENUE OVER (UNDER) EXPENDITURES **	<u>0.00</u>	<u>56,063.62</u>	<u>0.00</u>	<u>350,350.70 (</u>	<u>21,834.33) (</u>	<u>328,516.37)</u>	<u>0.00</u>

C I T Y O F C H I C K A S H A
 FINANCIAL STATEMENT (UNAUDITED)
 AS OF: APRIL 30TH, 2022

44 -ARPA TARGETED GRANTS
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 83.33

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
GRANTS AND PROGRAMS	1,535,334.86	0.00	0.00	1,455,998.86	0.00	79,336.00	94.83
*** TOTAL REVENUES ***	1,535,334.86	0.00	0.00	1,455,998.86	0.00	79,336.00	94.83
<u>EXPENDITURE SUMMARY</u>							
01-GENERAL	1,434,880.77	0.00	0.00	0.00	155,979.29	1,278,901.48	10.87
07-FIRE OPERATIONS	79,336.00	0.00	0.00	79,336.00	0.00	0.00	100.00
08-LIBRARY	21,118.09	2,027.71	0.00	19,291.57	1,532.78	293.74	98.61
*** TOTAL EXPENDITURES ***	1,535,334.86	2,027.71	0.00	98,627.57	157,512.07	1,279,195.22	16.68
** REVENUE OVER (UNDER) EXPENDITURES **	0.00	(2,027.71)	0.00	1,357,371.29	(157,512.07)	(1,199,859.22)	0.00

C I T Y O F C H I C K A S H A
 FINANCIAL STATEMENT (UNAUDITED)
 AS OF: APRIL 30TH, 2022

52 -CAPITAL PROJECTS FUND
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 83.33

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
OIL & GAS	20,000.00	3,847.06	0.00	36,900.41	0.00	(16,900.41)	184.50
MISC REVENUES	474,515.00	0.00	0.00	474,514.99	0.00	0.01	100.00
INTEREST	10,000.00	0.00	0.00	2,077.88	0.00	7,922.12	20.78
PRIOR YEAR FUND BALANCE C	<u>1,246,341.22</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1,246,341.22</u>	<u>0.00</u>
*** TOTAL REVENUES ***	<u>1,750,856.22</u>	<u>3,847.06</u>	<u>0.00</u>	<u>513,493.28</u>	<u>0.00</u>	<u>1,237,362.94</u>	<u>29.33</u>
<u>EXPENDITURE SUMMARY</u>							
CAPITAL PROJECTS	<u>1,750,856.22</u>	<u>5,029.00</u>	<u>0.00</u>	<u>557,539.10</u>	<u>0.00</u>	<u>1,193,317.12</u>	<u>31.84</u>
*** TOTAL EXPENDITURES ***	<u>1,750,856.22</u>	<u>5,029.00</u>	<u>0.00</u>	<u>557,539.10</u>	<u>0.00</u>	<u>1,193,317.12</u>	<u>31.84</u>
** REVENUE OVER (UNDER) EXPENDITURES **	<u>0.00</u>	<u>(1,181.94)</u>	<u>0.00</u>	<u>(44,045.82)</u>	<u>0.00</u>	<u>44,045.82</u>	<u>0.00</u>

C I T Y O F C H I C K A S H A
FINANCIAL STATEMENT (UNAUDITED)
AS OF: APRIL 30TH, 2022

53 -CIP-DEDICATED SALES TAX
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 83.33

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
TRANSFER OTHER FUNDS-EQU	2,615,000.00	280,798.82	0.00	2,466,376.11	0.00	148,623.89	94.32
INTEREST	7,500.00	0.00	0.00	6,815.12	0.00	684.88	90.87
PRIOR YEAR FUND BALANCE C	<u>135,149.31</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>135,149.31</u>	<u>0.00</u>
*** TOTAL REVENUES ***	<u>2,757,649.31</u>	<u>280,798.82</u>	<u>0.00</u>	<u>2,473,191.23</u>	<u>0.00</u>	<u>284,458.08</u>	<u>89.68</u>
<u>EXPENDITURE SUMMARY</u>							
53-DEDICATED SALE TAX-GG	<u>2,757,649.31</u>	<u>96,774.06</u>	<u>0.00</u>	<u>1,068,066.76</u>	<u>0.00</u>	<u>1,689,582.55</u>	<u>38.73</u>
*** TOTAL EXPENDITURES ***	<u>2,757,649.31</u>	<u>96,774.06</u>	<u>0.00</u>	<u>1,068,066.76</u>	<u>0.00</u>	<u>1,689,582.55</u>	<u>38.73</u>
** REVENUE OVER (UNDER) EXPENDITURES **	<u>0.00</u>	<u>184,024.76</u>	<u>0.00</u>	<u>1,405,124.47</u>	<u>0.00</u>	<u>(1,405,124.47)</u>	<u>0.00</u>

C I T Y O F C H I C K A S H A
 FINANCIAL STATEMENT (UNAUDITED)
 AS OF: APRIL 30TH, 2022

54 -STREET AND ALLEY FUND
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 83.33

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
STATE TAX	30,000.00	1,933.11	0.00	24,025.11	0.00	5,974.89	80.08
OTHER TAX	125,000.00	8,477.05	0.00	105,945.06	0.00	19,054.94	84.76
INTEREST	600.00	0.00	0.00	333.90	0.00	266.10	55.65
PRIOR YEAR FUND BALANCE C	<u>32,262.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>32,262.00</u>	<u>0.00</u>
*** TOTAL REVENUES ***	<u>187,862.00</u>	<u>10,410.16</u>	<u>0.00</u>	<u>130,304.07</u>	<u>0.00</u>	<u>57,557.93</u>	<u>69.36</u>
<u>EXPENDITURE SUMMARY</u>							
09-STREET & STORM	<u>187,862.00</u>	<u>0.00</u>	<u>0.00</u>	<u>20,000.00</u>	<u>0.00</u>	<u>167,862.00</u>	<u>10.65</u>
*** TOTAL EXPENDITURES ***	<u>187,862.00</u>	<u>0.00</u>	<u>0.00</u>	<u>20,000.00</u>	<u>0.00</u>	<u>167,862.00</u>	<u>10.65</u>
** REVENUE OVER (UNDER) EXPENDITURES **	<u>0.00</u>	<u>10,410.16</u>	<u>0.00</u>	<u>110,304.07</u>	<u>0.00</u>	<u>(110,304.07)</u>	<u>0.00</u>

C I T Y O F C H I C K A S H A
FINANCIAL STATEMENT (UNAUDITED)
AS OF: APRIL 30TH, 2022

56 -CEMETERY CARE
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 83.33

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
CEMETERY	35,000.00	3,610.00	0.00	27,758.13	0.00	7,241.87	79.31
INTEREST	6,500.00	0.00	0.00	1,225.34	0.00	5,274.66	18.85
PRIOR YEAR FUND BALANCE C	133,500.00	0.00	0.00	0.00	0.00	133,500.00	0.00
*** TOTAL REVENUES ***	175,000.00	3,610.00	0.00	28,983.47	0.00	146,016.53	16.56
	=====	=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
06-CEMETERY MAINT.-C	175,000.00	0.00	0.00	0.00	0.00	175,000.00	0.00
*** TOTAL EXPENDITURES ***	175,000.00	0.00	0.00	0.00	0.00	175,000.00	0.00
	=====	=====	=====	=====	=====	=====	=====
** REVENUE OVER (UNDER) EXPENDITURES **	0.00	3,610.00	0.00	28,983.47	0.00	(28,983.47)	0.00
	=====	=====	=====	=====	=====	=====	=====

CITY OF CHICKASHA
FINANCIAL STATEMENT (UNAUDITED)
AS OF: APRIL 30TH, 2022

61 -WATER METER FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 83.33

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
INTEREST	1,500.00	0.00	0.00	468.15	0.00	1,031.85	31.21
*** TOTAL REVENUES ***	1,500.00	0.00	0.00	468.15	0.00	1,031.85	31.21
<u>EXPENDITURE SUMMARY</u>							
36-LINE MAINTENANCE-BT	1,500.00	0.00	0.00	0.00	0.00	1,500.00	0.00
*** TOTAL EXPENDITURES ***	1,500.00	0.00	0.00	0.00	0.00	1,500.00	0.00
** REVENUE OVER (UNDER) EXPENDITURES **	0.00	0.00	0.00	468.15	0.00	(468.15)	0.00

C I T Y O F C H I C K A S H A
 FINANCIAL STATEMENT (UNAUDITED)
 AS OF: APRIL 30TH, 2022

64 -POLICE BOND FUND
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 83.33

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
POLICE FINES	228,000.00	11,050.16	0.00	115,325.58	0.00	112,674.42	50.58
INTEREST	100.00	0.00	0.00	128.22	0.00	(28.22)	128.22
PRIOR YEAR FUND BALANCE C	<u>11,750.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>11,750.00</u>	<u>0.00</u>
*** TOTAL REVENUES ***	<u>239,850.00</u>	<u>11,050.16</u>	<u>0.00</u>	<u>115,453.80</u>	<u>0.00</u>	<u>124,396.20</u>	<u>48.14</u>
<u>EXPENDITURE SUMMARY</u>							
03-POLICE DEPARTMENT-PS	<u>239,850.00</u>	<u>14,201.58</u>	<u>0.00</u>	<u>105,237.17</u>	<u>0.00</u>	<u>134,612.83</u>	<u>43.88</u>
*** TOTAL EXPENDITURES ***	<u>239,850.00</u>	<u>14,201.58</u>	<u>0.00</u>	<u>105,237.17</u>	<u>0.00</u>	<u>134,612.83</u>	<u>43.88</u>
** REVENUE OVER (UNDER) EXPENDITURES **	<u>0.00</u>	<u>(3,151.42)</u>	<u>0.00</u>	<u>10,216.63</u>	<u>0.00</u>	<u>(10,216.63)</u>	<u>0.00</u>

C I T Y O F C H I C K A S H A
 FINANCIAL STATEMENT (UNAUDITED)
 AS OF: APRIL 30TH, 2022

68 -WATER RESOURCE FUND
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 83.33

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
UTILITY SERVICE	75,000.00	2,673.20	0.00	61,138.20	0.00	13,861.80	81.52
INTEREST	1,000.00	0.00	0.00	1,251.39	0.00	(251.39)	125.14
PRIOR YEAR FUND BALANCE C	<u>474,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>474,000.00</u>	<u>0.00</u>
*** TOTAL REVENUES ***	<u>550,000.00</u>	<u>2,673.20</u>	<u>0.00</u>	<u>62,389.59</u>	<u>0.00</u>	<u>487,610.41</u>	<u>11.34</u>
<u>EXPENDITURE SUMMARY</u>							
68-WATER RESOURCES	<u>550,000.00</u>	(<u>15.52</u>)	<u>0.00</u>	<u>325.06</u>	<u>0.00</u>	<u>549,674.94</u>	<u>0.06</u>
*** TOTAL EXPENDITURES ***	<u>550,000.00</u>	(<u>15.52</u>)	<u>0.00</u>	<u>325.06</u>	<u>0.00</u>	<u>549,674.94</u>	<u>0.06</u>
** REVENUE OVER (UNDER) EXPENDITURES **	<u>0.00</u>	<u>2,688.72</u>	<u>0.00</u>	<u>62,064.53</u>	<u>0.00</u>	(<u>62,064.53</u>)	<u>0.00</u>

C I T Y O F C H I C K A S H A
 FINANCIAL STATEMENT (UNAUDITED)
 AS OF: APRIL 30TH, 2022

71 -COMBINED INSURANCE
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 83.33

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
INSURANCE	1,278,171.00	62,479.56	0.00	1,631,617.83	0.00 (	353,446.83)	127.65
MISC REVENUES	0.00	0.00	0.00	44,241.89	0.00 (	44,241.89)	0.00
TRANSFER OTHER FUNDS-EQU	0.00	0.00	0.00	51,828.41	0.00 (	51,828.41)	0.00
INTEREST	5,000.00	0.00	0.00	3,949.84	0.00	1,050.16	79.00
*** TOTAL REVENUES ***	1,283,171.00	62,479.56	0.00	1,731,637.97	0.00 (	448,466.97)	134.95
	=====	=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
71-COMBINED INSURANCE-CR	1,283,171.00	89,682.81	0.00	1,446,670.42	9,971.70 (	173,471.12)	113.52
*** TOTAL EXPENDITURES ***	1,283,171.00	89,682.81	0.00	1,446,670.42	9,971.70 (	173,471.12)	113.52
	=====	=====	=====	=====	=====	=====	=====
** REVENUE OVER (UNDER) EXPENDITURES **	0.00 (	27,203.25)	0.00	284,967.55 (	9,971.70) (	274,995.85)	0.00
	=====	=====	=====	=====	=====	=====	=====

C I T Y O F C H I C K A S H A
 FINANCIAL STATEMENT (UNAUDITED)
 AS OF: APRIL 30TH, 2022

72 -COMPENSATED ABSENCES FUND
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 83.33

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
INSURANCE	123,322.00	0.00	0.00	92,369.98	0.00	30,952.02	74.90
INTEREST	0.00	0.00	0.00	49.01	0.00	(49.01)	0.00
*** TOTAL REVENUES ***	123,322.00	0.00	0.00	92,418.99	0.00	30,903.01	74.94
<u>EXPENDITURE SUMMARY</u>							
72-COMPENSATED ABSENCES	123,322.00	14,395.41	0.00	209,301.45	0.00	(85,979.45)	169.72
*** TOTAL EXPENDITURES ***	123,322.00	14,395.41	0.00	209,301.45	0.00	(85,979.45)	169.72
** REVENUE OVER (UNDER) EXPENDITURES **	0.00	(14,395.41)	0.00	(116,882.46)	0.00	116,882.46	0.00



City of
CHICKASHA

Meeting Type: Council Agenda 5-16-2022

Meeting Date: 5/16/2022

Department: Finance

Agenda Item No. 4.d.

AGENDA ITEM: Acceptance of Resolution 2022-14R amending the FY 21-22 Budget.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Acceptance of Resolution 2022-14R amending the FY 21-22 Budget.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Cindy Rogers, Finance Director	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: May 16, 2022	(From)		

V. ATTACHMENTS:

1. Res. 2022-14R Budget Amendment
2. Exhibits A & B - Res. 2022-14R

RESOLUTION NO. 2022-14R

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF CHICKASHA,
GRADY COUNTY, STATE OF OKLAHOMA, AMENDING THE CITY OF
CHICKASHA ADOPTED BUDGET FOR FISCAL YEAR 2021-22**

WHEREAS, pursuant to the Oklahoma Municipal Budget Act, 11 O.S. Section 17-201 through 17-216, all steps in the process of developing the City's Budget for FY 2021-22 were followed, culminating the adoption of the Budget by the Mayor and Council on June 21, 2022; and

WHEREAS, Sections 17-215 and 17-216 of the Oklahoma Municipal Budget Act specifically authorizes amendments to the adopted budget; and

WHEREAS, the Mayor and Council have determined a need to amend the adopted budget; and

NOW THEREFORE, be it resolved by the Mayor and Council of the City of Chickasha, Grady County, Oklahoma, that:

Section 1. The adopted FY 2021-22 Budget for the General Fund #20 is hereby amended and attached hereto as "Exhibit A"; and
FY 2021-22 Budget for the Combined Insurance Fund #72 is hereby amended and attached hereto as "Exhibit B".

This Resolution shall be in full force and effect from and after the passage and approval by the Mayor and Council of the City of Chickasha, Grady County, Oklahoma.

Adopted this 16th day of May, 2022.

Chris Mosley, Mayor

ATTEST:

Susan M. McDaniel, City Clerk

(SEAL)

Exhibit A
CITY OF CHICKASHA

BUDGET AMENDMENT FORM

<u> X </u> INCREASE	<u> </u> DECREASE	<u> </u> TRANSFER
-----------------------	------------------------	------------------------

Fund: DONATION
Fund No.: 20
Amendment No.: 10
Fiscal Year: 2021-2022

Account #	Account Name	Estimated Revenue(s)		Appropriation(s)	
		Increase	Decrease	Increase	Decrease
4310-002	FIRE DONATIONS	1,000.00			
520-5310-012	FIRE/EMS			1,000.00	
TOTALS		1,000.00	-	1,000.00	-

EXPLANATION: Donation from Walmart
--

Approved by City Manager:

_____ Date _____ Signature

Approved by City Council:

_____ Date _____ Signature

Exhibit B

CITY OF CHICKASHA

BUDGET AMENDMENT FORM

<u> X </u> INCREASE	<u> </u> DECREASE	<u> </u> TRANSFER
-----------------------	------------------------	------------------------

Fund: COMPENSATED ABSENCES

Fund No.: 72

Amendment No.: 1

Fiscal Year: 2021-2022

Account #	Account Name	Estimated Revenue(s)		Appropriation(s)	
		Increase	Decrease	Increase	Decrease
4010-011.5	GENERAL-COMP ABSENCES	74,500.00			
4010-023.5	EMS-COMP ABSENCES	17,500.00			
572-5101-006	COMPENSATED ABSENCES			90,500.00	
572-5102-004	FICA			1,500.00	
TOTALS		92,000.00	-	92,000.00	-

EXPLANATION:

Compensation of Absences more than anticipated

Approved by City Manager:

Date _____ Signature _____

Approved by City Council:

Date _____ Signature _____



City of
CHICKASHA

Meeting Type: Council Agenda 5-16-2022

Meeting Date: 5/16/2022

Department: City Clerk

Agenda Item No. 6.a.

AGENDA ITEM: Discussion, consideration and possible action to approve a contract with the YMCA for operation of the municipal swimming pool for the 2022 season.

I. BACKGROUND/DESCRIPTION:

- YMCA staffs and operates the municipal swimming pool via the agreement.
- City retains pool maintenance expenses.
- YMCA retains all revenues to offset its cost for staffing, safety, and janitorial costs.
- Contract does reflect \$5.00 cost for pool use for non-YMCA members.
- Operational dates would be June 1, 2022 through August 31, 2022.
- YMCA does reserve the right to close operations for health and safety reasons, including those related to Covid-19.
-

II. RECOMMENDED ACTION:

Approve Contract with YMCA as presented.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Susan M. McDaniel, City Clerk	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: May 2, 2022	(From)		

V. ATTACHMENTS:

1. YMCA Pool Contract 2022

CONTRACT

CONTRACT BETWEEN THE CITY OF CHICKASHA AND THE YMCA OF GREATER OKLAHOMA CITY THROUGH ITS CHICKASHA AREA YMCA BRANCH FOR THE OPERATION OF THE MUNICIPAL SWIMMING POOL FOR THE 2022 SEASON.

1. The YMCA will hire certified lifeguards and pool manager to properly manage the Chickasha City Pool for the recreational swimming for the summer of 2022. All lifeguards are to be YMCA certified or equivalent. When the manager is not on site, a YMCA employee will be named to be in charge.
2. Inclusive dates shall be from June 1, 2022, through August 31, 2022 for recreational swim purposes. To provide training time, pool may be used by YMCA staff as soon as it is operational as determined by the City Manager.
3. Hours shall be set by the YMCA but shall be open to accommodate the public as much as possible. These hours will be subject to change if necessary for reasonable cause.
4. The YMCA will be allowed to use the pool after 6:00 p.m. for swim lessons and for other purposes. The pool shall be closed to the public after 10:00 p.m. YMCA employees only will be allowed in the pool area after 10:00 p.m. and only for cleaning purposes.
5. A fee of \$5.00 will be charged for each non-YMCA member who comes to the pool to swim. YMCA members will have access to the pool during recreational swim at no cost. A hand stamp or similar procedure will be used to enable the person(s) to leave the pool and return in the same day without being charged again. This fee shall be subject to change at the discretion of the YMCA, as it deems necessary to raise additional revenue during the summer to meet expenses.
6. The YMCA shall be granted exclusive morning use of the pool for aquatic programming Monday through Friday until the pool opens in the afternoon for recreational swimming for the general public.
7. The YMCA will develop other schedules for special groups and special activities.
8. The YMCA may schedule groups in the pool for late evening classes or parties (6:00 p.m. - 10:00 p.m.). YMCA lifeguards and swim staff must be on duty when these groups use the pool.
9. The YMCA may collect a reasonable pool rental fee from the groups using the pool during non-scheduled hours.
10. The City of Chickasha will be responsible for:
 - a. Pool repairs and painting pool
 - b. Mowing

- c. Inspect the pool at least once per week for compliance.
- d. Water, Electricity and mechanical equipment

11. The YMCA will be responsible for:

- a. Cleaning - Pool must be vacuumed everyday.
- b. Restrooms shall be cleaned daily before anyone is allowed to use the pool and checked every two hours while the pool is open for cleanliness and supplies. Deck area and gutters shall be cleaned daily. Toilet paper holders must stay stocked.
- c. YMCA shall provide all toilet paper, trash bags, trash cans and other normal cleaning supplies, YMCA staff will be responsible for the daily cleaning of entire aquatic facility.
- d. Treating of water. Daily and hourly attention must also be given to pump room and the mechanical equipment.
- e. Test of water (YMCA will send a copy of testing results to the Chickasha Parks Department no later than Monday following each week's testing)
- f. Notify the City of Chickasha Park Department before running out of any chemicals.
- g. Closing of the pool if at any time the water does not meet Health Department standards.
- h. Graffiti is vandalism and must be removed within 24 hours. At no time will YMCA employees write or draw on any surface inside or outside of the pool or allow pool visitors to do it.
- i. Daily operational checks of the pool facility must be made to ensure safe and healthy swimming conditions for bathers. These checks not only include water quality monitoring, but inspection of the physical facilities and pool equipment. Daily attention must also be given to bather supervision and environmental conditions.
- j. Observe water clarity in the pool. If the main drain, bottom and sidewalls are not easily visible, close the pool until the clarity recovers.
- k. Monitor pH and disinfectant levels sufficiently during periods of use to ensure they are maintained within required levels and record the results on log sheets. It is recommended that a minimum of three tests per day for chlorine/bromine be taken for moderate use.

12. WEEKLY OPERATIONAL CHECKS

Weekly operational checks of the swimming pool facility are needed to ensure that safety equipment is in working order and that water quality conditions are within proper bounds.

13. The City of Chickasha will not provide trash pickup. Trash can be taken to trash dumpsters located in parking lot across from pool daily and emptied by pool staff. All trash shall be bagged and tops tied securely. The YMCA will provide litter pick-up inside and outside the pool area to assure a clean and neat facility which includes the parking lot.
14. The YMCA has insurance coverage under its policy for liability/medical coverage, in the event such protection becomes necessary during the YMCA's operation of the pool during the 2022 season.
15. Due to the hazards related to pool chemicals the YMCA will comply with all safety requirements set forth by the City of Chickasha, Oklahoma Departments of Labor and Health and OSHA including all employee training.
16. The YMCA will comply with Oklahoma Department of Health Regulations Chapter 315 "Public Bathing Place Facility Standards" and Chapter 320 "Public Bathing Place Regulations".
17. All revenues generated from gate admission, swim lessons, pool parties, and all other revenue producing practices will be credited to the YMCA to cover operational expenses including but not limited to staff wages, staff training, and supplies
18. Should it become necessary for either the YMCA or the City of Chickasha to terminate this agreement, a minimum of two weeks notice shall be given in writing by either party.
19. Final contract approval between the City of Chickasha and the YMCA shall be subject to approval by the City of Chickasha and the YMCA of Greater Oklahoma City association office.

City of Chickasha contact information:

Tyler Brooks
Office: 405-222-6045

In witness thereof, the parties hereto have caused this agreement to be executed this _____ day of _____, 2022.

CITY OF CHICKASHA

YMCA of Greater Oklahoma City

Chris Mosley, Mayor

David A. Warde, CFO

ATTEST:

Susan M. McDaniel, City Clerk

Notary

My commission expires:_____

(SEAL)



City of
CHICKASHA

Meeting Type: Council Agenda 5-16-2022

Meeting Date: 5/16/2022

Department: Fire Department

Agenda Item No. 6.b.

AGENDA ITEM: Discussion, consideration and possible action to authorize the purchase of 10 L3 Technology handheld radios with lapel microphones to be reimbursed by the Grady County 522 District not to exceed \$40,845.00

I. BACKGROUND/DESCRIPTION:

On 4/26/22 the Grady County 522 EMS District approved to reimburse the City of Chickasha for the purchase of 10 handheld portable radios for fire personnel. These radios will be used to supply our 6 new hires with radios and give us extras in the event of a major event in Chickasha. These radios are dual band radios meaning that we will be able to communicate on our band or in the county with their radio band increasing safety and communications for our personnel.

II. RECOMMENDED ACTION:

Staff recommends authorizing the purchase of 10 portable handheld radios with lapel microphones not to exceed the amount of \$40,845.00 that will be reimbursed by the Grady County 522 EMS District.

III. FISCAL INFORMATION - This purchase will be reimbursed by the Grady County 522 EMS District.

IV. FUND INFORMATION:

Dept. Director: Tony Samaniego, Fire Chief	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: May 2, 2022	(From) 23-5502-6300-033		\$40,845

V. ATTACHMENTS:

1. APX 6000XE Single-Band Portable Radio
2. Chickasha Fire Department_XL-200P with Trade In_05022022
3. QUOTE-1753728-1CFDAPXPortableQuote
4. Est_1842_from_SMITH_TWO_WAY_RADIO_INC._25808
5. VP6000
6. Sourcewell- Discount Structure
7. Chickasha FD - L3H XL Radios Overview

APX™ 6000XE SINGLE-BAND PORTABLE RADIO



From day one, the APX 6000XE P25 two-way portable radio has met agencies' most demanding performance expectations. It delivers trusted performance in a single-band solution without compromising on the extreme form factor or features that are required for routine activities and emergencies. Now, as the ever increasing needs of public safety personnel grow, we are evolving the APX 6000XE to support new technologies like Wi-Fi®, Adaptive Audio Engine, and Bluetooth® 4.0 wireless technology.

VOICE AND DATA, ALL AT ONCE

Update your radio fleet without interrupting voice communications with secure Wi-Fi. This dramatically improves the speed of configuring new codeplugs, firmware and software features over-the-air via Radio Management*. Agencies can pre-provision up to 20 secure Wi-Fi hotspots so personnel can easily access updates at the facility or in the field.

HEAR AND BE HEARD

The APX 6000XE is equipped with a 3-watt speaker, 3 integrated microphones and Adaptive Audio Engine. This changes the level of noise suppression, microphone gain, windproofing and speaker equalization to produce clear and loud audio in any environment.

EMERGENCY FIND ME

Bluetooth 4.0 places a wide range of wireless accessories at your disposal and provides personnel with an added level of security by improving response time in emergencies. With Emergency Find Me, a Bluetooth-enabled beacon signal guides other Bluetooth-enabled APX radios within range to assist the user in distress.

CLEAR IN-MASK COMMUNICATIONS

With Bluetooth 4.0 standard on all APX XE radios, we are able to partner with SCBA industry leaders to provide in-mask communications so you can clearly hear and be heard. Collaborations with both MSA and Scott Safety allow us to deliver intelligible voice and data communications.



SEAMLESS ON-SCENE COMMUNICATION

Ensure fast and seamless communication and collaboration across all responders arriving on a scene. Mission Critical Geofence automatically changes a radio's active talkgroup based on its GPS location and an agency-defined virtual barrier. For example, an incident commander can create a geofence around the 3-block radius of a burning building so that all arriving military personnel are automatically placed in the same talkgroup.

IMPROVE SAFETY WITH REAL-TIME DATA

APX Personnel Accountability Application allows incident command personnel to quickly and accurately account for first responders with APX radios roll call and an interactive GUI. This real-time information allows you to maintain control of a chaotic fireground.





SPECIFICATIONS

RF BANDS

- 700/800 MHz, VHF, UHF Range 1 & UHF Range 2
- 9600 Baud Digital APCO P25 Phase 1 FDMA and Phase 2 TDMA Trunking
- 3600 Baud SmartNet®, SmartZone®, SmartZone, Omnilink Trunking
- Digital APCO 25, Conventional, Analog MDC 1200, Quick Call II System Configurations Narrow and Wide Bandwidth Digital Receiver (6.25 kHz Equivalent/25/20/12.5 KHz)

STANDARD FEATURES

- Mission Critical Wireless Bluetooth 4.0 (LE)¹
- Emergency Find Me¹
- IP68 (2m/4hr), Mil Std 512.X Delta - T
- Listed by UL to the standards ANSI/TIA 4950-A and CAN/CSA C22.2 NO. 157-92 Classification Rating: Class I, Division 1, Groups C, D; Class II, Division 1, Group E, F, G; Class III, Hazardous (Classified) Locations. ANSI/ISA 12.12.01-2015 and CAN/CSA C22.2 No. 213-15; Class I, Division 2, Groups A, B, C, D; T3C. Tamb = -25 °C to +60 °C. When used with Motorola Battery: NNTN8921A NNTN8930A (Standard on XE) 7.4V
- ASTRO 25 Integrated Voice & Data
- Integrated GPS/GLONASS for Outdoor Location Tracking
- Intelligent Priority Scan
- Voice Announcements
- Instant Recall
- ISSI 8000 Roaming
- Radio Profiles
- Dynamic Zone
- Intelligent Lighting

- Single-Key ADP Encryption
- IMPRES 2 Battery (NNTN8930)
- Text Message
- Software Key

PROGRAMMING

- Utilizes Windows 7 & 8 Customer Programming Software (CPS) with Radio Management²

ADAPTIVE AUDIO ENGINE (OPTIONAL)

- 3 Watt Speaker with Adaptive Equalization
- Adaptive Dual-Sided Operation
- Adaptive Noise Suppression Intensity
- Adaptive Gain Control
- Adaptive Windporting

OPTIONAL FEATURES

- Wi-Fi 802.11 b/g/n
- Data Modem Tethering
- RFID Volume Knob
- Multi-key for 128 keys and Multi-Algorithm
- Programming Over Project 25 (OTAP)
- Over the Air Rekey (OTAR)
- Digital Tone Signaling
- LEX L10 Collaboration
- P25 Authentication
- Man Down Sensor
- High Impact Green and Public Safety Yellow Colored Housing Options

¹ Per the FCC Narrowbanding rules, new products (APX6000XE UHF1, UHF2) submitted for FCC certification after January 1, 2011 are restricted from being granted certification at 25 kHz for United States - State & Local Markets only.
² CPS version R12.00.00 and greater ordered after June 2014 will only support Windows 7 and 8

TRANSMITTER - TYPICAL PERFORMANCE SPECIFICATIONS

		700/800	VHF	UHF Range 1	UHF Range 2
Frequency Range/Bandsplits	700 MHz 800 MHz	763-776, 793-806 MHz 806-824, 851-870 MHz	136-174 MHz	380-470 MHz	450-520 MHz
Channel Spacing		25/20/12.5 kHz	25/20/12.5 kHz	25/20/12.5 kHz	25/20/12.5 kHz
Maximum Frequency Separation		Full Bandsplit	Full Bandsplit	Full Bandsplit	Full Bandsplit
Rated RF Output Power Adj ¹		1-3 W Max	1-6 W Max	1-5 W Max	1-5 W
Frequency Stability ¹ (-30 °C to +60 °C; +25 °C Ref.)		±0.00010 %	±0.00010 %	±0.00010 %	±0.00010 %
Modulation Limiting ¹		±5 kHz / ±4 kHz / ±2.5 kHz	±5 kHz / ±4 kHz / ±2.5 kHz	±5 kHz / ±4 kHz / ±2.5 kHz	±5 kHz / ±4 kHz / ±2.5 kHz
Emissions (Conducted and Radiated) ¹		-75 dB	-75 dB	-75 dB	-75 dB
Audio Response ¹		+1, -3 dB	+1, -3 dB	+1, -3 dB	+1, -3 dB
FM Hum & Noise	25K 12.5k	-52 dB -47 dB	-55 dB -50 dB	-52 dB -47 dB	-52 dB -46 dB
Audio Distortion ¹	700 MHz 800 MHz	1.00 %	1.00 %	1.00 %	1.00 %

¹ Measured in the analog mode per TIA / EIA 603 under nominal conditions

BATTERIES FOR APX 6000XE				
Battery Capacity / Type	Dimensions (HxWxD)	Weight	Battery Part Number	Battery Capacity
Li-Ion IMPRES 2 3400mAh	3.4" x 2.3" x 1.7"	6.5 oz	PMNN4486	3400 mAh
Li-Ion IMPRES 2 4850mAh	5" x 2.3" x 1.7"	11.0 oz	PMNN4487	4850 mAh
Li-Ion IMPRES 2 5100mAh	5" x 2.3" x 1.7"	11.0 oz	PMNN4494	5100 mAh
Li-Ion IMPRES 2 2650 mAh ¹	3.4" x 2.3" x 1.7"	5.7 oz	NNTN8930	2650 mAh
Li-Ion IMPRES 2 4500mAh	5" x 2.3" x 1.7"	11.0 oz	NNTN8921	4500 mAh
Li-Ion IMPRES 2, 3100 mAh, TIA 4950-A, IP68	3.4" x 2.3" x 1.7"	7.1 oz	PMNN4547	3100 mAh

¹ The standard shipping battery for the APX 6000XE

RADIO MODELS			
	MODEL 1.5	MODEL 2.5	MODEL 3.5
Display	Full bitmap monochromatic LCD top display 1 line text x 8 characters 1 line of icons No menu support Multi-color backlight	Top display plus: Full bitmap color LCD display 4 lines of text x 14 characters 2 lines of icons 1 menu line x 3 menus White backlight	Top display plus: Full bitmap color LCD display 4 lines of text x 14 characters 2 lines of icons 1 menu line x 3 menus White backlight
Keypad	none	Backlit keypad 3 soft keys 4 direction Navigation key Home and Data buttons	Backlit keypad 3 soft keys 4 direction Navigation key 4x3 keypad Home and Data buttons
Channel Capacity ¹	96	1000	1000
FLASHport Memory	64 MB	64 MB	64 MB
700/800 MHz (763-870 MHz)	H98UCD9PW5BN	H98UCF9PW6BN	H98UCH9PW7BN
VHF (136-174 MHz)	H98KGD9PW5BN	H98KGF9PW6BN	H98KGH9PW7BN
UHF Range 1 (380-470 MHz)	H98QDD9PW5BN	H98QDF9PW6BN	H98QDH9PW7BN
UHF Range 2 (450-520 MHz)	H98SDD9PW5BN	H98SDF9PW6BN	H98SDH9PW7BN
Buttons & Switches	Large PTT button ■ Angled On/Off volume control ■ Orange emergency button ■ 16 position top-mounted rotary switch ■ 2-position concentric switch ■ Multi-color backlight ■ 3-position toggle switch ■ 3 programmable side buttons		

Regulatory Information		
	FCC ID	Industry Canada
700/800 (764-869 MHz)	AZ489FT7086	109U-89FT7086
VHF (136-174 MHz)	AZ489FT7087	109U-89FT7087
UHF Range 1 (380-470 MHz)	AZ489FT7077	109U-89FT7077
UHF Range 2 (420-520 MHz)	AZ489FT7085	109U-89FT7085
FCC Emissions Designators		
FCC Emissions Designators	11K0F3E, 16K0F3E, 8K10F1D, 8K10F1E, 8K10F1W, 20K0F1E ²	
Power Supply		
Power Supply	One rechargeable Li-Ion IMPRES 2 2650 mAh Battery Standard (NNTN8930), with alternate battery options available.	

¹ Enhancement package available
² Per the FCC Narrowbanding rules, new products (APX6000 UHF R1, UHF R2) submitted for FCC certification after January 1, 2011 are restricted from being granted certification at 25KHz for United States - State & Local Markets only.

RECEIVER - TYPICAL PERFORMANCE SPECIFICATIONS					
		700/800	VHF	UHF Range 1	UHF Range 2
Frequency Range/Bandsplits	700 MHz 800 MHz	763-776 MHz 851-870 MHz	136-174 MHz	380-470 MHz	450-520 MHz
Channel Spacing		25/20/12.5 kHz	25/20/12.5 kHz	25/20/12.5 kHz	25/20/12.5 kHz
Maximum Frequency Separation		Full Bandsplit	Full Bandsplit	Full Bandsplit	Full Bandsplit
Audio Output Power at Rated ¹		500 mW	500 mW	500 mW	500 mW
Analog Sensitivity ²	12 dB SINAD	0.25 µV	0.17 µV	0.224 µV	0.203 µV
Digital Sensitivity ³	1% BER (800 MHz)	0.375 µV	0.243 µV	0.298 µV	0.296 µV
	5% BER	0.24 µV	0.15 µV	0.200 µV	0.204 µV
Selectivity ¹	25 kHz channel	-76 dB	-78 dB	-77 dB	-76 dB
	12.5 kHz channel	-70 dB	-73 dB	-67 dB	-67 dB
Intermodulation		-80.1 dB	-80.2 dB	-80.3 dB	-80.2 dB
Spurious Rejection		-75 dB	-78 dB	-80.5 dB	-80.8 dB
FM Hum and Noise	25 kHz	-54 dB	-54.3 dB	-53.5 dB	-52.5 dB
	12.5 kHz	-79 dB	-50.1 dB	-47.5 dB	-47.3 dB
Audio Distortion at Rated ¹		0.90%	0.90%	0.70%	0.70%

1 Measured in the analog mode per TIA / EIA 603 under nominal conditions
2 Measured conductively in digital mode per TIA / EIA IS 102.CAAA under nominal conditions.
3 Accuracy specs are for long-term tracking (95th percentile values >5 satellites visible at a nominal -130 dBm signal strength).

PORTABLE MILITARY STANDARDS 810 C, D, E, F & G										
	MIL-STD 810C		MIL-STD 810D		MIL-STD 810E		MIL-STD 810F		MIL-STD 810G	
	Method	Proc./Cat.	Method	Proc./Cat.	Method	Proc./Cat.	Method	Proc./Cat.	Method	Proc./Cat.
Low Pressure	500.1	I	500.2	II	500.3	II	500.4	II	500.5	II
High Temperature	501.1	I, II	501.2	I/A1, II/A1	501.3	I/A1, II/A1	501.4	I/Hot, II/Basic Hot	501.5	I/A1, II/A2
Low Temperature	502.1	I	502.2	I/C3, II/C1	502.3	I/C3, II/C1	502.4	I/C3, II/C1	502.5	I/C3, II/C1
Temperature Shock	503.1	I	503.2	I/A1C3	503.3	I/A1C3	503.4	I	503.5	I/C
Solar Radiation	505.1	II	505.2	I	505.3	I	505.4	I	505.5	I/A1
Rain	506.1	I, II	506.2	I, II	506.3	I, II	506.4	I, III	506.5	I, III
Humidity	507.1	II	507.2	II	507.3	II	507.4	1 Proc	507.5	II/Aggravated
Salt Fog	509.1	I	509.2	I	509.3	I	509.4	1 Proc	509.5	1 Proc
Blowing Dust	510.1	I	510.2	I	510.3	I	510.4	I	510.5	I
Blowing Sand	1 Proc	1 Proc	510.2	II	510.3	II	510.4	II	510.5	II
Immersion	512.1	I	512.2	I	512.3	I	512.4	I	512.5	I
Vibration	514.2	VIII/F, Curve-W	514.3	I/10, II/3	514.4	I/10, II/3	514.5	I/24	514.6	I/24
Shock	516.2	I, III, V	516.3	I, V, VI	516.4	I, V, VI	516.5	I, V, VI	516.6	I, V, VI
Shock (Drop)	516.2	II	516.2	IV	516.4	IV	516.5	IV	516.6	IV



DIMENSIONS OF THE RADIOS WITHOUT BATTERY

Length	6.2 in	156 mm
Width Push-To-Talk button	2.4 in	61 mm
Depth Push-To-Talk button	1.4 in	36 mm
Width Top	3.3 in	84 mm
Depth Top	2.1 in	54 mm
Depth Bottom of Battery	1.2 in	32 mm
Weight of the radios without battery	13.7 oz	389 g

ENCRYPTION

Supported Encryption Algorithms	ADP, 256-bit AES, DES, DES-XL, DES-OFB, DVP-XL
Encryption Algorithm Capacity	8
Encryption Keys per Radio	Module capable of storing 1024 keys. Programmable for 64 Common Key Reference (CKR) or 16 Physical Identifier (PID)
Encryption Frame Re-sync Interval	P25 CAI 300 mSec
Encryption Keying	Key Loader
Synchronization	XL – Counter Addressing OFB – Output Feedback
Vector Generator	National Institute of Standards and Technology (NIST) approved random number generator
Encryption Type	Digital
Key Storage	Tamper protected volatile or non-volatile memory
Key Erasure	Keyboard command and tamper detection
Standards	FIPS 140-2 Level 3 FIPS 197

GPS/GPS/GNSS SPECIFICATIONS

Constellations	GPS & GLONASS
Tracking Sensitivity	-164 dBm
Accuracy ¹	<5 meters (95%)
Cold Start	<60 seconds (95%)
Hot Start	<5 seconds (95%)
Mode of Operation	Autonomous (Non-Assisted)

RUGGED SPECIFICATIONS

Leakage (submersion)	MIL-STD-810 C, D, E, F and G Method 512.X Procedure I, IP68 (2 meters, 4 hours)
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ENVIRONMENTAL SPECIFICATIONS

Operating Temperature ²	-30 °C to +60 °C
Storage Temperature ²	-50 °C to +85 °C
Humidity Per MIL-STD	ESD IEC 801-2 KV
Water and Dust Intrusion	IP68 (2 meters, 4 hours)

HOUSING COLOR

Black (Standard), Public Safety Yellow, and High Impact Green

¹ Measured conductively in analog mode per TIA / EIA 603 under nominal conditions

² Temperatures listed are for radio specifications. Battery storage is recommended at 25 °C, ±5 °C to ensure best performance.

EMISSION DESIGNATORS

LMR: 8K10F1D, 8K10F1E, 8K10F1W, 11K0F3E, 16K0F3E, 20K0F1E

Bluetooth: 852KF1D, 1M17F1D, 1M19F1D, 1M04F1D

WLAN (Wi-Fi): 13M7G1D, 17M0D1D, 18M1D1D

WIRELESS CONNECTIVITY AND SECURITY

Frequency Range/Bandsplits:

Bluetooth: 2402 - 2480 MHz, WLAN (Wi-Fi): 2400 - 2483.5 MHz

WLAN (Wi-Fi) 802.11 b/g/n supports WPA-2, WPA, WEP security protocols; radio can be pre-provisioned with up to 20 SSIDs¹

Mission Critical Wireless Bluetooth 2.1 uses 96 bit encryption for pairing & 128 bit encryption for voice, signaling and data. The radio BT supports up to 6 data connections and 1 audio connection

Bluetooth 4.0 Low Energy uses 128-bit AES-CCM encryption

¹ 2400 - 2483.5 MHz for EMEA region and includes guardband.
Channels 1 – 11 used for FCC/IC region.



Motorola Solutions Ltd. Nova South, 160 Victoria Street, London, SW1E 5LB, UK. [motorolasolutions.com](https://www.motorolasolutions.com)

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Quote Name: Chickasha Fire Department_XL-200P with Trade In_05022022

Tony Samaniego
Deputy Chief
Chickasha Fire Department
1700 Harly Day Dr
Chickasha, OK 73018
405-222-6033
tony.samaniego@chickasha.org

Date: 5/2/2022 **Valid for 30 days**
Sales POC: Greg Kolsut
Sr. Specialist Account Manager
405-315-2741
Greg.Kolsut@L3Harris.com

L3Harris' Internal Use Only	
Quote by:	Jennifer Turner
CRM #	
CCC Case #	INC-000275738

Item	Part Number	Description	Qty	List Price	Discount	Sale Price	Extended Sale Price
XL-200 Portables							
10	XL-PFM1M	PORTABLE,XL-200P,FULL,MIDNT BLK,US	10	\$ 3,160.00	30%	\$ 2,212.00	\$ 22,120.00
20	XL-FW2X	OPERATION,LOAD NIFOG PERSONALITY	10	\$ 0.01	100%	\$ -	\$ -
30	XL-PL4F	FEATURE,P25 PHASE 2 TDMA	10	\$ 250.00	30%	\$ 175.00	\$ 1,750.00
40	XL-PL8Y	FEATURE, ENCRYPTION LITE	10	\$ 0.01	100%	\$ -	\$ -
50	XL-PL9E	FEATURE, SINGLE-KEY AES ENCRYPTION	10	\$ 0.01	100%	\$ -	\$ -
60	XL-PL4U	FEATURE, SINGLE-KEY DES ENCRYPTION	10	\$ 0.01	100%	\$ -	\$ -
70	XL-PKGPT	FEATURE PACKAGE,P25 TRUNKING	10	\$ 1,600.00	30%	\$ 1,120.00	\$ 11,200.00
80	XL-PKGF3	FEATURE PACKAGE,DUAL BAND VHF+7/800	10	\$ 1,100.00	30%	\$ 770.00	\$ 7,700.00
90	XL-PA3V	BATTERY,LI-ION,3100 MAH	10	\$ 150.00	30%	\$ 105.00	\$ 1,050.00
100	XL-NC5Z	ANTENNA,FLEX,HELICAL,136-870 MHZ	10	\$ 110.00	30%	\$ 77.00	\$ 770.00
110	XL-HC3L	BELT CLIP,METAL	10	\$ 30.00	30%	\$ 21.00	\$ 210.00
120	XL-AE3Z	EARPHONE,LAPEL MICROPHONE	10	\$ 65.00	30%	\$ 45.50	\$ 455.00
130	XL-CH6A	CHARGER, 1-BAY	10	\$ 180.00	30%	\$ 126.00	\$ 1,260.00
140	XL-AE2V	SPEAKER MIC, REVO NC2, C1D2	10	\$ 190.00	30%	\$ 133.00	\$ 1,330.00
		Radio Refresh Trade-In Allowance	10	\$ (700.00)		\$ (700.00)	\$ (7,000.00)

Lead time is subject to material availability at time of order

Total Sale Price \$40,845.00

Terms and Conditions:

- The Terms and Conditions are governed by the agreement between L3Harris Technologies and City of Norman, OK. Please reference MBP# 16075. Trade in reference MBP 544132.
- Storing battery packs is not recommended because the chemicals in the battery degrade over time and this affects the functionality of the battery. Improper storage of batteries may void warranty.
- Pricing does not include installation, programming, taxes or shipping (if applicable), unless otherwise noted. These items may be waived based on the terms and conditions which are applicable to this quote (Item 1) and could be subject to change.

Purchase Order requirements:

Purchase Order issued to L3Harris Technologies - PSC - 221 Jefferson Ridge Parkway - Lynchburg, VA 24501

The Purchase Order should include the following references:

Must include Quote Name and Date. If applicable, include MBP#.

All orders must contain valid model number, quantity, and price for each item.

Frequencies must be supplied with order if applicable.

Requested Delivery Date; If related to **Grant Funding**, important to provide Grant name, Agency, deadline and product receipt deadline, when applicable.

Shipping will default to Best Way ground, unless otherwise specific. Special shipping/delivery instructions (ex. Delivery lift gate required?) must be noted if applicable. Non Standard packing will be billed to the customer.

Bill to and Ship to addresses along with contact information must be included. Provide customer account number if readily available.

L3Harris DUNS#: 101474992; Cage Code: 1PNR4; Tax ID 34-0276860.



Sean Miller

CFD APX Portable Quote

05/10/2022

Billing Address:
CHICKASHA, CITY OF
1700 Harly Day Dr
Chickasha, Oklahoma 73018
United States

Quote Date:05/10/2022
Expiration Date:08/08/2022
Quote Created By:
Sean Miller
MR Accounts Manager
Sean.Miller@BearCom.com
4053886399

End Customer:
Sean Miller
Tony Samaniego
tony.samaniego@chickasha.org
405-222-6035

Contract: Sourcwell 042021-MOT
Payment Terms:30 NET

Sourcwell contract 042021-MOT
Terms: NET 30
State of OK Sourcwell Member ID: 3044

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 6000 Series	APX6000 XE				
1	H98UCF9PW6BN	APX6000 700/800 MODEL 2.5 PORTABLE	10	\$3,595.00	\$2,624.35	\$26,243.50
1a	QA02006AA	ENH: APX6000XE RUGGED RADIO	10	\$880.00	\$642.40	\$6,424.00
1b	QA01427AB	ALT: IMPACT GREEN HOUSING	10	\$28.00	\$20.44	\$204.40
1c	H38BT	ADD: SMARTZONE OPERATION	10	\$1,320.00	\$963.60	\$9,636.00
1d	Q806BM	ADD: ASTRO DIGITAL CAI OPERATION	10	\$567.00	\$413.91	\$4,139.10
1e	Q361AR	ADD: P25 9600 BAUD TRUNKING	10	\$330.00	\$240.90	\$2,409.00
1f	QA00580AC	ADD: TDMA OPERATION	10	\$495.00	\$361.35	\$3,613.50
1g	Q667BB	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	10	\$0.00	\$0.00	\$0.00



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1h	Q58AL	ADD: 3Y ESSENTIAL SERVICE	10	\$121.00	\$121.00	\$1,210.00
2	PMNN4547A	BATT IMPRES 2 LIION TIA4950 R IP68 3100T	1	\$203.00	\$148.19	\$148.19
3	PMMN4106D	AUDIO ACCESSORY- REMOTE SPEAKER MICROPHONE,XE500 REMOTE SPKR MIC WITH CHANNEL KNOB, HIGH IMPACT GREEN	10	\$665.28	\$485.65	\$4,856.50
Grand Total				\$58,884.19(USD)		

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



Purchase Order Checklist

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead
(PO will not be processed without this)

PO Number/ Contract Number

PO Date

Vendor = Motorola Solutions, Inc.

Payment (Billing) Terms/ State Contract Number

Bill-To Name on PO must be equal to the *Legal* Bill-To Name

Bill-To Address

Ship-To Address (If we are shipping to a MR location, it must be documented on PO)

Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)

PO Amount must be equal to or greater than Order Total

Non-Editable Format (Word/ Excel templates cannot be accepted)

Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept

Ship To Contact Name & Phone #

Tax Exemption Status

Signatures (As required)

520 N. COLLEGE
FAYETTEVILLE, AR 72701

Date	Estimate #
5/11/2022	1842

Name / Address
CHICKASHA FIRE DEPARTMENT

Customer Signature _____



P25 Mission Critical

VIKING VP6000

VHF • UHF • 700/800 MHz • SN/SZ • P25 PHASE 1 & 2

New KENWOOD Viking 6000 series portable is specifically designed for today's public safety agencies with advanced features and ergonomics to meet the first responder's mission critical operational needs.



FEATURES

- Mixed protocol operation (Phase 1 & 2, SmartNet®/SmartZone®, FM Analog)
- Mixed protocol zones (each channel in a zone can be from a different system)
- 1024 channels (2048 option)
- Public safety ergonomics: flare grip for total control, large glove friendly knobs, large emergency button
- 1 Watt audio output for high noise environments
- Voice annunciation & custom announcement creation
- Fully ruggedized - IP67/68 & MIL-STD-810 C/D/E/F/G
- Full key models (w/numeric keypad) & standard key models (w/o numeric keypad)
- Built-In GPS receiver/antenna for enhanced awareness
- MDC-1200 & GE-Star signaling
- P25 Authentication
- Bluetooth[®]¹
- Man Down¹
- Encryption
 - ARC4™ software encryption; compatible w/Motorola ADP™
 - P25/TIA defined: AES-256
 - DES-OFB
 - Over-the-Air-Rekeying (OTAR)
 - VK5000 or Motorola KVL3000/KVL4000 Keyloaders

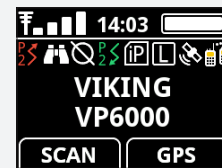
¹Future availability

USER SELECTABLE COLOR THEMES

- Multi-line text
- Top flip display changes text orientation for viewing while in holster
- Multiple visual indicators including battery health & signal strength
- Backlight changes for event indication (ex. emergency turns display orange)
- Day & night user selectable display options (7 themes available)



Day - High Contrast



Night - High Contrast

COMPATIBLE WITH MULTIPLE P25 SYSTEMS

- EJohnson ATLAS® P25 System
- Motorola® Systems
 - Motorola Astro® 25 - P25 Phase 1 & Phase 2
 - Motorola Astro® SmartNet®/SmartZone®
- Harris VIDA® - P25 Phase 1 & Phase 2
- Airbus (formerly Cassidian) VESTA™ Radio - P25 Phase 1 & Phase 2

ACCESSORIES

Complete line of accessories including microphones, speakers & antennas. Download the accessory catalog at www.efjohnson.com/products/accessories.

We combine P25 design expertise with recognized quality & reliability along with smarter technology to make KENWOOD Viking radios simple to use & maintain.



Perpetual Software Licensing

Adds greater value to your radios by extending the life of the software into your next hardware platform — you own the software option forever, and your licenses are simple to manage with our cloud-based tool — Vault™.



Armada® Fleet Management

Update radios in a group rather than one at a time. One template programs both portables & mobiles. Supports either direct computer connection or Over-the-Air Programming (OTAP). Elite battery management enables wireless tracking of battery fleet.



TrueVoice™ Noise Cancellation

Software-based noise cancellation automatically filters out noise source frequencies and eliminates the need for extra configuration. Works in analog or digital mode and with any accessory.



Making Safe, Simple™

VP6230/6330/6430 Portable SPECIFICATIONS

GENERAL		VP6230	VP6330	VP6430
Frequency Range		136-174 MHz (FCC ID K44431400)	Type 1: 450-520 MHz (FCC ID K44431500) Type 2: 380-470 MHz (FCC ID K44431501)	RX: 763-776, 851-870 MHz TX: 763-776, 793-806, 806-825, 851-870 MHz (FCC ID ALH442000)
Max. Channels Per Radio		1024 (2048 option)		
Number of Zones		255		
Max. Channels Per Zone		255		
Channel Spacing	Analog	12.5/15/20/25*/30* kHz	12.5/25* kHz	12.5/25 kHz
	Digital	12.5 kHz	12.5 kHz	12.5 kHz
Power Supply		7.5 V DC ±20%		
Operating Temperature		-22 °F to +140 °F (-30 °C to +60 °C)		
Frequency Stability		±1.5 ppm	±1.5 ppm	±1.5 ppm
Case		Polycarbonate - black or high visibility (additional fee)		
Dimensions W(Top/Bottom) x H x D Projections not included	KNB-L2 (2,600 mAh)	2.76/2.28 x 5.90 x 1.73 in. (70.0/58.0 x 149.8 x 44.0 mm)		
	KNB-L3 (3,400 mAh)	2.76/2.28 x 5.90 x 1.94 in. (70.0/58.0 x 149.8 x 49.4 mm)		
Weight with Battery	KNB-L2 (2,600 mAh)	17.1 oz (484.5 g)		
	KNB-L3 (3,400 mAh)	18.6 oz (527.5 g)		
RECEIVER		VP6230	VP6330	VP6430
Sensitivity	P25 Digital (5% BER)	-119 dBm		
	Analog (12 dB SINAD)	-119 dBm		
Selectivity	P25 Digital	60 dB		
	Analog @ 12.5 kHz	65 dB		
	Analog @ 25 kHz	73 dB		
Intermodulation		73 dB		75 dB
Spurious Rejection		80 dB	75 dB	
Audio Distortion		3%		
Audio Output Power		500 mW/8 Ω (3% Distortion)/1,000 mW/8 Ω (5% Distortion)		
TRANSMITTER		VP6230	VP6330	VP6430
RF Power Output Power		6 to 1 W	5 to 1 W	3 to 1 W
Spurious Emission		-70 dB		
FM Hum & Noise	Analog @ 12.5 kHz	40 dB		
	Analog @ 25 kHz	45 dB		
Audio Distortion		2%		
Emission Designator		16K0F3E, 11K0F3E, 8K10F1E, 8K10F1D, 8K10F1W		16K0F3E, 14K0F3E, 11K0F3E, 8K10F1E, 8K10F1D, 8K10F1W

MIL STANDARD	810G
Low Pressure	500.5/ I, II
High Temperature	501.5/ I, II
Low Temperature	502.5/ I, II
Temp. Shock	503.5/ I
Solar Radiation	505.5/ I
Rain	506.5/ I, III
Humidity	507.5/ II
Salt Fog	509.5
Dust	510.5/ I
Vibration	514.6/ I
Immersion	512.5/ I
Shock	516.6/ I, IV

INTERNATIONAL PROTECTION STANDARD	
Dust & Water	IP54, IP55
Immersion	IP67, IP68**

HAZARDOUS LOCATION CERTIFICATION (pending)	
Certification Lab	CSA Group
Standard Applied	ANSI/TIA 4950-A-2014, UL913 5th Edition & ANSI/ISA-12.12.01-2011
Classification Rating	Intrinsically Safe: Classes I, II, III, Division 1, Groups D, E, F, G Non-incendive: Class I, Division 2, Groups A, B, C, D
Approved Battery	KNB-LS5 (USA), KNB-LS6 (Canada)
Approved Speaker Microphones	KMC-41, KMC-41D, KMC-42W, KMC-42WD, KMC-49

* 25 and 30 kHz are not included in the models sold in the USA or US territories.

** IP68 = 1m/2H

Specifications shown are typical and subject to change without notice Please check the website for the latest version.

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Phone: 800.328.3911 • efjohnson.com

a JVCKENWOOD Company

BID PRICING RESPONSE

I. Minimum Percentage Discount(%) off Manufacturer's Retail Price (MSRP)

Manufacturer	Product Category	Short Description	MSRP % Discount
L3Harris	Bid Cost	Equipment listed in the catalog with product code BC.	List Price
L3Harris	Combination Model	Equipment listed in the catalog with product code C..	MSRP 26% Discount
L3Harris	Software Services	Software listed in the catalog with product code L.	List Price
L3Harris	License with Delivery	Licenses listed in the catalog with product code LD.	List Price
L3Harris	Options	Equipment listed in the catalog with product code N.	MSRP 26% Discount
L3Harris	Feature Options	Features listed in the catalog with product code NB.	MSRP 26% Discount
L3Harris	Parts	Equipment listed in the catalog with product code P.	MSRP 26% Discount
L3Harris	Service Parts	Equipment listed in the catalog with product code S.	MSRP 26% Discount
L3Harris	Vendor Option	Equipment listed in the catalog with product code V.	MSRP 10% Discount
L3Harris	Vendor Customizes to L3Harris Specifications	Equipment listed in the catalog with product code VC.	MSRP 10% Discount
L3Harris	Special Products	Equipment listed in the catalog with product code 77.	MSRP 10% Discount

Each catalog listing is identified with an Equipment Class Code where applicable. The code can be found in the above Item Description field and defined in the below table. The discount offered in RFP# 042021 is based on the Equipment Class Code. The above list of Equipment Class Codes and associated discount off the published list price applies throughout the Products and Training catalogs attached within the Depth and Breadth of Offered Equipment, Products, or Services section.

Product Code	Product Summary
BC	Bid Cost are items/services that are directly quoted from the manufacturer and dependent upon scope (i.e., training).
C	Combination Model are items that must be purchased with multiple components (i.e., radios that include a transceiver, antenna and battery)
L	Software Services include various options that may be chosen based on the complexity of the Harris system being supported.
LD	License with Delivery is the cost for licensure for various products.
N	Options indicate items that can be purchased with additional feature sets.
NB	Feature Options include parts and licenses for products that offer additional features.
P	Parts are designated items for production use only, they are for sale to suppliers and are handled on a part by part basis.
S	Service Parts are items needed to maintain existing equipment (i.e., spare parts).
V	Vendor Options are various packages, items, sizes, colors, manuals, etc. that can be purchased with the standard listed products.
VC	Vendor Customizes to Harris Specifications are items that have been specifically configured to meet Harris' specifications.
77	Special Products are items that can be purchased for specific non-standard vendor equipment (i.e., battery charging station).

II. Volume/Promotional Discounts

Contract prices, including the applicable price discount, shall be the maximum or ceiling price Contractor can charge Purchasers. However, the Contractor may offer a Purchaser a greater price discount for a volume order or for promotional purposes which would result in even lower purchase prices.

CONNECT SERIES – XL45P RADIO



- **RADIO FEATURES:**

- SINGLE BAND : 700/800 MHz
- P25/ANALOG
- P25 TRUNKING
- SINGLE KEY AES/DES ENCRYPTION
- OVER-THE- AIR PROGRAMMING
- GPS
- BLUETOOTH
- Wi-Fi
- ADVANCED NOISE CANCELLATION
- DROP SHOCK (1.5m onto concrete)

- USED BY- Public Works, Transportation, Utilities, Business & Industrial, Local Governments: (Mass Transit, Sanitation)



CONNECT SERIES – XL95P RADIO



- **RADIO FEATURES:**

- SINGLE BAND : 700/800 MHz
- P25/ANALOG
- P25 TRUNKING
- SINGLE KEY AES/DES ENCRYPTION
- MULTIKEY AES/DES ENCRYPTION
- OVER-THE- AIR PROGRAMMING
- OVER-THE- AIR REKEYING
- GPS
- BLUETOOTH
- Wi-Fi
- ADVANCED NOISE CANCELLATION
- IMMERSION OPTION
- DROP SHOCK (1.5m onto concrete)

- USED BY- Public Works, Transportation,
Utilities, Local Governments: (Fire, Sheriff,
DOC, Emergency Services Mass Transit)



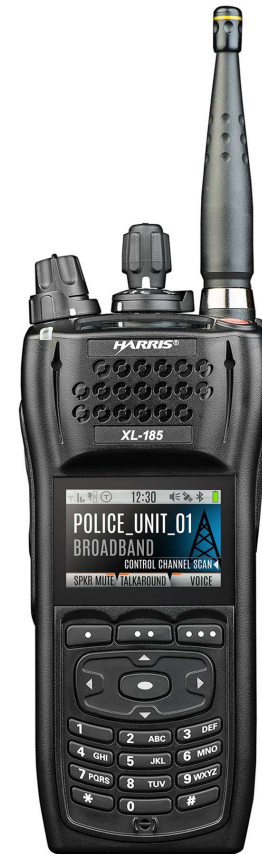
CONVERGE SERIES – XL185P RADIO



- **RADIO FEATURES:**

- SINGLE BAND : VHF; UHF; 700/800 MHz; 900 MHz
- P25/ANALOG
- P25 TRUNKING
- SINGLE KEY AES/DES ENCRYPTION
- MULTIKEY AES/DES ENCRYPTION
- OVER-THE- AIR PROGRAMMING
- OVER-THE- AIR REKEYING
- GPS
- BLUETOOTH
- LTE READY
- Wi-Fi
- TOP DISPLAY
- ADVANCED NOISE CANCELLATION
- DROP SHOCK (1.5m onto concrete)
- IMMERSION OPTION (IP68)

- USED BY- Public Safety: Law Enforcement, Fire, First Responders, Very Large Utilities



CONVERGE SERIES – XL200P RADIO



- **RADIO FEATURES:**

- MULTI BAND : VHF; UHF; 700/800 MHz;
- P25/ANALOG
- P25 TRUNKING
- SINGLE KEY AES/DES ENCRYPTION
- MULTIKEY AES/DES ENCRYPTION
- OVER-THE- AIR PROGRAMMING
- OVER-THE- AIR REKEYING
- GPS
- BLUETOOTH
- LTE READY
- Wi-Fi
- TOP DISPLAY
- ADVANCED NOISE CANCELLATION
- DROP SHOCK (1.5m onto concrete)
- IMMERSION OPTION (IP68)

- USED BY- Public Safety: Law Enforcement, Fire, First Responders, Very Large Utilities



EXTREME SERIES – XL400P RADIO



- **RADIO FEATURES:**

- MULTI BAND : VHF; UHF; 700/800 MHz;
- P25/ANALOG
- P25 TRUNKING
- SINGLE KEY AES/DES ENCRYPTION
- MULTIKEY AES/DES ENCRYPTION
- OVER-THE-AIR PROGRAMMING
- OVER-THE-AIR REKEYING
- GPS
- BLUETOOTH
- LTE READY
- Wi-Fi
- TOP DISPLAY
- ADVANCED NOISE CANCELLATION
- IMMERSION OPTION
- DROP SHOCK (1.5m onto concrete)
- EXTREME DROP (3.0m onto concrete)
- 1700 Degree Direct Flame @10 seconds
- 500 Degree Temperature @5 minutes
- 350 Degree Temperature @15 minutes
- Designed with the help of Firefighters





City of
CHICKASHA

Meeting Type: Council Agenda 5-16-2022

Meeting Date: 5/16/2022

Department: Community Development

Agenda Item No. 6.c.

AGENDA ITEM: Discussion, consideration and possible action to enter into a Development Agreement Between the City of Chickasha and Moonlight Ownership Company - Series Judges for cost sharing in an amount not to exceed \$32,000.00 and authorize the Mayor to execute the same.

I. BACKGROUND/DESCRIPTION:

This would be a development agreement between the City of Chickasha and Moonlight Ownership Company for the waterline/ watermain extension for the new HTeaO business. The business needs a 1.5" water line to serve the building, requiring an ODOT permit and to bore under 4th street/US Highway 81.

The City has also been working on a plan to repair the dead hydrant at 4th and Missouri, which also requires an ODOT permit and to bore under 4th street.

Community Development, Public works and the Development Team for Moonlight agreed to split the cost for the Bore and extend the main across 4th Street.

This allows for the Hydrant to be in working order and the for the developer to tap off the main once it is on the east side of US Highway 81.

The Developer has chosen the contractor and the City will accept the work under the supervisor of Public Works Director, David Buchannan.

The invoice received for the work will total \$63,734.55

The City and Developers will split the cost 50/50

The HTeaO would have paid close to 55,000.00 for their 1 1/2 bore alone and the City of Chickasha would have had to pay close to 60,000.00 for our watermain bore alone. Both parties will save money and work together for the best outcome for the community.

This would be a sole source option which will not require competitive bidding.

II. RECOMMENDED ACTION:

Recommend approving the Development Agreement Between the City of Chickasha and Moonlight Ownership Company - Series Judges for cost sharing in an amount not to exceed \$32,000.00 and authorize the Mayor to execute the same

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Rachel Bernish, Community Development Director	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: May 16, 2022	(From) 31-536-6450-00		\$32,000

V. ATTACHMENTS:

1. Public Water HTeaO-8.5x11
2. Moonlight Ownership Company Economic Incentive Agreement 5.16.22

Arrow Contracting & Utilities

Job Name: Public Storm HTeaO

May 10, 2022

Location:

8:30 AM

Bid Date:

[illegible]

ECONOMIC INCENTIVE AGREEMENT

This Economic Incentive Agreement ("the Agreement") is entered into this ____ day of _____, 2022 by and between the City of Chickasha, a Municipal Corporation, the Chickasha Municipal Authority, an Oklahoma Public Trust Authority, and Moonlight Ownership Company, LLC, a Domestic Limited Liability Company (hereinafter referred to as "Developer").

WHEREAS, the Chickasha Municipal Authority is an Oklahoma Public Trust Authority whose sole beneficiary is the City of Chickasha and the City of Chickasha is an Oklahoma Municipal Corporation located in Grady County, Oklahoma;

WHEREAS, the Chickasha Municipal Authority owns, operates and maintains a public water system in Grady County, Oklahoma that services water customers in Grady County, Oklahoma;

WHEREAS, Developer owns property described as Lots Five (5) and Six (6), in Block Two Hundred Twenty-eight (228), of the City of Chickasha, Oklahoma, according to the recorded plat thereof, and desires to utilize the Chickasha Water System for its commercial project;

WHEREAS, in order to proceed with development, Developer requires the water main line to be extended across 4th Street;

WHEREAS, by extending the water main line across 4th Street, the Chickasha Municipal Authority will be able to provide water to a hydrant at 4th street and Missouri and increase public safety to residents;

WHEREAS, it is the desire of the City of Chickasha to encourage employers to create industry in the City of Chickasha by providing economic incentives; and

WHEREAS, it is the desire of Developer to create industry in the City of Chickasha and to take advantage of offered incentives;

NOW THEREFORE, in consideration of the mutual benefits, covenants and agreements contained herein, the parties agree as follows:

1. The City of Chickasha and Developer agree to share equally in the cost of extending the water main line across 4th Street;
 - a. Developer agrees to complete the project in compliance with all established procedures, laws and regulations and that upon satisfactory completion of the project, the water main line shall be dedicated to the Chickasha Municipal Authority and the Developer shall provide a one (1) year maintenance bond in favor of the Chickasha Municipal Authority. The bond shall be provided prior to the start of the project.
 - b. Developer agrees to indemnify, defend, and hold the City of Chickasha, the Chickasha Municipal Authority, and any present or former members of the City Council,

Trustees, officers, agents, servants, attorneys or employees of the City, harmless from any losses, claims, complaints, suits, charges, proceedings, costs, and damages of whatever nature, arising out of or in connection with this Agreement, including, but not limited to any failure to strictly abide by this Agreement.

2. This Agreement shall be effective from and after the date of the execution of this incentive agreement by both parties.

3. Any notice to be given hereunder will be deemed to be given three (3) days after being deposited with the United States Postal Service, certified or registered mail, return receipt requested, with sufficient postage prepaid, addressed as stated below, or on the day of its personal delivery to the office of the respective party set forth below; and if faxed or delivered by overnight courier, such notice will be deemed to be given on the business day immediately following the day on which it was telecopied or deposited with the courier.

Any notice to Developer shall be sent to:

Moonlight Tea Company, LLC
Shawn Roberts
6301 Waterford Blvd.
Oklahoma City, OK 73118

Any notice to the City of Chickasha shall be sent to:

The City of Chickasha
Attn: City Manager
117 N. 4th Street
Chickasha, OK 73018

Any notice to the Chickasha Municipal Authority shall be sent to:

The Chickasha Municipal Authority
Attn: Trust Manager
117 N. 4th Street
Chickasha, OK 73018

Either party may at any time designate any other address for notices by giving written notice thereof to the other party.

6. Both parties agree there are no representations, understandings, stipulations, agreements or promises pertaining to this Agreement which are not incorporated herein. This Agreement will not be altered, waived, amended or extended, except by a written agreement signed by Developer, the City of Chickasha, and the Chickasha Municipal Authority.

7. The provisions of this Agreement will be binding on and inure to the benefit of Developer, the City of Chickasha, and the Chickasha Municipal Authority and their respective successors and permitted assigns.

8. This Agreement will be construed and enforced according to the Laws of the State of Oklahoma. All claims, disputes and other matters in question arising out of or relating to this Agreement, or the breach thereof, will be decided by proceedings instituted and litigated in a court of competent jurisdiction in the State of Oklahoma and venue in Grady County, Oklahoma.

9. Developer shall have no right to assign its rights under this Agreement to any person or entity without the express written consent of the City of Chickasha and the Chickasha Municipal Authority.

The City of Chickasha

Moonlight Ownership Company, LLC

By:

By:

Mayor

Shawn Roberts

ATTEST:

City Clerk

The Chickasha Municipal Authority

By:

Chairman

ATTEST:

Secretary



City of
CHICKASHA

Meeting Type: Council Agenda 5-16-2022

Meeting Date: 5/16/2022

Department: Community Development

Agenda Item No. 6.d.

AGENDA ITEM: Public Hearing - for Josh Woods to Petition the Council for amendments to the zoning ordinance to allow congregate living facilities in Chapter 54-33 R-1 residential zoning.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Hold Public Hearing

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Rachel Bernish, Community Development Director	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: May 16, 2022	(From)		

V. ATTACHMENTS:



City of
CHICKASHA

Meeting Type: Council Agenda 5-16-2022

Meeting Date: 5/16/2022

Department: Community Development

Agenda Item No. 6.e.

AGENDA ITEM: Discussion, consideration and possible action to approve Petition to revise the Zoning Ordinance Chapter 54-33(c) adding Section (13) Congregate Living Facility and authorize city staff and the planning commission to proceed.

I. BACKGROUND/DESCRIPTION:

The City of Chickasha received a petition from Josh Woods to change the zoning ordinance to allow for Congregate living facilities with a use on review permit.
This will allow for homes for students or unrelated individuals to live in a house together in R-1 Single Family Zoning areas.
Due to increased student living, this would be a benefit for some properties around the city.

The same use on review application will be required and will be at the discretion of the Planning Commission and the City Council on a case by case basis.

II. RECOMMENDED ACTION:

Staff Recommends to approve Petition to revise the Zoning Ordinance Chapter 54-33(c) adding Section (13) Congregate Living Facility and authorize city staff and the planning commission to proceed.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Rachel Bernish, Community Development Director	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: May 16, 2022	(From)		

V. ATTACHMENTS:

1. Council Petition Change 5.16.22

Sec. 54-33. R-1, Single-Family Residential District.

- (a) *General description.* This is the most restrictive residential district. The principal use of land is for single-family dwellings and related recreational, religious and educational facilities normally required to provide the basic elements of a balanced and attractive residential area. These areas are intended to be defined and protected from the encroachment of uses not performing a function necessary to the residential environment.
- (b) *Uses permitted.* Property and buildings in an R-1 Single-Family Dwelling District shall be used only for the following purposes:
 - (1) Single-family dwelling.
 - (2) General purpose farm or garden, but not the raising of livestock except as otherwise provided in this Code.
 - (3) Accessory buildings that are not a part of the main building, including a private garage.
- (c) *Uses permitted on review.* The following uses may be permissible on review by the city planning commission in accordance with provisions contained in article VII of this chapter, provided that structures incidental to these uses are located ten feet from a property line:
 - (1) Municipal or public recreation.
 - (2) Public school or school offering general educational courses of the same as ordinarily given in public schools and having no rooms regularly used for housing and sleeping.
 - (3) Cemeteries to include funeral and interment services may be located in residential and commercial districts but may not be located in industrial districts provided:
 - a. The proposed site must contain at least two acres.
 - b. Any structure, permitted as part of the use, including columbariums, crematoriums, mausoleums, markers, monuments, funeral homes, and accessory buildings shall be required to meet applicable setback restrictions but in no case shall any structure be permitted closer than 20 feet to a public street right-of-way.
 - c. Any interment area to be used as public burial ground must comply with the following subdivision regulations prior to conveying ownership of any plot:
 - 1. A final plat shall be considered by the planning commission and approved by the city council prior to being filed at the county clerk's office.
 - 2. The final plat shall consist of a reproducible 24-inch by 36-inch document and shall contain the following information:
 - (i) Name of the cemetery, name of the owner, and certification of the engineer or land surveyor.
 - (ii) Date, north arrow, and scale.
 - (iii) Boundaries of the area with accurate distances and bearings.
 - (iv) The names, width, or dimensions of all proposed streets. Streets shall be and shall remain private roadways and the city shall not have responsibility for their maintenance or repair. The plat shall contain a notice that all streets are privately owned and maintained and do not meet city street standards.

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- (v) Numbered designation of all lots, blocks, plots, etc., with their lot lines and dimensions accurately shown.
 - (vi) All certifications and acknowledgments as required by state statutes for filing of plats generally.
 - (vii) Any additional data, such as drainage plans, parking plans, etc. as may be reasonably required.
 - d. The city may impose special landscaping, screening, fencing, or other requirements on an as-needed basis.
 - (4) Municipal use, public building, and public utility
 - (5) Plant nursery in which no building or structure is maintained in connection therewith.
 - (6) Golf club.
 - (7) Church.
 - (8) Library.
 - (9) Childcare center.
 - (10) Home beauty shops or home barber shops may be located in dwellings provided:
 - a. Such shop is conducted within the main dwelling and operated by the inhabitant thereof and does not exceed one operator;
 - b. The use shall be conditioned in such way as is clearly incidental to dwelling use and shall not change the character thereof; and
 - c. No sign shall be permitted excluding one non-illuminated nameplate not to exceed two square feet in area, attached to the main building
 - (11) Home occupation.
 - (12) Bed and breakfast home stay.
 - (13) Congregate Living Facility**
 - (d) *Uses permitted as zoning special exceptions.* Livestock, miniature animals, fowls and rodents as permitted elsewhere in this Code provided they shall meet all applicable license requirements.
 - (e) *Area regulations.*
 - (1) *Front yard.* All buildings shall be set back from street right-of-way lines to comply with the following front yard requirements:
 - a. The minimum depth of the front yard shall be 25 feet.
 - b. If 25 percent or more of the lots on one side of the street between two intersecting streets are improved with buildings all of which have observed an average setback line of greater than 25 feet, and no building varies more than five feet from the average setback line, then no building shall be erected closer to the street line than the minimum setback so established by the existing buildings; but this regulation shall not require a front yard of greater depth than 40 feet.
 - c. If 25 percent or more of the lots on one side of the street between two intersecting streets are improved with buildings all of which have observed an average setback line of less than 25 feet, and no building varies more than five feet from the average setback line, then no building shall be erected closer to the street line than the minimum setback so established by the existing buildings; but this regulation shall not allow a front yard of less than 20 feet.

-
- d. When a yard has double frontage, the yard requirements shall be provided on both streets.
- (2) *Side yard.*
- a. Except as hereinafter provided in this section and in article III of this chapter, there shall be a side yard on each side of a main building which shall have a width of not less than five feet.
- b. On any corner lot a building shall set back from the street line of the intersecting street a distance of 15 feet in case such lot is back with another corner lot, and 20 feet in every other case.
- (3) *Rear yard.* There shall be a rear yard having a depth of not less than 20 feet or 20 percent of the depth of the lot, whichever amount is smaller.
- (4) *Lot width.* There shall be a minimum lot width of 50 feet at the building line, and such lot shall abut on a street for a distance of not less than 35 feet.
- (5) *Intensity of use.*
- a. There shall be a lot area of not less than 6,000 square feet, except that where a lot has less area than herein required and all the boundary lines of the lot touch lands under other ownership on the effective date of the ordinance from which this article is derived that lot may be used only for single-family purposes.
- b. Main and accessory buildings shall not cover more than 35 percent of the lot area on interior lots, and on corner lots.
- c. Not more than one main dwelling shall be constructed on each 6,000 square feet of area.
- (f) *Height regulations.* Except as provided in article III of this chapter, no building shall exceed 2½ stories or 35 feet in height.
- (Code 2012, § 16-4-8; Ord. No. 1529, § 1; Ord. No. 95-21, 12-18-1995; Ord. No. 2012-07, 4-2-2012; Ord. No. 2013-04, 1-22-2013; Ord. No. 2013-17, 8-5-2013)



City of
CHICKASHA

Meeting Type: Council Agenda 5-16-2022

Meeting Date: 5/16/2022

Department: Library

Agenda Item No. 6.f.

AGENDA ITEM: Discussion, consideration and possible action to approve a contract with the Oklahoma History Center to rent a Traveling Exhibit in an amount not to exceed \$250.00.

I. BACKGROUND/DESCRIPTION:

Discussion, consideration and possible action to approve a contract with the Oklahoma History Center to rent a Traveling Exhibit. The title of this exhibit is *Early Oklahoma: Black Hope/Black Dreams*. This will complement and coincide with the *Let's Talk About It* book club program entitled *Civil Rights and Equality: A Pulitzer Prize Centennial Series*.

II. RECOMMENDED ACTION:

Approve a contract with the Oklahoma History Center to rent a Traveling Exhibit in an amount not to exceed \$250.00 and authorize the Mayor and staff to execute the appropriate documents.

III. FISCAL INFORMATION - The cost is \$250. This will come from the FY2023 library budget.

IV. FUND INFORMATION:

Dept. Director: Lillie Huckaby Library Director	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: 5-16-2022 Item 2022-230	(From)		\$250

V. ATTACHMENTS:

1. Black Dreams Contract Chickasha to be signed
2. Library Exhibit information



OKLAHOMA HISTORY CENTER TRAVELING EXHIBIT SERVICE

EXHIBIT LOAN AGREEMENT

EXHIBITION TO BE LOANED: Early Oklahoma: Black Hope/Black Dreams

1. EXHIBITION DATE(S)

The Chickasha Public Library (hereinafter referred to as *Exhibitor*) is agreeing to borrow Early Oklahoma: Black Hope/Black Dreams (hereinafter referred to as *Exhibit*), during the period: August – September, 2022 under the conditions stated herein.

2. EXHIBIT FEE, MANNER OF PAYMENT

Exhibitor shall pay the exhibit fee of \$250 in US currency per each eight (8) weeks while the exhibit is at the venue. One week before and one week after has been allowed for transport, exhibit set-up, and takedown. Exhibit fee is payable by check or Visa or Mastercard to the Oklahoma History Center (OHC) and is due on or before delivery.

3. LOAN APPROVAL

OHC Museum Director must approve exhibit loan. Exhibits with artifact content require additional approval by OMH Assistant Director of Collections.

Approved for OMH by: _____ Date: _____
Dan Provo, Executive Director

4. SHIPPING, HANDLING, SECURITY PRECAUTIONS

- a) Exhibitor will make all shipping arrangements and directly pay a recognized freight line or carrier to transport the Exhibit both to and from venue, unless otherwise specified by OHC. Exhibitor will either ship Exhibit to another designated venue or to the Oklahoma History Center at the conclusion of the loan. Other shipping or pick-up/delivery options are available upon request; the Oklahoma History Center also offers an in-state exhibit delivery and pick-up service. The fee is \$125 each way; advanced notice is required.
- b) Exhibitor will provide reasonable security for the Exhibit, will supervise the Exhibit during hours when open to the public, and will lock the Exhibit area when the facility is closed.
- c) Exhibit will be maintained and used in a protected manner so as to prevent damage or deterioration.
- d) Exhibit will be stored and maintained while not in use in a secured, environmentally-controlled area.
- e) Exhibitor will exercise reasonable precautions in the handling, display, and shipping of the Exhibit.

5. INSURANCE, DAMAGES

- a) Exhibitor is responsible for insuring the Exhibit during transport by providing the freight line or carrier with the Exhibit value as indicated: \$2,500.00
- b) Exhibitor will provide commercial or self-insured coverage on the Exhibit during host period.
- c) Exhibitor is responsible for any damage (vandalism, breakage, fire, etc.) to the Exhibit that occurs while the Exhibit is in the possession of Exhibitor and/or is incurred at the Exhibit site. Exhibitor commits to full value replacement cost of any exhibit component and shipping materials, including labor, in the event of such damage.
- d) Exhibitor must notify OHC of any Exhibit damage incurred in transit or on Exhibitor's premises. *IF DAMAGE HAS OCCURRED, DO NOT ATTEMPT TO REPAIR. CONTACT OHC IMMEDIATELY FOR INSTRUCTIONS. EXHIBITOR WILL BE HELD RESPONSIBLE FOR ANY DAMAGES DONE IF EXHIBIT IS ALTERED.*
- e) Exhibitor will not hold the Oklahoma History Center or the Oklahoma Historical Society responsible for any personal injury occurring in the handling or display of the Exhibit or in connection with the Exhibit while it is in the possession of the Exhibitor.

6. ADDITIONAL RESPONSIBILITIES

- a) Exhibit is not to be copied, modified or repaired in any manner without written permission from the OHC staff.
- b) Exhibit is to remain in the direct possession of the Exhibitor and will remain at the stated Exhibit site address for the duration of the display period. Exhibit will not be moved to other venues while in possession of Exhibitor.
- c) Exhibit and all promotional/programming materials will not be used in a manner that could be construed as reflecting negatively upon the Oklahoma History Center, the Oklahoma Historical Society, or any of its affiliates.

7. PROJECT EVALUATION, PROMOTION MATERIALS

- a) Exhibitor must submit a project evaluation using the form provided. Exhibitor is encouraged to collect information for this evaluation as the program develops. The project evaluation is appreciated for museum outreach reporting for OHC.
- b) The project evaluation is due to OHC no later than 30 days following this venue.
- c) Exhibitor will provide to OHC copies of all programming and promotional materials related to this venue.

8. CREDIT REQUIREMENTS, PROGRAM SUPPORT

- a) Exhibitor must credit to the *Oklahoma History Center* of the *Oklahoma Historical Society* for the availability of this program. Credit must also be given to *The National Endowment for the Humanities* where applicable.
- b) *The Oklahoma History Center* of the *Oklahoma Historical Society* must be credited in any promotional items related to Exhibit. Credit must also be given to *The National Endowment for the Humanities* where applicable.

9. CANCELLATION

- a) Failure to return Exhibition Loan Agreement Form by **July 1, 2022** will result in automatic cancellation of your Exhibit reservation.
- b) This notice is not received or is received after the 60-day period, Exhibitor will be responsible for paying the Exhibit fee for the scheduled month.

- c) The Oklahoma Museum of History reserves the right to cancel any Exhibit loan due to damage or other circumstances beyond OMH's control.
- d) OMH makes every effort to facilitate the timely delivery of the Exhibit. However, OMH will not be responsible for damages or costs incurred arising from cancellations or transport delays of the Exhibit.

This agreement sets forth the full and complete understanding between the Oklahoma Museum of History and the Exhibitor. Questions or clarifications required by Exhibitor regarding this agreement should be directed to OMH prior to signing.

PLEASE COMPLETE AND SIGN BELOW. RETURN ALL THREE (3) PAGES OF THIS AGREEMENT BY: July 1, 2022. MAKE COPIES FOR YOUR FILES.

Authorized Exhibitor Contact (PLEASE PRINT): Lillie Huckaby

Contact Person's Signature: _____ Date: _____

Exhibit Site Title and Street Address: 527 w. Iowa Ave.
Chickasha, Ok 73018

Site Telephone: 405-222-6075 Email: lillie.huckaby@chickasha.org

Exhibit Site Manager if different (PLEASE PRINT) Chris Mosley

Site Manager's signature: _____ Date: _____

Site Manager's Telephone: 405-222-6045 Email: Chris.Mosley@Chickasha.org

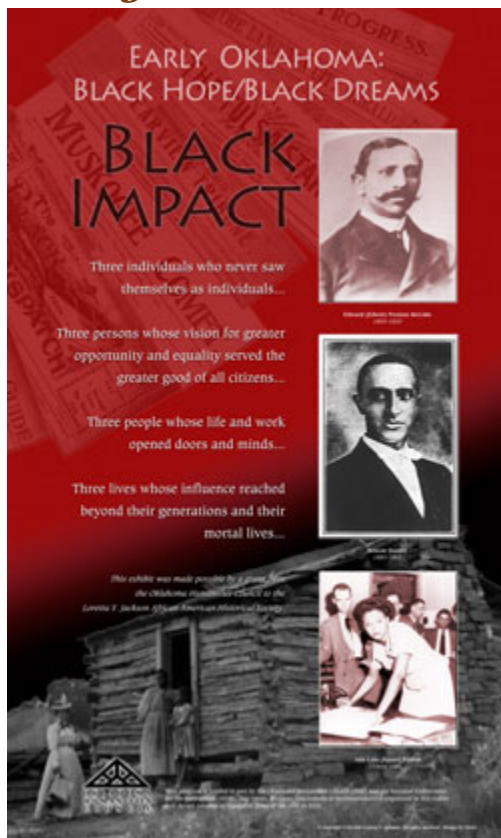
For questions please contact:

Jim Meeks
Director of Exhibits
Oklahoma History Center
800 Nazih Zuhdi Drive
Oklahoma City, OK 73105
(405) 522-0781
jmeeks@okhistory.org

Traveling Exhibits from the Oklahoma History Center

<https://www.okhistory.org/historycenter/rentable#blackhope>

Early Oklahoma: Black Hope/Black Dreams



Early Oklahoma: Black Hope/Black Dreams features the accomplishments of three individuals who had a vision for greater opportunity and equality for themselves and others. Their accomplishments opened doors and opened minds; their influence reached beyond their generations and lifespan. Edward (Edwin) Preston McCabe arrived in Oklahoma Territory in 1889. He was experienced in finance, law, land development, and politics. McCabe sought a place where African Americans could establish their own towns similar to other groups of Americans. Roscoe Dunjee was a newspaperman, activist, humanitarian, and a man of extraordinary conviction and legendary accomplishment. He was one of the most influential men in Oklahoma history. As he was only one generation removed from slavery, Dunjee was a general on the battlefield for civil rights. Founded in 1915, Dunjee's newspaper was titled

the *Black Dispatch*. Dunjee also took aim at the legal system and the issues, incidents, and laws that deprived African Americans of their rights of citizenship and human dignity. **Ada Lois Sipuel Fisher** was the first African American admitted to the University of Oklahoma Law School on June 18, 1949, and the first to graduate in August 1951. Through her, African Americans succeeded in challenging the separate but equal doctrine as it applied to educational opportunities.

Exhibit requirements and fees:

- This exhibit consists of five free-standing retractable banners with double-sided graphics.
- The minimum space requirement is 22' x 9'.
- The exhibit travels in one high-impact plastic case with wheels.
- The exhibit fee for *Early Oklahoma: Black Hope/Black Dreams* is **\$250** per eight-week exhibit, with one week before and one week after for shipping, set up, and takedown.
- Shipping is not included in the exhibition fee.
- In-state delivery is available for \$125 each way with at least two weeks' notice.

Notes from Lillie Huckaby, Chickasha Public Library Director specifically –

The shipping option will NOT be utilized. It will be picked up and delivered by myself or some volunteers.



City of
CHICKASHA

Meeting Type: Council Agenda 5-16-2022

Meeting Date: 5/16/2022

Department: City Clerk

Agenda Item No. 6.g.

AGENDA ITEM: Discussion, consideration and possible action to adopt Resolution 2022-13R - City Council Best Practices Handbook.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Adopt Resolution 2022-13R - City Council Best Practices Handbook.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: May 16, 2022	(From)		

V. ATTACHMENTS:

1. Res. 2022-13R City Council Best Practices Handbook
2. OMAG Council Handbook 2022

**CITY OF CHICKASHA
RESOLUTION NO. 2022 – 13R**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF CHICKASHA, GRADY COUNTY, STATE OF OKLAHOMA, ADOPTING A “BEST PRACTICES” HANDBOOK FOR THE CITY COUNCIL OF THE CITY OF CHICKASHA AND AUTHORIZING PARTICIPATING IN THE OMAG RECOGNITION PROGRAM.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF CHICKASHA, GRADY COUNTY, STATE OF OKLAHOMA:

WHEREAS, the “Best Practices” handbook has been created to provide guidance to Council Members to assist in fully understanding the role and scope of the responsibilities of office and to provide an effective environment for the City Council to provide leadership;

WHEREAS, the “Best Practices” handbook is attached to this resolution as Exhibit A and incorporated herein by reference;

WHEREAS, the City of Chickasha believes the best run municipalities have fewer liability claims and the claims they have place fewer demands on municipal resources;

WHEREAS, the City of Chickasha participates in the Municipal Liability Protection Plan provided by OMAG (the Oklahoma Municipal Assurance Group); and

WHEREAS, OMAG is the City of Chickasha’s provider of insurance and risk management solutions; and

WHEREAS, OMAG has established a program to recognize member municipalities which have committed themselves to obtaining training above and beyond the legally required training and which have taken certain actions which show that the member is committed to operating under certain best practice recommendations; and

WHEREAS, during the current fiscal year:

- Each member of the governing body received, either in person or by distance learning, the training required for participation in the OMAG recognition program; and
- The governing body will through this Resolution adopt a governing body handbook to reflect the best practice recommendations from OMAG; and
- Each member of the governing body completed the OMAG recommended Stability Test and the results of the test were reviewed by the governing body to self-audit its performance; and
- The governing body reviewed the Declarations and Explanation of Coverage page for its liability policy with OMAG; and

WHEREAS, due to the above actions by the governing body and its members, the City of Chickasha is now eligible to participate in the OMAG Recognition program.

NOW THEREFORE, BE IT RESOLVED by the City of Chickasha City Council that based upon the recommendation of the City Manager and after review and consideration by the City Council, that the “Best Practices” Handbook attached hereto as Exhibit A and incorporated herein by reference, is adopted for use by the City Council and shall be applicable to all appointed and elected city officials and that the City of Chickasha requests that it be considered for participation in the OMAG Recognition Program.

ADOPTED AND APPROVED this 16th day of May 2022.

Chris Mosley, MAYOR

ATTEST:

Susan M. McDaniel, CMC
CITY CLERK
(SEAL)



City of

CHICKASHA

Best Practices Handbook

Approved by

The Chickasha City Council

May 16, 2022

A Best Practices Handbook for Oklahoma Municipalities

CREATED | PRODUCED BY



TABLE OF CONTENTS

- I. INTRODUCTION
- II. CONDUCT, ETHICS & CONFLICT OF INTEREST FOR ELECTED OFFICIALS
- III. RESPONSIBILITY AS AN ELECTED OFFICIAL
- IV. UNDERSTANDING MUNICIPAL TRUSTS & AUTHORITIES
- V. BEST PRACTICES FOR ELECTED OFFICIALS

Educating ourselves and creating a more stable local government should be the goal of all elected officials. With a more stable government, cities and towns can successfully meet the needs of the community. This handbook aims to help provide stability by compiling resources to assist in training the Chickasha City Council. By adopting a “best practices” resolution, Chickasha can continue working toward stability.

BEST PRACTICES RESOLUTION

The “best practices” of the City can consist of the following topics:

A. Elected Official Accountability: The council shall ensure council accountability by:

- a. Attendance reporting to ensure other members and the public are aware of the attendance history of the elected officials.
- b. An annual training event with staff to review ethics, finances, operations, and to address the expectations and goals of the city, including a self-assessment of the accomplishments and improvements needed by council and management to achieve the goals of the city.
- c. The use of council committees dealing with topics as the council deems appropriate, including financial and project related oversight.
- d. The use of well-defined purchasing policies of the city to ensure management and staff are clear concerning the purchasing policies and expectations of the city.
- e. The implementation of the “transparency” policies adopted by council to make information about city government easily accessible to the public.
- f. A “Code of Conduct” of council that is reviewed annually by council and readily available for council reference. (see section below concerning ethics)

B. Management and Staff Accountability: The council shall ensure management and staff accountability by:

- a. An annual evaluation and review of the City Manager to include input and/or survey from the directors of the City and copies of the City Manager’s W2 and reimbursements log for the evaluation year.
- b. An annual strategic planning session with management to evaluate the satisfaction of expectations and goals of the city for the immediately preceding year and to ensure that the expectations and goals of the city have been met, and are clearly defined for both the council and management in the coming year and years.
- c. Monthly financial and expenditure reports provided to council on a timely basis, including a proposed review and approval of a comprehensive fee schedule for all fees charged by the city.

- d. Expenditure reporting by the City Manager to the board on an annual basis, as required by contract.
- e. Implementation of the “transparency” policies adopted by the board to make information about city government easily accessible to the public.
- f. Direction to all city employees that a “whistleblower” policy exist for the city.
- g. Compliance with a well-defined purchasing policy of the city.
- h. An annual report of the departments of the city that outlines the activities of each department, including the risks, liabilities and any litigation involving the city.

Setting these minimal standards will ensure stability and continuity in operations.

FORM OF GOVERNMENT: COUNCIL MANAGER

Understanding the role of the City Council with City employees begins with understanding the governmental role of the parties. The City Council serves as the legislative (and in some circumstances judicial) arm of the City, while the City Manager is the executive responsible for day to day operations. The Council is responsible for appointment of the City Manager, but the City Manager, and not the Council, is responsible for all other employees of the City, subject to the provisions of the City of Chickasha City Charter.

Regardless of the above, in most cities remains one of the most difficult issues to deal with between the City, the City Manager, and the City employees is the question of involvement of the City Council in personnel matters. This specific issue has, for whatever reason, caused continuing problems through the years. State statute specifically and clearly deals with this issue by providing that Council Members may not:

- A. direct or request the City Manager to appoint or remove officers or employees;
- B. participate in any manner in the appointment or removal of officers and employees of the City, except as provided by law;
- C. give orders on ordinary administrative matters to any subordinate of the City Manager either publicly or privately.

There are many examples in which direction given to employees by a Council Member can result in difficulties and a violation of the law by the City Council Member. The following specific examples are examples of conduct that should be avoided:

- A. Council Members should not appear at City Hall or other department of the City and direct office personnel to perform any duties on behalf of the Council Member; if anything is needed from City employees, that request should be directed to the City Manager who can then communicate that request to the appropriate employee;

- B. Council Members should not appear at emergency scenes and expect to have any input into the handling of the situation any different than any other citizen;
- C. Council Members should not appear at public work sites and offer suggestions as to how the work can be better performed; again, any direction of that type should be directed to the City Manager who can then communicate that direction, if appropriate, to the employees involved.

Again, the best rule of thumb is to keep in mind that Council should consider themselves no more than ordinary citizens when it comes to City employees and public facilities. In this form of government, the council serves as a policy making, legislative body and does not manage day to day operations.

Also, council should be aware that certain groups within the City are represented by state sanctioned unions. As most of you are probably aware, the various Unions representing City employees at different times may attempt to place pressure on Council Members to side with them in their pending negotiations. It is important for Council Members to limit their participation in negotiations with the Unions to a "formal" participation wherein they would participate through the appropriate channels and not do so in private meetings or in informal circumstances. Informal meetings circumvent the goals set by the Council as a group and by the staff in its attempt to reach a conclusion. To allow one Council Member to be informally involved in negotiations, and to have private meetings with the various Unions without the knowledge or involvement of the staff or other Council Members, circumvents not only the staff attempts to resolve the dispute but also undermines the authority of the Council as a whole. The best approach in regard to these issues is to have a clear understanding by the Council as a whole and not have individual members handling it on their own.

The above restrictions on the conduct of the City Council are very clear; Council Members have no authority to direct any employee, request the hiring or firing of any specific employee, or participate in the discipline of any City employee. Those duties are left exclusively to the City Manager and any involvement by Council Members in those activities is a violation of state statute. Again, this is an issue that should not arise if all parties are well aware of their role.

SUCCEEDING AS AN ELECTED OFFICIAL

Policy-Making: Public policy determines what services will be provided to the residents and the level of those services, what kinds of development will occur in the community, and it determines what the community's future will be. Elected officials have public policy-making responsibilities. Because policies created affect everyone in the community in some way, the very best is demanded of public officials. Therefore, there are three major jobs elected officials have when creating policy:

1. Set a Goal

To create an effective policy, elected officials must set a strategic direction to go in to achieve a specific goal or vision. Goals should be realistic, achievable, and in the public's best interest. Without a goal, it can be easy to lose sight and direction of the policy's purpose and importance to the community.

2. Achieve the goal

Adopt policies that enable the organization to go in the direction and establish the policy set in the goal-setting stage. Policy making requires measurement of the consequences of policy decisions against the community's vision, values, and goals. It can be difficult to determine what a "good" policy is; the following qualities may assist in that determination:

- There is public support.
- The policy is fair and equitable and does not impose disproportional impacts on interest groups.
- Throughout the policy-making process, officials analyzed the impact a policy will have and measured the consequences of policy decisions against the community it affects.
- Officials maintained clear goals while considering a range of alternatives and assessed the impacts of alternatives.
- The policy is relevant and addresses an issue or problems that is generally perceived as significant to the community.
- The policy can be implemented, has a reasonable chance of working, and there are clear assignments for responsibilities for implementation.
- The results are monitored.

3. Monitor results

There is always a risk that policy decisions will not accomplish their intended goal or have an unintended negative impact. To gauge effectiveness, monitoring results is necessary. One way to monitor the results of a policy is to get reports and updates on the policy. Good monitoring systems may provide early warning of failure and the opportunity to alter or abandon a policy before the policy negatively affects the public.

Fiduciary Duties: The public delegates governing authority to public officials to exercise discretion over the public treasury and to create laws that will impact their lives. The public official, once elected, appointed, or hired, is in a superior position to that of the individual citizen due to specialized governmental knowledge and the ability to advise, deliberate, and participate in the representative process. And finally, the public trusts that the public official will act in the public's best interest. Fiduciaries are under rigorous obligations that ensure compliance with their role responsibilities. Those obligations are:

1. The Duty of Obedience

The duty of obedience requires that an elected official ensures compliance with applicable laws and regulations, acts in accordance with its own policies, and carries out its mission to serve its constituents appropriately. Public officials should ensure they carry out their intended purpose

and do not engage in unauthorized activities.

2. The Duty of Loyalty

Public officials have an absolute obligation to put the public's interest before their own direct or indirect personal interests. The public official breaches this obligation when he or she benefits at the public expense. Prohibited benefits can be financial (such as engaging in pay to play politics- or participating in decisions that favorably impact an official's business, property, or investments), career related (such as using public office and/or public resources to obtain future employment or political position), or personal such as benefits to family members or close associates. Note that when general ethical duties to family or friends conflict with duty to the public, the public duty must prevail.

3. The Duty of Care

The duty care requires that the public official competently and faithfully execute the duties of the office. Under duty of care fall such obligations as the duty to manage assets competently and be good stewards of the public treasury, to use due diligence in the selection and supervision of staff, to follow the rules and to uphold the constitution and laws of the jurisdiction. Examples of breach of this duty include failure to attend meetings, failure to investigate, failure to engage in the deliberative process, and failure to vote.

BOARD CONDUCT WITH THE PUBLIC: IN PUBLIC MEETINGS

Making the public feel welcome is an important part of the democratic process. No signs of partiality, prejudice or disrespect should be evident on the part of individual council members toward an individual participating in a public forum. Every effort should be made to be fair and impartial in listening to public testimony.

- **Be Welcoming to Speakers and Treat Them with Care and Gentleness:** The way that the board treats people during public hearings can do a lot to make them relax or push their emotions to a higher level of intensity."
- **Actively Listen:** It is disconcerting to speakers to have board members not look at them when they are speaking. It is fine to look down at documents or to make notes, but reading for a long period of time gazing around the room gives the appearance of disinterest. Be aware of facial expressions, especially those that could be interpreted as "smirking," disbelief, anger or boredom. If speakers become flustered or defensive by board questions, it is the responsibility of the chair to calm and focus the speaker and to maintain the order and decorum of the meeting. Questions by board members to members of the public testifying should seek to clarify or expand information. It is never appropriate to belligerently challenge or belittle the speaker. Board members' personal opinions or inclinations about upcoming votes should not be revealed until after the public hearing is closed.
- **No Personal Attacks of Any Kind, Under Any Circumstance:** Board members should be aware that their body language and tone of voice, as well as, the words they use, can

appear to be intimidating or aggressive.

- **Follow Parliamentary Procedure in Conducting Public Meetings: The City of Chickasha will follow Robert's Rules of Order when conducting meetings.** Final rulings on parliamentary procedure are made by the chair of the meeting.

OPEN MEETING ACT SUMMARY

Meetings of public bodies (such as city council) are governed by the Oklahoma Open Meeting Act. **A violation of the Open Meeting Act can result in criminal charges against the individual Council Member.** The Open Meeting Act has four areas that cause the most concern:

1. **Defining Meeting:** The Open Meeting Act defines a meeting as "the conducting of business of a public body by a majority of its members being personally together." As you can see by the definition, an informal get-together involving four Council Members can constitute a "meeting." Further, there is no requirement that there be a vote taken, but only discussion.

Meetings cannot be held unless an agenda is posted and the public is advised that the meeting is going to take place. Therefore, in order to avoid any type of problem with an illegal meeting, each of you should be especially careful to avoid any discussion of any City business, or any matter indirectly related to City business, at any time in which four of you are present. It is the responsibility of the individual Council Members to avoid this problem. (Telephone or computer communication by a majority of members is also prohibited.) **Further, extreme care should be taken in regard to discussions held either immediately before or immediately after council meetings.**

2. **Notice and Agenda:** State law requires that an agenda be posted for any meeting that is to be held. If an item is not posted on an agenda, with the exception of new business that is discussed later, it should not be discussed or acted upon at a meeting of the Council. (If four of you meet informally and discuss City business, a violation of the Act occurs by the failure to post an agenda.)
3. **Consent Agenda:** A consent agenda is used by cities to allow approval, by one motion and vote, of a number of items that are considered routine. Staff will recommend those items that are included; any council member who wants a vote on any individual item can remove the item from consent. Additionally, council can discuss any consent issue without removing it from the consent agenda.
4. **New Business:** New business for purposes of the Open Meeting Act is defined as "any matter not known about or which could not have been reasonably foreseen prior to posting of the agenda."

Based on the above definition, if an item arises, either from the Council or from the public, under the New Business portion of the council agenda, the first question by the Council should

be whether that matter could have been placed on the agenda. If it could have, and was not, it should not be discussed and no action should be taken; the matter should be placed on the next agenda so the public, not just those present at the meeting, will be on notice that the City may take some action in regard to that item. The same is true in regard to items the Council wishes to discuss at the meeting; unless the item to be discussed is one that could not have been placed on the agenda, it should not be raised by Council under New Business. There is a mistaken assumption many times that New Business is a general catch-all that can be used to discuss any item.

There is no requirement under the Open Meeting Act that the Council allow the public to appear at a meeting and discuss any item they want under the "New Business" portion of the agenda. The only purpose of the New Business portion is to allow the Council to discuss those matters that are not on the agenda because they could not have been placed on the agenda because of the time in which they arose.

EXECUTIVE SESSIONS

Executive sessions can only be held for certain specific reasons, such as to discuss pending litigation or claims, the purchase of property, union negotiations and the employment, hiring, appointment, promotion, demotion, discipline or resignation of an individual, salaried, public officer or employee.

Executive sessions cannot be used to discuss general personnel problems of the city or a department and cannot be held unless they are listed on the agenda. The Open Meeting Act also requires a specific listing of the type of matter being discussed in an executive session; therefore, executive sessions are limited to the specific item to be discussed and other general City business cannot be discussed at that time. Any action taken as a result of an executive session must be voted on in public. Executive sessions are intended as private, confidential meetings in which the private discussions cannot be disclosed by any of those present – the “city,” and not the individuals present, own that right to confidentiality and only the “city” by a vote of the elected officials can agree to disclose the private discussion.

ATTENDANCE

Attendance at city council meetings by members is addressed by statute and by Section 17 of the City Charter. Any council member who misses more than half of the regular and special meetings that occur within any four-month time period forfeits, as a matter of law, their office. There are no exceptions to the statutory requirement, no ability of the city to waive that requirement, and no action for removal that is required - the forfeiture occurs as a matter of law without any affirmative vote by the other members. Pursuant to the City Charter, any council member’s seat shall be declared vacant if (a) attendance is less than 75 percent of the council meetings in any 12-month period; (b) more than 50 percent of any council meetings are missed in any six-month period; or any four consecutive council meetings are missed.

MEETING SIGN-IN SAMPLE

WELCOME:

Tonight's meeting of the City Council is a regular business meeting in which the Council will consider only the specific items listed on the agenda. The agenda items are proposed by Council and staff as pending issues necessary for the City. Citizen input is allowed regarding any agenda item. By council policy, comments are limited to three minutes, should be directed to the Mayor, and should be presented in a civil and business-like manner that shows respect to your fellow citizens.

This meeting, as are other meetings of the City, is governed by rules of conduct and a Code of Ethics approved by the City Council. That Code requires that the members of the City Council continue the long tradition in our City of civility during meetings, proper conduct toward each other, staff and the public, and open discussion of issues without personal attack or animosity. The Council expectations regarding civility apply to all employees of the City and to the public.

We look forward to your input and a productive meeting.

PLEASE SIGN-IN ONLY IF YOU WISH TO SPEAK ON AN AGENDA ITEM

Name	Address	Phone

CONDUCT, ETHICS & CONFLICT OF INTEREST

One of the more dangerous and sensitive subjects involving council members is the question of conflict of interest. The topic is especially troublesome because the penalty involved, if there is a conflict with a council member and some action being taken by the city, is severe (primarily involving the council member).

SUMMARY OF CONFLICT OF INTEREST AND STATUTES

In general, the conflict of interest statutes fall into four categories, as follows:

- A.** A general prohibition that precludes any city officer, employee, or family member of any officer or employee from doing any business of any type with the city. The violation of the statute is a misdemeanor, the contract or agreement entered into is void as a matter of law, and any member voting to approve the contract is personally liable for the amount of the transaction.
- B.** There are a series of statutes dealing with public trust that preclude the public trust from contracting with trust members or their families; again, if that conduct occurs, the trustee is removed as a matter of law and the contract is void. Further, the public trust statutes preclude bidding in certain instances by family members and again results in any contract approved, even after the bid, being void and the member who has a conflict being guilty of a felony. Further, willful violations result in removal of the trustee.
- C.** There are public finance statutes that provide that no contract with a board member or in which a member "directly or indirectly is interested" will be valid. The contract is treated as void. The purpose of the statute is to provide an additional safeguard concerning the expenditure of monies by public bodies in which individual board members are receiving some interest.
- D.** In addition to the above three conflict of interest statutes, there is also a criminal statute that provides that it is unlawful for any council member to sell materials, supplies or other goods to the city. Any such contract is also void. All members voting yes are personally liable for the amount of the purchase; fines and criminal penalties are provided for.
- E.** Lastly, if you serve on the board of directors of a company doing business with the city, a conflict exists that will require you to excuse yourself from the discussion and voting on those business dealings.

Per the above statutes, the best approach in dealing with possible conflicts is to act with caution. The very basic summary of the rule is that the city cannot contract with any council member or family of any council member; this rule applies even if the council member involved abstains and does not participate in the agreement.

The most likely situation is one in which there is not a direct conflict but some appearance of a conflict because of other business dealings or family members. In those instances, the potential conflict should be disclosed, the potential conflict investigated, and a decision made as to whether the potential conflict is a real conflict.

The statutes that regulate council members fall into the following categories:

1. COUNCIL MEMBERS PROHIBITION FROM DOING BUSINESS WITH THE CITY

The following statute prohibits council members from doing business with the city:

11 Okla.Stat. §8-113 - Prohibited Conduct

- A.** Except as otherwise provided by this section, no municipal officer or employee, or any business in which the officer, employee, or spouse of the officer or employee has a proprietary interest, shall engage in:
 - 1. Selling, buying, or leasing property, real or personal, to or from the municipality;
 - 2. Contracting with the municipality; or
 - 3. Buying or bartering for or otherwise engaging in any manner in the acquisition of any bonds, warrants, or other evidence of indebtedness of the municipality.
- B.** The provisions of this section shall not apply to any officer or employee of any municipality of this state with a population of not more than two thousand five hundred (2,500) according to the latest Federal Decennial Census, who has a proprietary interest in a business which is the only business of that type within five (5) miles of the corporate limits of the municipality. However, any activities permitted by this subsection shall not exceed Two Thousand Five Hundred Dollars (\$2,500.00) for any single activity and shall not exceed Fifteen Thousand Dollars (\$15,000.00) for all activities in any calendar year. Provided, however, such activity may exceed Fifteen Thousand Dollars (\$15,000.00) per year if the municipality purchases items therefrom that are regularly sold to the general public in the normal course of business and the price charged to the municipality by the business does not exceed the price charged to the general public.
- C.** Provisions of this section shall not apply where competitive bids were obtained consistent with municipal ordinance or state law and two or more bids were submitted for the materials, supplies, or services to be procured by the municipality regardless of

the population restrictions of subsection B of this section. Provided the notice of bids was made public and open to all potential bidders.

- D. All bids, both successful and unsuccessful, and all contracts and required bonds shall be placed on file and maintained in the main office of the awarding municipality for a period of five (5) years from the date of opening of bids or for a period of three (3) years from the date of completion of the contract, whichever is longer, shall be open to public inspection and shall be matters of public record.
- E. For purposes of this section, "employee" means any person who is employed by a municipality more than ten (10) hours in a week for more than thirteen (13) consecutive weeks and who enters into, recommends or participates in the decision to enter into any transaction described in subsection A of this section. Any person who receives wages, reimbursement for expenses, or emoluments of any kind from a municipality, any spouse of the person, or any business in which the person or spouse has a proprietary interest shall not buy or otherwise become interested in the transfer of any surplus property of a municipality or a public trust of which the municipality is beneficiary unless the surplus property is offered for sale to the public after notice of the sale is published.
- F. For purposes of this section, "proprietary interest" means ownership of more than twenty-five percent (25%) of the business or of the stock therein or any percentage which constitutes a controlling interest but shall not include any interest held by a blind trust.
- G. Any person convicted of violating the provisions of this section shall be guilty of a misdemeanor. Any transaction entered into in violation of the provisions of this section is void. Any member of a governing body who approves any transaction in violation of the provisions of this section shall be held personally liable for the amount of the transaction.
- H. Notwithstanding the provisions of this section, any officer, director or employee of a financial institution may serve on a board of a public body. Provided, the member shall abstain from voting on any matter relating to a transaction between or involving the financial institution in which they are associated and the public body in which they serve.

2. PUBLIC TRUST CONFLICTS STATUTE

The following statute applies to public trusts and limits the activity of trustees of those trusts:

60 Okla.Stat. §178.8 - Conflict of Interest - Transactions Exempt

- A. Except with regard to residents of a facility for aged persons operated by a public trust, who are trustees of the public trust operating the facility and who comprise less than a majority of the trustees, a conflict of interest shall be deemed to exist in any contractual

relationship in which a trustee of a public trust, or any for-profit firm or corporation in which such trustee or any member of his or her immediate family is an officer, partner, principal stockholder, shall directly or indirectly buy or sell goods or services to, or otherwise contract with such trust. Upon a showing thereof, such trustee shall be subject to removal and such contract shall be deemed unenforceable as against such trust unless the records of such trust shall reflect that such trustee fully and publicly disclosed all such interest or interests, and unless such contractual relationship shall have been secured by competitive bidding following a public invitation to bid.

The following types of transactions are exempt from the aforementioned provisions of this section:

1. The making of any loan or advance of any funds to, or the purchase of any obligations issued by such public trust, in connection with the performance of any of its authorized purposes;
2. Any legal advertising required by law or indenture or determined necessary by the trustees of such public trust;
3. The performance by any bank, trust company or similar entity or any services as a depository; or
4. The sale of any public utility services to such public trust, in which the price of said services is regulated by law.

It shall be the duty of each public trust to compile a list of all conflicts of interest for which its trustees have made disclosure. It shall also be the duty of each trust to compile a list of all dealings between its trustees and the trust which involve the exempted transactions listed above. Such lists shall be compiled semiannually for periods ending June 30 and December 31 of each year. Such lists shall be compiled on forms prescribed by the Oklahoma Tax Commission and shall be matters of public record. Copies of such lists shall be filed with the Secretary of State by September 1 and March 1 of each year.

- B. The provisions of this section shall be inapplicable to any public trust created and existing prior to July 1, 1988, if all bonds issued by such public trust are required to be issued under and pursuant to a single bond indenture by amendment or supplement thereto and if the instrument or will creating such public trust and the bond indenture under which such trust must issue all bonds shall have been held to be valid and binding agreements in an opinion of the Supreme Court of the State of Oklahoma; and nothing in this section shall impair or be deemed to impair the trust indenture, the bond indenture, or existing or future obligations of such public trust.

3. PUBLIC COMPETITIVE BIDDING ACT PROHIBITION FOR BIDDING

The following statute applies to contracts entered into pursuant to the Oklahoma Public Competitive Bidding Act:

61 Okla.Stat. §114 - Conflict of Interest

The chief administrative officer and members of the governing body of the awarding public agency authorizing or awarding or supervising the execution of a public construction contract, and their relatives within the third degree of consanguinity or affinity, are forbidden to be interested directly or indirectly through stock ownership, partnership interest or otherwise in any such contract. Contracts entered into in violation of this section shall be void. Persons willfully violating this section shall be guilty of a felony and shall be subject to removal from office.

4. CRIMINAL STATUTES

The following criminal statutes may apply to council members in certain circumstances:

21 Okla.Stat. §355 - Furnishing Public Supplies for Consideration-Exceptions

- A. It shall be unlawful for any member of any board of county commissioners, city council or other governing body of any city, board of trustees of any town, board of directors of any township, board of education of any city or school district, to furnish, for a consideration any material or supplies for the use of the county, city, town, township, or school district.
- B. The provisions of this section shall not apply to those municipal officers who are subject to Section 8-113 of Title 11 of the Oklahoma Statutes or to a member of any board of education of a school district in this state which does not include any part of a municipality with a population greater than two thousand five hundred (2,500) according to the latest Federal Decennial Census when the board member is the only person who furnishes the material or supplies within ten (10) miles of the corporate limits of the municipality. However, any activities permitted by this subsection shall not exceed Five Hundred Dollars (\$500.00) for any single activity and shall not exceed Two Thousand Five Hundred Dollars (\$2,500.00) for all activities in any calendar year.
- C. It shall not be unlawful for any member of any board of county commissioners, city council or other governing body of any city, board of trustees of any town, board of directors of any township, or board of education of any school district to vote to purchase materials or supplies from a business that employs a member of the governing body or employs the spouse of a member if the member or the spouse of a member has an interest in the business of five percent (5%) or less.

21 Okla.Stat. §344 - Personal Interest of Official in Transaction-Penalty

- A. Except as otherwise provided in this section, every public officer, being authorized to sell or lease any property, or make any contract in his or her official capacity, who voluntarily becomes interested individually in such sale, lease or contract, directly or indirectly, is guilty of a misdemeanor.
- B. The provisions of this section shall not apply to:
 - 1. Municipal officers who are subject to the provisions of Section 8-113 of Title 11 of the Oklahoma Statutes; and
 - 2. Conservation district board members participating in programs authorized by Section 3-2-106 of Title 27A of the Oklahoma Statutes.

CODE OF ETHICS FOR ELECTED OFFICIALS

The Code of Ethics is in place, and has as its foundation, the principle that the governing body should enact rules for its conduct, and should be responsible to ensure that those rules are enforced.

THE THREE R'S OF GOVERNMENT LEADERSHIP: ROLES, RESPONSIBILITIES AND RESPECT

Oklahoma State Statutes and City Ordinances provide detailed information on the roles and responsibilities of council members, the vice mayor and the mayor. This code is intended as a policy statement for the council to help ensure fair, ethical and accountable local government.

This Code of Ethics is designed to describe the manner in which council members should treat one another, city staff, constituents, and others that they may come into contact with while representing the city. The policy defines more clearly the behavior, manners and courtesies that are suitable for various occasions. The policy also considers a wide variety of policy changes and clarifications designed to make public meetings and the process of governance run more smoothly.

The constant and consistent theme through all of the conduct guidelines is "respect." Council members experience huge workloads and tremendous stress in making decisions that could impact thousands of lives. Despite these pressures, elected officials are called upon to exhibit appropriate behavior at all times. Demonstrating respect for each individual, through words and actions, is the touchstone that can help guide Council Members to do the right thing in even the most difficult situations.

OVERVIEW OF ROLES & RESPONSIBILITIES

Other resources that are helpful in defining the roles and responsibilities of elected officials can be found in the Oklahoma State Statutes, City Charter and Code of Ordinances and the Municipal Handbook from the Oklahoma Municipal League.

MAYOR

- Acts as the official head of the city for all ceremonial purposes and military law.
- Chairs council meetings.
- Calls for special meetings.
- Recognized as spokesperson for the city.
- Selects substitute for city representation when mayor cannot attend.
- Makes judgment calls on proclamations.
- Recommends subcommittees, as appropriate, for council approval.
- Leads the council into an effective, cohesive working team.
- Signs documents on behalf of the city.

VICE MAYOR

- Performs the duties of the mayor if the mayor is absent or disabled.
- Chairs board meetings at the request of the mayor.
- Represents the city at ceremonial functions at the request of the mayor.

BOARD MEMBERS

- All members of the city council, including those serving as mayor and vice mayor, have equal votes.
- No board member has more power than any other board member, and all should be treated with equal respect.

RESPONSIBILITY OF ALL BOARD MEMBERS

- Fully participate in board meetings and other public forums while demonstrating respect, kindness, consideration, and courtesy to others, including the public, other board members, and employees of the City.
- Moves or makes motions on agenda items at board meetings.
- Prepare in advance of meetings and be familiar with issues on the agenda.
- Represent the city at ceremonial functions at the request of the mayor.
- Be respectful of other people's time.
- Stay focused and act efficiently during public meetings.
- Serve as a model of leadership and civility to the community.
- Inspire public confidence in our government.
- Provide contact information with the administration in case an emergency or urgent situation arises.
- Demonstrate honesty and integrity in every action and statement.
- Participate in scheduled activities to increase team effectiveness and review council procedures, such as this Code of Conduct.

MEETING CHAIR

The mayor will chair official meetings of the city council, unless the vice mayor or another council member is designated as chair of a specific meeting.

The Chair shall:

- Maintain order, decorum and the fair and equitable treatment of all speakers.
- Keep discussion and questions focused on specific agenda items under consideration. Make parliamentary rulings with advice, if requested, from the city manager, who shall act as an advisory parliamentarian.

POLICY ROLE OF THE CITY COUNCIL

Members shall respect and adhere to the structure of the city government as outlined by Oklahoma Statutes and City Charter. The Board members shall be informed of their role in their form of government and shall not interfere in those areas of operation that are the responsibility of others in their form of government. Except as where specifically allowed by

statute, Board members should not interfere with the administrative functions of the city or the professional duties of city staff, nor shall they impair the ability of staff to implement council policy decisions.

POLICIES & PROTOCOL RELATED TO CONDUCT

- A. Ceremonial Events:** Requests for a City representative at ceremonial events will be handled by city staff. The mayor will serve as the designated city representative. If the mayor is unavailable, then city staff will determine if event organizers would like another representative from the council. If yes, then the mayor will recommend which council member should be asked to serve as a substitute. Invitations received at city hall are presumed to be for official city representation. Invitations addressed to council members at their homes are presumed to be for unofficial, personal consideration.
- B. Correspondence Signatures:** City staff will assist, through the management of the City, in the preparation of any official correspondence needed by the Board. All board members should be aware that all correspondence generated by them in their official capacity will likely be subject to the Open Records Act and, therefore, will become a public record subject to inspection by any member of the public.
- C. Endorsement of Candidates:** Board members have the right to endorse candidates for all council seats or other elected offices. It is inappropriate to mention endorsements during council meetings or other official city meetings.
- D. Public Meeting Hearing Protocol:** The applicant or appellant shall have the right to speak first. The chair will determine the length of time allowed for this presentation. Speakers representing either pro or con points of view will be allowed to follow. The chair will determine how much time will be allowed for each speaker, with three to five minutes the standard time granted. The applicant or appellant will be allowed to make closing comments. The chair has the responsibility to run an efficient public meeting and has the discretion to modify the public hearing process in order to make the meeting run smoothly. After the close of a public hearing, no more public testimony will be accepted unless the chair reopens the public hearing for a limited and specific purpose.
 - a. Board members should not express opinions during the public hearing portion of the meeting except to ask pertinent questions of the speaker or staff. "I think" and "I feel" comments by council members are not appropriate until after the close of the public hearing. Board members should refrain from arguing or debating with the public during a public hearing and shall always show respect for different points of view.
- E. Travel Expenses:** All council travel, in which the council member expects to officially

represent the city and/or be reimbursed by the city for travel costs, must be approved in accordance with the city's travel and expense reimbursement policy.

BOARD MEMBER CONDUCT WITH ONE ANOTHER

Boards are composed of individuals with a wide variety of backgrounds, personalities, values, opinions and goals. Despite this diversity, all have chosen to serve in public office in order to preserve and protect the present and the future of our community. In all cases, this common goal should be acknowledged even as the council may "agree to disagree" on contentious issues.

IN PUBLIC MEETINGS

- A. Practice Civility and Decorum in Discussions and Debate:** Difficult questions, tough challenges to a particular point of view, and criticism of ideas and information are legitimate elements of a free democracy in action. This does not allow, however, council members to make belligerent, personal, impertinent, slanderous, threatening, abusive or disparaging comments. No shouting or physical actions will be tolerated.
- B. Honor the Role of the Chair in Maintaining Order:** It is the responsibility of the chair to keep the comments of council members on track during public meetings. Board members should honor efforts by the chair to focus discussion on current agenda items. If there is disagreement about the agenda or the chair's actions, those objections should be voiced politely and with reason, following procedures outlined in parliamentary procedure.
- C. Avoid Personal Comments That Could Offend Other Board Members:** If a board member is personally offended by the remarks of another board member, the offended member should make notes of the actual words used and call for a "point of personal privilege" that challenges the other member to justify or apologize for the language used. The chair will maintain control of this discussion.
- D. Demonstrate Effective Problem-Solving Approaches:** Board members have a public stage to show how individuals with disparate points of view can find common ground and seek a compromise that benefits the community as a whole.

IN PRIVATE ENCOUNTERS

- A. Continue Respectful Behavior in Private:** The same level of respect and consideration of differing points of view that is deemed appropriate for public discussions should be maintained in private conversations.
- B. Be Aware of the Insecurity of Written Notes, Voicemail Messages, And Email:** Technology allows words written or said without much forethought to be distributed wide and far. Would you feel comfortable to have this note faxed to others? How would you feel if this voice mail message was played on a speaker phone in a full office? What

would happen if this email message was forwarded to others? Written notes, voice mail messages, text messages, and email should be treated as potentially "public" communication.

- C. Even Private Conversations Can Have a Public Presence:** Elected officials are always on display -- their actions, mannerisms, and language are monitored by people around them that they may not know. Lunch table conversations will be eavesdropped upon, parking lot debates will be watched, and casual comments between individuals before and after public meetings noted.

BOARD CONDUCT WITH CITY STAFF

Governance of a city relies on the cooperative efforts of elected officials, who set policy, and city staff, who implement and administer the board's policies. Therefore, every effort should be made to be cooperative and show mutual respect for the contributions made by each individual for the good of the community.

- A. Treat All Staff as Professionals:** Clear, honest communication that respects the abilities, experience and dignity of each individual is expected. Poor behavior toward staff is not acceptable.
- B. Limit Contact to Specific City Staff:** Questions of city staff and/or requests for additional background information should be directed through the appropriate channels and management. Requests for follow-up or directions to staff should be made only through the proper channels. When in doubt about what staff contact is appropriate, council members should confer with management for direction and be sure that the contact is appropriate in the form of government applicable. Materials supplied to a board member in response to a request will be made available to all members of the board so that all have equal access to information.
- C. Never Publicly Criticize an Individual Employee:** Board members should never express concerns about the performance of a city employee in public, to the employee directly, or to the employee's department head. Comments about staff performance should only be made through management through private correspondence or conversation.
 - a. Do not get involved in daily administrative functions, except those involving committees established by the board and those involving council agenda items in which management is presenting the item to the board for consideration.
 - b. Board members must not attempt to influence city staff on the making of appointments, awarding of contracts, selecting of consultants, processing of development applications, or granting of city licenses and permits, except to the extent those items involve board agenda items or items presented to board committees.

- D. Check with City Staff on Correspondence Before Taking Action:** Before sending correspondence, board members should check with city staff to see if an official city response has already been sent or is in progress.
- E. Limit Request for Staff Support:** Routine secretarial support will be provided to all council members. All mail for board members is opened by management, unless other arrangements are requested by a board member. Requests for additional staff support, even in high priority or emergency situations, should be made through management, who is responsible for allocating city resources in order to maintain a professional, well-run city government.

COUNCIL ACCESS AND USE OF PUBLIC FACILITIES AND EQUIPMENT

The board acknowledges that the powers bestowed on council by state law are granted to the board as a whole, and not to individual board members. As such, the powers granted to council are only exercised in public meetings in compliance with the Oklahoma Open Meeting Act.

Individual board members, including the mayor, do not have any greater access to public facilities, work sites, or city owned property and equipment than the public at large. Neither the board nor mayor are provided offices at city hall or any other city facility, and should direct any request for assistance with official duties (clerical, mailing, travel arrangements, etc.) through management.

The use of any city equipment, even if authorized and provided through the proper channels, shall be in accordance with the policies of the city, and not for personal use.

Board members are provided city email accounts for city business, in order to comply with legal requirements for the preservation of public records and to ensure that there is compliance with the city's computer usage policies, all council members should conduct city business through the city email account only, with the failure to do so subject not only to the sanctions outlined herein, but also the risk of other individual legal liability for violation of the Oklahoma Open Records Act.

COUNCIL CONDUCT WITH THE PUBLIC: IN UNOFFICIAL SETTINGS

- A. Make No Promises on Behalf of the Board:** Board members will frequently be asked to explain a council action or to give their opinion about an issue as they meet and talk with constituents in the community. It is appropriate to give a brief overview of city policy and to refer to city staff for further information. It is inappropriate to overtly or implicitly promise council action, or to promise city staff will do something specific (repair a street, solve a drainage problem, install street signs, etc.).
- B. Make No Personal Comments About Other Board Members:** It is acceptable to publicly disagree about an issue, but it is unacceptable to make derogatory comments about

other council members, their opinions and actions.

- C. Remember That Despite Its Impressive Population Figures, This City Is a Small Town at Heart:** Board members are constantly being observed by the community every day that they serve in office. Their behaviors and comments serve as models for proper deportment in the city. Honesty and respect for the dignity of each individual should be reflected in every word and action taken by council members, 24 hours a day, seven days a week. It is a serious and continuous responsibility.

BOARD MEMBER CONDUCT WITH OTHER PUBLIC AGENCIES

- A. Be Clear About Representing the City or Personal Interests:** If a board member appears before another governmental agency or organization to give a statement on an issue, the council member must clearly state:
- a. If his or her statement reflects personal opinion or is the official stance of the city;
 - b. Whether this is the majority or minority opinion of the board. If the board member is representing the city, the member must support and advocate the official city position on an issue, not a personal viewpoint.
 - c. If the board member is representing another organization whose position is different from the city, the member should withdraw from voting on the issue if it significantly impacts or is detrimental to the city's interest. Board members should be clear about which organizations they represent and inform the mayor and council of their involvement.
- B. Correspondence Also Should Be Equally Clear About Representation:** City letterhead may be used when the board member is representing the city and the city's official position. A copy of official correspondence should be given to the city manager for filing as part of the permanent public record.

BOARD MEMBER CONDUCT WITH BOARDS AND COMMISSIONS

The city has established several boards and commissions as a means of gathering more community input. Citizens who serve on boards and commissions become more involved in government and serve as advisors to the city council. They are a valuable resource to the city's leadership and should be treated with appreciation and respect.

- A. If Attending a Board or Commission Meeting, Be Careful to Only Express Personal Opinions:** Board members may attend any board or commission meeting, which are always open to any member of the public. However, they should be sensitive to the way their participation -- especially if it is on behalf of an individual, business or developer --

could be viewed as unfairly affecting the process. Any public comments by a board member at a board or commission meeting should be clearly made as individual opinion and not a representation of the feelings of the entire city council.

- B. Limit Contact with Board and Commission Members to Questions of Clarification:** It is inappropriate for a council member to contact a board or commission member to lobby on behalf of an individual, business, or developer. It is acceptable for council members to contact board or commission members in order to clarify a position taken by the board or commission.
- C. Remember That Boards and Commissions Serve the Community:** The city council appoints individuals to serve on boards and commissions, and it is the responsibility of boards and commissions to follow policy established by the council. But board and commission members do not report to individual council members, nor should council members feel they have the power or right to threaten board and commission members with removal if they disagree about an issue. Appointment and reappointment to a board or commission should be based on such criteria as expertise, ability to work with staff and the public, and commitment to fulfilling official duties. A board or commission appointment should not be used as a political "reward."
- D. Be Respectful of Diverse Opinions:** A primary role of boards and commissions is to represent many points of view in the community and to provide the council with advice based on a full spectrum of concerns and perspectives. Board members may have a closer working relationship with some individuals serving on boards and commissions, but must be fair and respectful of all citizens serving on boards and commissions.
- E. Keep Political Support Away from Public Forums:** Board and commission members may offer political support to a council member, but not in a public forum while conducting official duties. Conversely, council members may support board and commission members who are running for office, but not in an official forum in their capacity as a council member.
- F. Inappropriate Behavior Can Lead to Removal:** Inappropriate behavior by a board or commission member should be noted to the mayor, and the mayor should counsel the offending member. If inappropriate behavior continues, the mayor should bring the situation to the attention of the council and the individual is subject to removal from the board or commission.

COUNCIL CONDUCT WITH THE MEDIA

Council members are frequently contacted by the media for background and quotes.

- A. The Best Advice for Dealing with The Media is to Never Go "Off the Record":** Most members of the media represent the highest levels of journalistic integrity and ethics,

and can be trusted to keep their word. But one bad experience can be catastrophic. Words that are not said cannot be quoted.

- B. The Mayor Is the Official Spokesperson for the City's Position:** The Mayor is the designated representative of the Council to present and speak on the official city position. If an individual council member is contacted by the media, the council member should be clear about whether their comments represent the official city position or a personal viewpoint.
- C. Choose Words Carefully and Cautiously:** Comments taken out of context can cause problems. Be especially cautious about humor, sardonic asides, sarcasm or word play. It is never appropriate to use personal slurs or swear words when talking with the media.

SANCTIONS

- A. Public Disruption:** Members of the public who do not follow proper conduct after a warning in a public hearing maybe barred from further testimony at that meeting or removed from the council chambers.
- B. Inappropriate Staff Behavior:** Board members should refer to the administration any city staff who does not follow proper conduct in their dealings with board members, other city staff, or the public. These employees may be disciplined in accordance with standard city procedures for such actions.
- C. Board Members Behavior and Conduct:** City board members who intentionally and repeatedly do not follow proper conduct may be reprimanded or formally censured by the council, lose seniority or committee assignments (both within the city or with inter-government agencies). Serious infractions of the Code of Ethics or Code of Conduct could lead to other sanctions as deemed appropriate by board.

Board members should point out to the offending council member infractions of the Code of Conduct. If the offenses continue, then the matter should be referred to the mayor in private. If the mayor is the individual whose actions are being challenged, then the matter should be referred to the vice mayor.

It is the responsibility of the mayor to initiate action if a board member's behavior may warrant sanction. If no action is taken by the mayor, the alleged violation(s) can be brought up with the full council in a public meeting.

If violation of the Code of Conduct is outside of the observed behaviors by the mayor or council members, the alleged violation should be referred to the mayor. The city council should ask the appropriate staff member to investigate the allegation and report the findings to the city council. It is the city council's responsibility to take the next appropriate action. These actions

can include, but are not limited to: discussing and counseling the individual on the violations; recommending sanction to the full council to consider in a public meeting; or forming a council ad hoc subcommittee to review the allegation; the investigation and its findings, as well as, to recommend sanction options for council consideration.

- A. City staff shall provide a copy of this resolution to the members of all city boards and commission to ensure they are familiar with the guidelines established by the city council.
- B. Additional ethical restrictions, based on state law, apply to any financial conflict of interest issue that may arise, and those issues should be addressed on an individual basis as they arise.

GIVING AND RECEIVING GIFTS

When the season of giving is upon us, it is within the human spirit to give. While not limited to the holiday season, this is often the time of year municipal employers might want to give employees a Christmas bonus, providing a turkey/ham or giving the city/town councilmember a gift. Although the intent is good, it can cause a great deal of confusion for city employees and members of the governing body. OK Const. Article 10 §14 states that “Except as otherwise provided by this section, taxes shall be levied and collected by general laws, and for public purposes only, et al.” Basically, this prohibits gifts or donations of public funds directly by the payment of money, including providing free rent, utilities or other services, or indirectly by lending public equipment or the labor of public employees when the primary benefit goes to a private corporation, association, or individual.

Oklahoma State Laws have strict regulations about changing an elected official’s salary while he/she is in office. What about giving a turkey or a ham? It seems harmless, but if the turkey or ham was purchased with public funds, it could be considered an emolument (fringe benefit). Laws in Oklahoma prohibit an elected or appointed official’s salary or emolument to be changed after his or her election and/or appointment. Municipal employees may receive a Christmas bonus or a turkey/ham as compensation, but this is a matter of policy. A Christmas bonus or free turkey/ham is not a gift when it is used as payment in exchange for service to the public as a whole. The value of the compensation must be figured as income for reporting purposes under state and federal laws. For a non-cash item to be a true payment, it must be recorded as a real part of one’s salary.

It is important to consult with your city attorney when implementing a policy for the expenditure of public funds. Relying and acting upon the advice of your municipal attorney offers a measure of protection that otherwise you would not have if you act without consultation.

MUNICIPAL ELECTED OFFICIAL TRAITS

1. The best elected officials possess the following traits:

- A genuine desire to benefit the public being served, not just a constituency that may have elected them.
- A willingness to seek training or other learning opportunities.
- A willingness to look at options before a decision is made.
- Honesty, knowledgeable, consensus-builder.
- Respect for coworkers, both peers and subordinates.
- A desire to share their insights and experience with similar entities, and not just the unit of government that they currently serve.
- High moral and ethical standards that supersede legal standards.
- A willingness to work together as a team towards common goals.
- A mindset that is open to compromise.
- A willingness to take the time to research all sides of an issue before making a final decision
- An appreciation that there will be times when everyone will not agree.
- A willingness and ability to communicate.
- Understands that we are all human and sometimes make mistakes.
- Thoughtful, consistent, supportive, responsible, practical, and intelligent.

2. Conduct by an elected official that is most damaging to a municipality is the following:

- Any attempt through private meetings to make a decision that should be made in accord with the open meeting act, followed closely by any attempts to subvert the ordinary chain of command by giving orders to staff members that their supervisors are not made aware of.
- Making “busy” work for staff.
- Using the position for financial gain for themselves or individuals, and using the position to only further the agenda of certain individuals, or certain groups of individuals.
- Self-serving decision making.
- Vindictive decision making.
- Making very important decisions without fully researching all the issues.
- Believing and buying in to people who only tell you part of a story – the part that best suits them and their motives.
- Having a “plant” at City Council meetings to perform the dirty work for a Councilmember.
- Being involved with day-to-day operations instead of performing their roles as policy maker.
- Believing “everything” that they hear on the street or read in the local newspaper.
- The “gotcha” member. They wait until the meeting to ask questions often only to make themselves look good at the cost of making others look bad. They often distrust staff, their fellow members, and revel in failures more than the successes.

3. Conduct by an elected official that is most beneficial to a municipality is the following:

- An intelligent search for ways to make the city and the lives of its citizens better, safer, and more productive.
- Working with other elected officials and staff to make decisions that will benefit all citizens.
- The newly elected official should keep his/her mouth closed and ears open for the first several months while they learn the parameters of what they can or more especially cannot do in their elected capacity.
- They should research the history of the issues of the day by asking questions of all sides and make sure they listen more than they speak.
- They must be fully informed to maintain credibility.
- Maintaining an open mind.
- Compliment staff in public and criticize staff in private, if criticism is warranted.
- Being positive and calm.

EXAMPLE SOCIAL MEDIA IMPRESSUM

Use on social media, particularly Facebook, so you can confidently hide or delete comments.

Comments posted to this page will be monitored. The City of Chickasha reserves the right to hide or remove comments, including those that have obscene language or sexual content, threaten a person or organization, support or oppose political candidates or ballot propositions, promote or encourage illegal activity, promote commercial services or products, promote individual causes, websites or social media sites or are not topically related to the particular posting.

CONFIDENTIALITY AGREEMENT FOR EXECUTIVE SESSION

This Confidentiality Agreement between the parties signing below establishes that all information discussed, heard or read in the City Council Executive Session on _____, will not be released, copied, discussed or shared in any manner with any individual other than City Council members present in the Executive Session, members of City staff present during the Executive Session, and other persons authorized by the City Council to be present in the Executive Session. Breach of this Confidentiality Agreement may result in personal liability and potential violation of the Oklahoma Open Meeting Act.

I have read the above statement regarding confidentiality and agree to abide by it to the best of my ability.

Signed on this _____ day of _____.

Mayor

City Manager

Vice Mayor

City Attorney

CITY COUNCIL DISCLOSURE OF INTEREST FORM

The undersigned, in accordance with City Ordinance and State Law, hereby discloses the following Conflict of Interest:

- A. I have an interest in following issue that is pending:
- B. My conflict exists because of the following:
- C. Does the transaction involve any of the following:
 - a. Selling, buying, or leasing property, real or personal, to or from the municipality;
 - b. Contracting with the municipality; or
 - c. Buying or bartering for or otherwise engaging in any manner in the acquisition of any bonds, warrants, or other evidence of indebtedness of the municipality.

If yes, AND you or an immediate family member are engaging in that activity, the action is illegal. If your interest is in a company doing business with the City and your interests consists of a "proprietary interest" or ownership of more than twenty-five percent (25%) of the business or of the stock therein or any percentage which constitutes a controlling interest, the transaction is illegal. Does this section apply to your transaction? YES / NO

- D. Competitive Bidding. Is the contract for a construction project involving more than \$50,000? If yes, you are forbidden to be interested directly or indirectly through stock ownership, partnership interest or otherwise in any such contract. Does this section apply to your transaction? YES / NO
- E. I have an interest in an issue that will appear on a City Council agenda, as follows:

- a. I understand that because my interest is a personal or family interest in which I have a financial risk in the outcome of the vote, I am precluded from voting on this issue. I understand I can present factual information to the board as a member of the public could, and understand that even though I am not legally required to leave the room during the council's discussion of this matter, that I have been advised I should do so. Does this section apply to your transaction?
YES / NO
- b. I or a family member has an interest in an issue appearing before council. I do not have any direct or indirect financial interest in the outcome of the vote, and am making this disclosure to avoid any allegation that I had an inappropriate conflict of interest. Does this section apply to your transaction? YES / NO

Dated this _____ day of _____, 20__

Signature

City Clerk

City Attorney

RESPONSIBILITY AS AN ELECTED PERSON

Elected persons are responsible for more than just their conduct, which is detailed in Section Two: Conduct, Ethics and Conflict of Interest. They are also responsible for financial tasks like budgeting and accounting. All Cities are required by law to budget and account for the revenues and expenditures made by the City. The City is also required by law to have an audit conducted each year by a licensed independent auditing firm. Finance is responsible for all accounting functions, debt services, investments, asset management, budgeting, rate analysis, and purchasing.

Accounting

The Finance Department is responsible for developing and maintaining accounting and reporting systems for the City, and any public trusts that the City exercises oversight authority.

The City accounts for governmental funds, which include General Fund, Capital Project Funds, Debt Service Funds, and Special Revenue Funds based on the modified accrual basis of accounting. Under this method, revenues are recognized when “measurable and available”. Measurable means knowing or being able to reasonably estimate the amount. Available means collectible within the current period or soon enough thereafter (defined by the City as 60 days after year end) to pay current liabilities. The primary revenue sources, which have been treated as susceptible to accrual by the City, are sales tax, police fines, user fees, intergovernmental revenues, and other taxes. Expenditures (including capital outlay) are recorded when the related fund liability is incurred, except for general obligation bond principal and interest which are recorded when due.

The City also accounts for proprietary funds based on the accrual basis of accounting. Under this method, revenues are recognized when earned and expenses are recorded when the liability is incurred or economic asset used.

The City utilizes encumbrance accounting in all funds under which purchase orders, contracts, and other commitments for the expenditure of funds are recorded in order to reserve a portion of the applicable appropriation. Encumbrances outstanding at year-end are not considered expenditures for budgetary purposes, but are reported as a reservation of fund balance since the City intends to honor the commitments and provide for supplemental appropriations in the following budget year. All appropriations lapse at year-end.

The City’s financial accounting software package may also include modules for budgeting and purchasing.

In the normal course of business, the City might participate in various federal and state grant programs from year to year. Each program contains specific conditions and accounting requirements, which must be met to ensure reimbursement and safeguard of the City’s eligibility for future grant awards.

Budgeting

The administrative staff is responsible for developing a budget for review by the City Council. The goal and purpose of the budget is to allocate available funds to accomplish the policies and directions provided by the Council through the City Manager.

Budget Process

A detailed request is prepared for the specific department operating budget, equipment needs and capital projects and is submitted for analysis. Meetings are held with the various Department Heads to affirm objectives, set priorities and justify work programs. The City Council and Municipal Authority Trustees deliberate upon the proposed budget by holding a public hearing to approve the annual budget no later than seven (7) days prior to the end of the current fiscal year. The City Council must approve the budget before any expenditure is made in the new fiscal year.

Passage of the budget is a major milestone for the City, but not the end of the process. After passage, the budget is entered into the City's financial accounting package. The budget is monitored throughout the year as a part of the budget process. Further, progress reports of revenues and expenditures on a monthly basis are presented to the Council.

UNDERSTANDING MUNICIPAL TRUSTS AND AUTHORITIES

Oklahoma law allows for the creation of a public trust for limited purposes. In doing so, the city gains some advantages in the ability to finance projects and some other differences in how it can conduct its' business. The greatest advantage is the ability to sell revenue bonds to finance construction of public utilities or other projects that can be funded by the revenue that is created. The revenue bonds can be approved and sold by a vote of the Trustees of the Trust and do not require a vote of the people, as do general obligation bonds that are used by the city to finance projects.

Many trusts in Oklahoma have been created to allow that flexibility. The trust is for all purposes a separate, legal entity and therefore, required to have separate meetings and separate agendas for its meetings. The Trustees of the Trust are designated by the trust documents, and many times will be elected officials of the city. Although we sometimes refer to the two entities as one and the same, they are not. Each entity has its own budget, has its own financial structure, and does business in specific areas without mingling its financial affairs with the other entity. All of the open meeting and open record restrictions that apply to the City will apply to the trust. Although your form of government may have special limitations on the roles of the Mayor and other elected officials, the Trust Indenture should be reviewed to determine the specific powers of the trustees of the trust that governs your operations.

Cities are allowed by law to create different types of entities to carry out municipal functions. Three areas in which these entities may exist are as follows:

A. PUBLIC TRUSTS.

State law allows "public trusts" to be created to carry out projects that otherwise could not be conducted by the City. The primary purpose of a public trust is to create more flexibility in financial transactions that the city is able to use in operations, primarily because of constitutional limitations. The trust will qualify as a public trust only if the trust has a purpose that is public in nature and the City has agreed to be the beneficiary of the trust. Public trusts are also subject to the open meeting act and many the regulations that govern the City. The City of Chickasha has created the following public trusts:

Chickasha Municipal Authority;

Chickasha Municipal Airport Authority;

Chickasha Industrial Authority.

PUBLIC TRUST CONFLICTS STATUTE

The following statute applies to public trusts and limits the activity of trustees of those trusts:

60 Okla.Stat. §178.8 - Conflict of Interest - Transactions Exempt

- A.** Except with regard to residents of a facility for aged persons operated by a public trust, who are trustees of the public trust operating the facility and who comprise less than a majority of the trustees, a conflict of interest shall be deemed to exist in any contractual relationship in which a trustee of a public trust, or any for-profit firm or corporation in which such trustee or any member of his or her immediate family is an officer, partner, principal stockholder, shall directly or indirectly buy or sell goods or services to, or otherwise contract with such trust. Upon a showing, thereof, such trustee shall be subject to removal and such contract shall be deemed unenforceable as against such trust unless the records of such trust shall reflect that such trustee fully and publicly disclosed all such interest or interests, and unless such contractual relationship shall have been secured by competitive bidding following a public invitation to bid.

The following types of transactions are exempt from the aforementioned provisions of this section:

1. The making of any loan or advance of any funds to, or the purchase of any obligations issued by such public trust, in connection with the performance of any of its authorized purposes;
2. Any legal advertising required by law or indenture or determined necessary by the trustees of such public trust;
3. The performance by any bank, trust company or similar entity or any services as a depository; or
4. The sale of any public utility services to such public trust, in which the price of said services is regulated by law.

It shall be the duty of each public trust to compile a list of all conflicts of interest for which its trustees have made disclosure. It shall also be the duty of each trust to compile a list of all dealings between its trustees and the trust which involve the exempted transactions listed above. Such lists shall be compiled semiannually for periods ending June 30 and December 31 of each year. Such lists shall be compiled on forms prescribed by the Oklahoma Tax Commission and shall be matters of public record. Copies of such lists shall be filed with the Secretary of State by September 1 and March 1 of each year.

- B.** The provisions of this section shall be inapplicable to any public trust created and existing prior to July 1, 1988, if all bonds issued by such public trust are required to be issued under and pursuant to a single bond indenture by amendment or supplement

thereto and if the instrument or will creating such public trust and the bond indenture under which such trust must issue all bonds shall have been held to be valid and binding agreements in an opinion of the Supreme Court of the State of Oklahoma; and nothing in this section shall impair or be deemed to impair the trust indenture, the bond indenture, or existing or future obligations of such public trust.

B. STATUTORY BOARDS.

State law requires or allows cities to create certain boards and commissions, those boards have specific purposes that are established by state law. As statutory boards they are generally subject to the open meeting act. The following statutory boards have been created by the City of Chickasha:

City of Chickasha Planning Commission;

City of Chickasha Board of Adjustments

C. CITY CREATED COUNCIL COMMITTEES.

Chickasha may create council committees to assist the council and staff in addressing certain issues that may arise. These committees are composed of up to three council members, are advisory only and are not subject to the open meeting act. Some examples of city created committees might include an Appointment Committee, Finance and Development Committee, Legislative Committee, or Public Works Committee.

BEST PRACTICES FOR ELECTED OFFICIALS

BUILDING STABILITY

Our goals should be the same for the mayor, elected council member and city employee, that we want the following things in our city government:

- A. **Stability:** Everyone we deal with needs our government to be stable, meaning predictable, reliable and consistent in how we do business.
- B. **Fulfilling:** Our city government experience should be fulfilling for everyone involved, from the highest ranking to the lowest ranking person associated with our government. We get there by accomplishing good goals, and by leaving it better than we found it.
- C. **Enjoyable:** We deal with difficult issues sometimes, but the experience of working to make our government better should be enjoyable for everyone involved.

The more stable our cities are, the more fulfilling and enjoyable our service will be. The stability test was created as a way to measure how our cities are doing; the 10 categories used were chosen based on input from a number of municipal officials, with the idea that we should identify the broad areas that should be measured to determine how well our communities are functioning. Some cities have adopted this test as a framework for annual retreats, using it to identify areas in which they seek improvement and as a way to measure how they have improved from year to year.

- 1. Financial Stability:** Do you have enough money to operate?
 - a. Create a written policy that establishes financial goals for the city, approved by council resolution that gives clear direction to staff.
 - b. Determine an appropriate reserve policy with realistic goals.
 - c. Clear, simple, monthly reports to elected officials.
- 2. Governing Body Stability:** How stable is your governing body?
 - a. Hold an annual training, including training to staff and elected officials about meeting protocol.
 - b. Plan to hold an annual retreat to set goals.
 - c. Hold regular meetings with staff to ensure all are working on the projects that are important.
 - d. Have a code of ethics for elected officials.
 - e. Have a best practices resolution for oversight.
 - f. Be professional.
- 3. Meetings:** How good are your meetings?
 - a. They should be business meetings.
 - b. Have respect for fellow elected officials.

- c. Have and abide by clear meeting rules.
- d. Include a good balance of public input limited to agenda topics.
- e. Attend meetings in other cities and learn from them.

4. Employees: How good is your workforce?

- a. How do you instill pride in their work?
- b. Improve uniforms and appearance with employee help.
- c. Provide a good salary and benefits.
- d. Create a sense of being a part of the team that works toward a common goal.
- e. Show appreciation to your employees.

5. Public Image: What does the public think of Chickasha?

- a. Having good, professional meetings will help.
- b. Emphasize what you do well.
- c. What do city owned properties look like?
- d. What does city owned equipment look like?
- e. Do you show appreciation to vendors?
- f. Do you pay on time?

6. Crisis Management: How do you handle a crisis?

- a. Understand everyone's role.
- b. Understand operations before an event.
- c. Have elected officials tour emergency management facilities and understand who is in charge.

7. Economic Development: Are you involved in economic development?

- a. Have you set goals for economic development?
- b. Does the city own land for development?
- c. Do you have an economic development director or contract?

8. Planning & Goal Setting: How well do you plan and set goals for city projects?

- a. Hold an annual or regular goal setting meeting with written results.
- b. Have short term and long term planning.
- c. Have clear communication, including action steps.

9. Administration: How stable has your upper management been?

- a. Identify the strengths and weaknesses of a good working relationship.
- b. Communicate about expectations.
- c. Build and maintain trust between the elected officials and the administration.

10. Communication: How well do you communicate?

- a. Create a communications system that is agreed to, that may include:

- i. Weekly reports
 - ii. Annual reports
 - iii. City newsletter
 - iv. Employee newsletter
 - v. Email of important events
- b. If possible, have council committees
- c. Informal time with elected officials for management

If we can find stability in these 10 areas, Chickasha will operate more efficiently and achieve greater success throughout the years.



City of
CHICKASHA

Meeting Type: Council Agenda 5-16-2022

Meeting Date: 5/16/2022

Department: Finance

Agenda Item No. 6.h.

AGENDA ITEM: Discussion, consideration, and possible action to accept a Letter of Engagement with Crawford and Associates and authorize the Mayor to execute the documents.

I. BACKGROUND/DESCRIPTION:

Staff has received a Letter of Engagement with Crawford and Associates to perform financial consulting services.

The City currently uses Crawford and Associates for consulting and special projects and has for several years.

Crawford and Associates provides excellent service to the City and is widely known as the experts in the field of municipal finance.

II. RECOMMENDED ACTION:

Accept the Letter of Engagement with Crawford and Associates and authorize the Mayor to execute the documents.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: May 16, 2022	(From)		

V. ATTACHMENTS:

1. Chickasha FY22 Eng Ltr

April 28, 2022

Honorable Mayor and Members of the City Council
City of Chickasha
117th N. 4th St.
Chickasha, OK 73018

To the Honorable Mayor and Members of the City Council:

Crawford & Associates, P.C. is pleased that the City of Chickasha (the City) continues to express its confidence in our firm and our state and local government expertise. We look forward to a continued long and successful relationship as an integral financial management resource to the City of Chickasha management and governing body.

We are prepared to provide a full range of accounting and consulting services to the City of Chickasha contingent upon approval of management and/or the governing body. The purpose of this engagement letter is to identify the scope of available services from Crawford & Associates, the specific initial services requested at this time, and to confirm the terms, objectives, and limitations of our engagement services.

Scope of Services

The scope of professional services that are available and can be provided to the City of Chickasha are outlined below under the heading *Scope of Available Services*. While this listing includes a range of services available from Crawford & Associates, the specific initial services requested to be provided at the current time are separately identified under the heading *Initial Services Requested*. Any additional services that are available from Crawford & Associates beyond these initially requested services can be provided upon subsequent specific request and agreement.

Scope of Available Services

- General Accounting and Advisory Assistance
- Preparation of Annual Financial Statements
- Budget Preparation and Amendment Assistance
- Capital Asset Records and Accounting Assistance
- Information Technology System Assistance
- Internal Control Policies and Procedures Assistance
- Labor Relations Consulting
- Laws and Regulations Compliance Assistance
- Investigation of Allegations or Concerns
- Tax and Other Regulatory Report Assistance

Initial Services Requested

- General Accounting and Advisory Assistance
- Preparation of Annual Financial Statements

Services Related to the Preparation of Annual Financial Statements

You have requested that we prepare the annual financial statements of the financial reporting entity of the City of Chickasha, Oklahoma as of and for the year ended June 30, 2022. Such financial statements will include:

- a. Basic Financial Statements, including notes to the financial statements
- b. Required Supplementary Information
- c. Supplementary Information (to the extent management elects to include)
- d. Other Information (to the extent management elects to include)

Crawford & Associates' Responsibilities

The objective of our engagement is to prepare the annual financial statements in accordance with accounting principles generally accepted in the United States of America based on information provided by you. We will conduct our engagement in accordance with Statements on Standards for Accounting and Review Services (SSARs) promulgated by the Accounting and Review Services Committee of the AICPA and comply with the AICPA's Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence, and due care.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion or a conclusion or provide any assurance on the financial statements.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations.

Management Responsibilities

The engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare financial statements in accordance with accounting principles generally accepted in the United States of America. Management has the following overall responsibilities that are fundamental to our undertaking the engagement to prepare your financial statements in accordance with SSARs:

- a. The selection of accounting principles generally accepted in the United States of America as the financial reporting framework to be applied in the preparation of the financial statements
- b. The prevention and detection of fraud
- c. To ensure that the entity complies with the laws and regulations applicable to its activities
- d. The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement to prepare financial statements

e. To provide us with:

- i. Documentation, and other related information that is relevant to the preparation and presentation of the financial statements,
- ii. Additional information that may be requested for the purpose of the preparation of the financial statements, and
- iii. Unrestricted access to persons within the City of Chickasha, Oklahoma, of whom we determine necessary to communicate.

The financial statements will not be accompanied by a report. However, you agree that the financial statements will clearly indicate that no assurance is provided on them.

Other Requested and Available Services

In conjunction with the other requested and available services (other than the preparation of the annual financial statements) as identified in the Scope of Services section of this letter, Crawford & Associates will be responsible for providing such services upon request in accordance with the applicable professional standards of the AICPA. It is anticipated that most if not all of these other services will be performed in accordance with the standards applicable to consulting services as prescribed by the AICPA.

Crawford & Associates, is not obligated to, but may report or otherwise communicate to management any recommendations, it determines necessary, resulting from the professional services provided.

Management and the governing body will be responsible for establishing the scope of our other professional services to be provided and for providing the necessary resources allocated to the work; such responsibility includes determining the nature, scope, and extent of the services to be performed, providing sufficient appropriation for the estimated cost of these services, providing overall direction and oversight for each service, and reviewing and accepting the results of the work.

Access to Working Papers and Reports

Any working papers prepared by Crawford & Associates in connection with performing the financial statement preparation and other professional services are the property of Crawford & Associates. Upon request, copies of any or all working papers and reports that we consider to be nonproprietary will be provided to management. Management may make such copies available to its external auditors and to certain regulators in the exercise of their statutory oversight responsibilities. Such copies may not be made available to any other third party without the prior written consent from Crawford & Associates.

Fees and Costs

Fees and out-of-pocket expenses for this engagement will be billed as the work progresses and payable upon receipt of our invoices. Out-of-pocket expenses include such costs incurred by Crawford & Associates in providing the services including travel, lodging, telecommunications, printing, document reproduction, and the like. Our fees for these services will be billed at our standard hourly rates, as follows, for the individual performing such services based on the actual number of hours of work, including travel time, performed by that individual.

Standard Hourly Rates:

- Firm President \$255
- Shareholders \$170
- Consulting Senior Managers \$155
- Consulting Managers \$130
- Consulting Staff \$115
- Clerical Staff \$45

Because Crawford & Associates has no direct control over the type and amount of services requested by the management or the governing body during the term of this engagement, nor does Crawford & Associates have direct control over the quality of your accounting system or records, potential turnover of your staff, or your staffing levels, resources, or capabilities, it is impractical for us to provide an accurate amount of hours that will be required for the services requested or a not-to-exceed limit on fees and expenses charged. We will rely on you to provide us with a copy of approved purchase orders, containing estimated fees and expenses, monitor the cumulative fees and expenses charged, and notify us if and when the cumulative amount approaches the total appropriated level estimated. You also agree to provide sufficient appropriation for all services requested prior to the services being performed. For purposes of purchase order preparation, we will be glad to provide you with an estimated range of fees and expenses upon request. In the event we complete FY 2022 prior to the end of FY 2023, we may begin interim preparations in the spring of 2023 to facilitate a more timely issuance of FY 2023's financial statements.

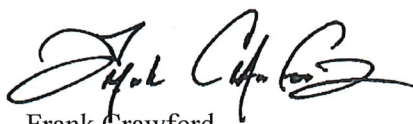
The term of this engagement is a period from July 1, 2022 through June 30, 2023. Crawford & Associates may perform additional services upon receipt of a formal request from management or the governing body with terms and conditions that are acceptable to both parties.

The agreements and undertakings contained in this engagement letter, shall survive the completion or termination of this engagement.

Acceptance

Please indicate your acceptance of this agreement by signing in the space provided below and returning this engagement letter to us. A duplicate copy of this engagement letter is provided for your records. We look forward to continuing our professional relationship with the City of Chickasha.

Respectfully submitted and agreed to by,



Frank Crawford
Crawford and Associates, P.C.

Accepted and agreed to for the City of Chickasha:

By: _____

Title: _____

Date: _____



City of
CHICKASHA

Meeting Type: Council Agenda 5-16-2022

Meeting Date: 5/16/2022

Department: City Clerk

Agenda Item No. 6.i.

AGENDA ITEM: Discussion, consideration and possible action to approve a request from the Chickasha Elks Lodge #2125 to conduct a fishing tournament for children at Shannon Springs Park on Saturday June 11, 2022 from 7:30 a.m. to 1:30 p.m.

I. BACKGROUND/DESCRIPTION:

- A request has been received for permission to conduct the annual children's fishing derby on Saturday, June 11, 2022, from 8:30 a.m. to 11:30 a.m. They are requesting to use the area from 7:30 a.m. to 1:30 p.m. to allow time for setting up and cleaning up afterwards.
- They will provide a Certificate of Liability Insurance; and the Indemnification Agreement will be prepared for the Chickasha Elks Lodge #2125 to sign once their request receives approval.

II. RECOMMENDED ACTION:

Approve the request from the Chickasha Elks Lodge #2125 to conduct their annual children's fishing derby on Saturday, June 11, 2022 and use of the area from 7:30 a.m. to 1:30 p.m.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Susan M. McDaniel, City Clerk	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: May 16, 2022	(From)		

V. ATTACHMENTS:



City of
CHICKASHA

Meeting Type: Council Agenda 5-16-2022

Meeting Date: 5/16/2022

Department: Administration

Agenda Item No. 6.j.

AGENDA ITEM: Discussion, consideration and possible action to approve a property lease of 101 N. 6th Street, Chickasha, Oklahoma with the Disabled American Veterans.(DAV).

I. BACKGROUND/DESCRIPTION:

- Lease is with the Disabled American Veterans Organization.
- Lease is a 5-year term at \$1.00 per annum.
- If Council wishes to take a security deposit they will need to specify an amount in the motion.
- Lease allows for work to be performed on the premises, as long as work is performed to city codes.
- DAV will be responsible for utilities.

II. RECOMMENDED ACTION:

Approve lease as presented, with a security deposit equivalent to one year's lease payment of \$1.00.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: May 16, 2022	(From)		

V. ATTACHMENTS:

1. Disabled American Veterans Lease

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") entered into this _____ day of _____, 2022, between City of Chickasha, an Oklahoma Municipal Corporation, having a notice and mailing address at 117 N. 4th Street, Chickasha, Oklahoma 73018 (hereinafter referred to as the "Landlord"), and Disabled American Veterans, a non-profit organization, having a notice and mailing address at 2644 N. "N" Street, Duncan, OK 73533 (the "Tenant"). Unless otherwise separately defined, the capitalized terms used herein are defined at Section 4.

WITNESSETH:

1. Leased Premises. Landlord hereby leases the Leased Premises to Tenant and Tenant hereby leases the same from Landlord, which Leased Premises consist of the south portion of that certain building that formerly housed the Chickasha City Hall and having a street address of 101 N. 6th Street, Chickasha, Oklahoma to be occupied by Tenant during the Lease Term as administrative offices for providing free assistance and services to area veterans and their families with regard to transitioning from military life back into the community while dealing with the Department of Veteran's Affairs, together with all driveways, parking area, landscaping, and all fixtures, including without limitation all heating, lighting, cooling, air conditioning and ventilation equipment, wiring, plumbing, window treatment, and floor coverings. No portion of the north end of the building which formerly housed the Chickasha Fire Department will be included in the Leased Premises or be accessible to Tenant. Tenant's use of the driveways and parking area shall be non-exclusive. Landlord shall continue to have the right to use the driveways and parking area.

2. Term. The Lease Term is five (5) years having a Commencement Date on _____, 2022. The Expiration Date will be _____, 2027, unless renewed or extended as hereafter provided.

2.1 *Repairs by Landlord During Occupancy.* During occupancy, Landlord shall have unlimited access to the Building to make repairs; provided that Landlord shall have the right, but not the obligation to make repairs to the Building. Landlord shall not be liable to Tenant for any inconvenience or annoyance to Tenant resulting in any way from the repairs and restoration.

2.2 *Security Deposit.* Tenant shall deposit with Landlord the sum of _____ Dollars (\$_____.00) as security for the return of the demised premises in as good condition as on the date of occupancy, reasonable wear and tear excepted, at the end of the Lease term or on earlier termination of the Lease as provided herein. The Security Deposit shall not be applied to the last month's rent, but shall be returned to Tenant thirty (30) days after the end of the Lease term less any reasonable expenses incurred in restoring the Building to good condition.

3. Rent. Tenant shall pay Rent to be mailed to Landlord at 117 N. 4th Street, Chickasha, OK 73018. All Rent is payable in advance and without prior notice or demand, beginning on the date provided herein and continuing thereafter on the first day of each month through the Expiration Date.

3.1 *Base Rent.* During the first five (5) years of the Lease Term, Tenant shall pay to Landlord as Base Rent, an aggregate amount equal to One Dollar (\$1.00) per year.

3.2. *Net Lease.* This Lease is a net lease and Tenant shall pay to Landlord absolutely net throughout the Lease Term, Base Rent and Additional Rent, and other payments hereunder, free of any charges, assessments, impositions or deductions of any kind, and without abatement, deduction or set off other than as expressly provided herein. Tenant shall pay all Operating Costs associated with and relating to the possession, occupancy and operation of the Leased Premises and the conduct of Tenant's business. Under no circumstances or conditions, whether now existing or hereafter arising, or whether within or beyond the present contemplation of the parties, shall Landlord be expected or required to make any payments of any kind whatsoever, or be under any other liability or obligation hereunder other than as expressly and specifically provided herein.

4. Construction and Definitions. Unless otherwise herein defined, the terms used in this Lease have the meanings indicated in this Section 4 and shall include the plural as well as the singular. The word "including" shall be construed to be followed by the words "without limitation" or "but not limited to." The words "herein", "hereof", "hereunder", "hereafter" and other words of similar import shall refer to this Lease as a whole and not to any particular Section or other subdivision.

4.1 *Additional Rent.* Any other amounts required to be paid by Tenant hereunder in addition to Base Rent.

4.2 *Base Rent.* The aggregate amount determined in accordance with Section 3.1.

4.3 *Building.* The south end of that certain one-story building located at 101 N. 6th Street, Chickasha Oklahoma formerly occupied and used as Chickasha City Hall, together with all driveways, parking area, landscaping, and all fixtures, including without limitation all utility service connections, heating, lighting, cooling, air conditioning and ventilation equipment, wiring, plumbing, and floor coverings. The term "Building" shall exclude the north end of the structure that was formerly occupied and used by the Chickasha Fire Department/EMS.

4.4 *Commencement Date.* The date on which the Lease Term commences as specified at Section 2.

4.5 *Effective Date.* The date inserted on the first page of this Lease following execution by the last party signing the counterparts of this Lease.

4.6 *Encumbrance(s).* All mortgages, security agreements, collateral assignments, and other encumbrances which might now or hereafter affect any portion of Landlord's interest in this Lease, the Building, and/or the Land and all renewals, modifications, consolidations, replacements and extensions thereof.

4.7 *Expiration Date.* The date when the Lease Term expires as specified at Section 2 or such earlier date as specifically provided herein.

4.8 *Governmental Authorities.* All federal, state, county, and municipal governmental bodies and agencies or instrumentalities thereof, including all judicial, quasi-judicial and administrative bodies, having jurisdiction over the Land and Building, Landlord's ownership and operation thereof, and Tenant's business and use and occupancy of the Leased Premises and Building.

4.9 *Hazardous Material.* Any hazardous or toxic substance, material or waste, including, but not limited to, those substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table or by the Environmental Protection Agency as hazardous substances and amendments thereto, or such substances, materials and wastes that are or become regulated under any applicable Law.

4.10 *Holder.* The mortgagee, secured party or lessor under any Encumbrance and such party's successors and assigns.

4.11 *Land.* The tract of land upon which the Building is located and all appurtenances thereto, as described on Exhibit "A" attached hereto.

4.12 *Landlord.* City of Chickasha, and its successors and assigns.

4.13 *Laws.* All laws, statutes, regulations, rules, ordinances and orders of any Governmental Authority, including common law and rulings, decisions and interpretations of all judicial, quasi-judicial, and administrative bodies.

4.14 *Lease.* This lease agreement and all subsequent amendments and modifications, together with all schedules, exhibits, diagrams and special provisions attached hereto or subsequently attached hereto or thereto, and to any amendments or modifications thereof.

4.15 *Lease Term.* The period of time designated at Section 2 as the same might be modified from time to time by the written agreement of Landlord and Tenant.

4.16 *Leased Premises.* The Land and the Building leased to Tenant hereunder.

4.17 *Lease Year.* Twelve (12) complete months following the Commencement Date and each successive twelve (12) month period thereafter during the Lease Term.

4.18 *Legal Requirements.* All Laws and all recorded covenants, conditions and restrictions to the extent that they pertain to the access to, and maintenance, operation and occupancy of, the Land, the Building, the Leased Premises and Tenant's conduct of its business therein.

4.19 *Operating Costs.* Except as provided in Sections 10 and 12 below, all costs incurred or to be incurred during the Lease Term in connection with the management, operation, safety, security, replacement and maintenance of the Leased Premises. By way of illustration, but not limitation, Operating Costs will include expenditures for:

- (a) Taxes, if any;
- (b) Utilities and sewer charges;
- (c) Cleaning (including supplies and janitorial services);
- (d) Pest control;
- (e) Licenses, permits and inspection fees;
- (f) Insurance premiums;
- (g) Heating and cooling maintenance expenses;
- (h) Repairs to the interior of the Building;
- (i) Interior maintenance expenses;
- (j) Charges of independent contractors performing work included within the definition of Operating Costs;
- (k) Maintenance of exterior and interior landscaping;
- (l) All additional costs of compliance with Laws and other Legal Requirements directly applicable to the Tenant repairs and improvements of the Building; and all additional costs of compliance with Laws and other Legal Requirements directly applicable to any subsequent improvements of the Building made by Tenant, including ADA and all environmental Laws.

4.20 *Person.* A natural person, or a corporation, partnership, limited liability company, or any other legal entity, or a Governmental Authority, as the case may be.

4.21 *Rent.* The sums to be paid by Tenant to Landlord as Base Rent and Additional Rent pursuant to Section 3 and such other amounts as required to be paid by Tenant to Landlord pursuant to the terms hereof.

4.22 *Taxes.* All personal property taxes levied against Tenant's personal property located in the Building or used in Tenant's business.

4.23 *Tenant.* Disabled American Veterans, a non-profit association and its permitted successors and assigns.

4.24 *Tenant's Default or Default by Tenant.* The events set forth herein constituting a breach or default by Tenant upon the failure of Tenant to cure the same within applicable cure periods.

5. *Acceptance.* By taking possession of the Leased Premises, Tenant will be deemed conclusively to have accepted the Leased Premises (including all mechanical, electrical, plumbing, fire protection, and heating, ventilation and air conditioning, in its present "AS IS" condition) as suitable for the purposes for which the same are leased, to have accepted the Building and to have waived any defects therein.

6. *Fixtures and Personalty.* All fixtures, equipment, improvements, and appurtenances attached to, or built into, the Leased Premises or subsequently installed pursuant to any other provisions hereof, whether or not at Tenant's expense, shall be and remain part of the Leased Premises and shall not be removed by Tenant at the expiration of the Lease Term, except as otherwise provided herein.

6.1 *Fixtures.* All electric fixtures and outlets; plumbing; heating; sprinkling; built-in components of telephone or communication systems; partitions, railings, doors, paneling, molding, cabinetry, built-in shelving, flooring, floor and wall coverings; and all ventilating, silencing, air conditioning, cooling and heating equipment; and lighting fixtures where permanently installed within or to interior walls, floors and ceilings, shall be deemed as fixtures and to comprise a part of the Leased Premises and shall not be removed by Tenant except as otherwise specifically provided herein.

6.2 *Movable Items.* Where not built into the Leased Premises or permanently installed within or to interior walls, floors and ceilings, and if furnished by or at Tenant's expense, all readily removable trade fixtures, telephone and communications equipment, electric fixtures, non-attached carpets or rugs, electric fans, water coolers, kitchen appliances, furniture, furnishings, and equipment shall not be deemed fixtures and a part of the Leased Premises, and may be removed by Tenant upon the condition that Tenant shall pay the cost of repairing any damage to the Leased Premises arising from any such removal.

7. *Use.* Tenant will occupy the Leased Premises continuously and in entirety and will not use or permit any portion of the Leased Premises to be used for any purpose other than for administrative offices for providing free assistance and services to area veterans and their families with regard to transit and related services and administrative activities and all other activities reasonably incident thereto. Tenant may not use the Leased Premises for any purpose which is unlawful, disruptive, adversely affects Landlord's business conducted on adjacent and contiguous properties, or increases the risk of casualty or the rate of fire or casualty insurance covering the Building or its contents. Tenant will maintain the Leased Premises in a clean and healthful condition. Tenant, at Tenant's expense, shall comply and shall cause Tenant's agents, employees, licensees and invitees to comply fully with: (a) all Laws pertaining to Tenant's use of the Leased Premises; (b) all other Legal Requirements, including all applicable Laws pertaining to the operation of a home health and hospice business, air and water quality, hazardous materials, waste disposal, all emissions and other environmental matters; and (c) all zoning and other land use matters and with any directive of any Governmental Authority, pursuant to Law, which shall impose any duty upon Landlord or Tenant with respect to the use or occupancy of the Leased Premises.

8. Americans With Disabilities Act Requirements. Tenant is responsible for and will maintain the Building in substantial compliance with the commercial facilities provisions of Title III of the Americans With Disabilities Act of 1990, as amended (the "ADA") applicable to Tenant's use, and Tenant shall bear the cost of any improvements, repairs, renovations or modifications that may from time to time be required to bring the Building into compliance or maintain the Building's compliance with the commercial facilities provision of Title III of the ADA applicable to Tenant's use. Tenant shall indemnify and hold Landlord harmless from and against any losses, costs, damages or claims of whatever nature, arising out of or in connection with the compliance requirements set forth in the ADA, as amended, relating to Tenant's use and occupancy of the Leased Premises and/or Tenant's alteration and/or renovation of the Building, including, but not limited to, any changes necessitated because of the specific needs of Tenant's employees.

9. Quiet Enjoyment. If Tenant pays Rent herein reserved and performs the obligations of Tenant hereunder, Tenant will peacefully hold and enjoy the Leased Premises throughout the Lease Term.

10. Insurance. Tenant, at Tenant's cost and expense, shall maintain during the Lease Term, a comprehensive general liability insurance policy insuring Tenant and naming Landlord as an additional insured, including contractual liability insurance, for injury to or death of any person occasioned by or arising out of or in connection with occupancy of the Leased Premises, the limits of such policy or policies to be in an amount of not less than the limits of liability under the Governmental Torts Claim Act, 51 O.S. 2001, §151 *et seq.* Tenant will furnish to Landlord on or before the Commencement Date a certificate of insurance satisfactory to Landlord confirming the maintenance of such insurance and the payment of all premiums. Renewal certificates or copies of renewal policies will be delivered to Landlord at least ten (10) days prior to the expiration of any policy. Tenant will obtain a written obligation on the part of each insurance company to notify Landlord at least thirty (30) days prior to cancellation of such insurance. All insurance required under this Section shall be issued by insurance companies licensed to do business in the State of Oklahoma and acceptable to Landlord. Provided, however, that Landlord shall not unreasonably withhold its approval of an insurance carrier selected by Tenant.

11. Payment of Taxes. Throughout the Lease Term, Tenant shall pay all Taxes, as and when the same become due, before any fine, penalty, interest or cost may be added thereto, or become due or be imposed by operation of Law for the non-payment thereof; subject, however, to Tenant's specific rights to contest the same.

12. Maintenance and Alterations. Landlord and Tenant agree as follows:

12.1 Repairs. In addition to routine maintenance expenses, Tenant shall be responsible for all repairs including but not limited to heating, air conditioning and plumbing. Landlord shall have no responsibility for any repairs or maintenance to the

Leased Premises.

12.2 *Allocation of Responsibilities.* During the Lease Term, Tenant shall keep and maintain the Leased Premises in as good order and repair as they are on the date of occupancy, reasonable wear and tear excepted; provided, however, that Landlord shall be responsible for any necessary repairs to that portion of the structure that is not included in the Leased Premises. Landlord shall not be required to furnish any services or to make any normal repairs or alterations in or to the Leased Premises, other than to the basic structure of Landlord's building, provided that the need for structural repairs is not caused by actions or omissions of Tenant. Structural repairs shall be deemed to be needed when failure to make the same will result in a potential or actual hazard to persons or property and/or impair the use or occupancy of the Building by Tenant. Provided however, that if repairs to the basic structure of the building are deemed necessary, and Landlord, in its sole discretion determines that it is not economically feasible to make the repairs, Landlord shall have the right to terminate the Lease by giving notice in writing to Tenant. Landlord shall not be required to furnish any services or to make any normal repairs or alterations in or to the Leased Premises, other than to the basic structure of Landlord's building. Tenant hereby accepts the Leased Premises in "AS IS" condition except as provided in this Section 12. Tenant shall indemnify and hold Landlord harmless of and from any claims, damages, or demands upon or arising out of the failure of Tenant to perform this covenant or arising out of any accident, injury or damage to any person or property which shall or may happen in, upon or about the Leased Premises, however caused. Tenant will not commit or allow any waste or damage to be committed on any portion of the Leased Premises. In performing its repair obligations, Tenant shall keep the Leased Premises free and clear of any and all mechanics' and materialmen's liens or other similar liens or charges incidental to work done or material supplied in or about the Leased Premises. Landlord shall not be called upon in any event, to make any repairs occasioned by the activities of Tenant, its agents, employees or licensees.

12.3 *Alterations.* Tenant shall have no right to make alterations and additions to the interior of the Leased Premises ("Alterations") without the express written consent of the Landlord.

12.4.1 *General Conditions.* Any Alterations performed by Tenant or by Persons employed by Tenant, shall comply with all Legal Requirements. All such Alterations shall be installed in a good and workmanlike manner, incorporating new materials comparable in quality and grade as contained in the Building and Leased Premises as of the Commencement Date. Prior to commencing any work in connection such alterations or additions, Tenant shall, if it uses its own contractors, furnish Landlord with certificates of insurance coverage as required by Landlord with respect to any contractors performing labor and furnishing materials to the Building.

12.4.2 *Additional Requirement.* If the proposed Alterations require excavation, Tenant shall and does hereby assume all obligations imposed by Law on owners and occupants of land with respect to shoring and lateral support and Tenant agrees to prevent

any claims or liens against Landlord or the Leased Premises by reason of failure to furnish such lateral support or shoring.

13. Discharge of Liens.

13.1 *Specific Covenant.* Tenant will not create or permit to be created or asserted or to remain any lien, encumbrance or charge (levied on account of any Tax or any mechanic's, laborer's or materialman's lien) against the Land, the Leased Premises or any part thereof. Any Tax may, however, after the same becomes or is asserted to be a lien on the Land or any part thereof, be paid or contested in accordance with Section 13.3 hereof, and any asserted mechanic's, laborer's or materialman's lien may be discharged in accordance with Section 13.2 hereof.

13.2 *Discharge of Liens.* If any mechanic's, laborer's or materialman's lien shall at any time be filed against the Land or any part thereof, the Building or the Leased Premises, Tenant will cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. If Tenant shall fail to cause such lien to be discharged within the period aforesaid, then, in addition to any other right or remedy, Landlord may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien by deposit or by bonding proceedings. Any amount so paid by Landlord and all costs and expenses incurred by Landlord in connection therewith, together with interest thereon at the rate of twelve percent (12.00%) per annum from the respective dates of Landlord's making of the payment or incurring of the cost and expense shall constitute Additional Rent payable by Tenant under this Lease and shall be paid by Tenant to Landlord on demand.

13.3 *Contesting Liens.* Notwithstanding the foregoing, Tenant shall not be required to pay or discharge any such mechanic's lien so long as Tenant shall in good faith proceed to contest the same by appropriate Legal Proceedings; provided, however, that Tenant shall give written notice to Landlord of Tenant's intention to contest the validity of such lien. If such lien shall be reduced to judgment or such process as may be issued for the enforcement thereof is not promptly stayed, or if so stayed and such stay thereafter expires, then in that event Tenant shall pay and discharge said judgment forthwith and failing this Landlord (in addition to the remedies otherwise provided herein) shall have the remedies provided in preceding Section 13.2 hereof.

14. Assignment; Subletting. Tenant will not assign or encumber this Lease or any interest herein or sublet the Leased Premises in whole or in part. Any such assignment, encumbrance, subletting or occupancy will be void.

15. Condemnation. If, at any time during the Lease Term, title to the whole or substantially all of the Land or the Leased Premises shall be taken by statute or in condemnation proceedings or by any right of eminent domain (hereinafter called a "Taking"), this Lease shall terminate and expire on the date of such Taking and the Rent and other charges payable hereunder shall be apportioned and paid to the date of such

Taking. For purposes of this Section, "substantially all" of the Land or the Leased Premises shall be deemed to have been taken if the remaining portion cannot be practically and economically used or converted for use by Tenant for purposes of a home health and hospice business contemplated by this Lease, and "date of Taking" shall mean the date that possession of the Land, the Leased Premises, or any part thereof is denied Tenant and Landlord so that the intents and purposes of this Lease are incapable of being fulfilled.

15.1 *Apportionment of Award.* In the event of any such Taking and the termination of this Lease, Landlord and Tenant shall together make one claim for an award for the combined interests in the subject property, and the net award received (after deduction of reasonable fees and expenses, including without limitation reasonable fees for attorneys and experts) shall be paid as follows and in the following order and priority:

(a) The Holder of any Encumbrance, if applicable, shall first receive the amount required to be applied in reduction of the outstanding balance of the indebtedness secured by the Encumbrance.

(b) Landlord shall then be entitled to receive that portion of the award, if any remains, as shall represent compensation for the value of Landlord's fee interest in and to the Leased Premises or the condemned portion thereof. Landlord shall also be entitled to Landlord's costs awarded in the condemnation proceeding, if separately awarded pursuant to applicable Law.

(c) The balance of said award or awards, if any, shall then be paid to Tenant, except if the Taking occurs in the last year of the Lease Term.

15.2 *Determination of Values.* If the values of the respective interests of Landlord and Tenant are separately determined in the Taking, the values so determined shall be conclusive upon Landlord and Tenant. If these values have not been separately determined, they shall be fixed by agreement between Landlord and Tenant.

15.3 *Partial Taking.* Upon a taking of only a portion of the Land, the Building or of an easement therein, which does not substantially impair, render impractical or uneconomical the future operation of the Leased Premises as a home health and hospice business, this Lease shall nevertheless continue, and in such event Tenant agrees to apply the entire award to repair or restore any improvements affected by the Taking, to permit the continuing improvements to be used by the Tenant as contemplated herein, in the most economical manner. Tenant shall not be obligated to expend an amount in excess of the proceeds of the net award available to Tenant for such purposes.

16. Casualty. The following provisions shall apply to damage or destruction to the Leased Premises.

16.1 *Damage.* If the Leased Premises are damaged by fire or other casualty, Tenant shall give prompt written notice thereof to Landlord. If such damage cannot be

repaired within 180 days from the date of such casualty (as estimated by Landlord), this Lease, at the option of either Landlord or Tenant, exercised by giving written notice thereof to the other within sixty (60) days after the occurrence of such damage, will terminate as of the date such notice is given. On such termination Tenant will pay Rent and all other obligations of Tenant apportioned to the date on which such damage occurred and will immediately surrender the Leased Premises to Landlord. If the damage can be repaired within the 180 day period, or if the damage cannot be repaired within 180 days but neither Landlord nor Tenant exercises the option to terminate this Lease, Landlord will make the repairs to the Leased Premises, at to the extent covered by the proceeds of insurance carried by Landlord or Tenant pursuant to the terms hereof, and this Lease will continue in effect, but Rent will be equitably reduced or abated (as determined in the good faith judgment of Landlord and following application of the proceeds from the business interruption insurance coverage) until such repairs are made. Rent will not be abated or reduced so long as Tenant's continued occupancy of the Leased Premises is not materially interrupted. Neither Landlord nor Tenant shall be required to make repairs or restorations or incur cost or expense in excess of the proceeds of the casualty insurance carried pursuant to the terms hereof.

16.2 *No Liability.* Landlord shall not be liable to Tenant for any inconvenience or annoyance to Tenant or injury to the business of Tenant resulting in any way from such damage or the required restoration work other than abatement of Rent as and when applicable in accordance with this Section 16, provided, however, if the Leased Premises is damaged by any casualty resulting from the fault or negligence of Tenant or any of Tenant's agents, employees, or invitees, the Rent hereunder shall not abate and Tenant shall be liable to Landlord for the cost of repair and restoration of the Leased Premises to the extent such cost and expenses are not covered by insurance proceeds.

16.3 *Holder's Requirements.* Any provisions of this Section 16 to the contrary notwithstanding, Tenant hereby acknowledges that in the event any Holder under any Encumbrance should require that proceeds of insurance be used to retire the indebtedness secured thereby in accordance with the provisions of such Encumbrance, neither Landlord nor Tenant shall have any obligation to rebuild or restore the Building and this Lease shall terminate on thirty (30) days written notice to Landlord.

17. Entry. Landlord and Landlord's agents, employees and contractors will have the right to enter the Leased Premises at all reasonable hours (or, in any emergency, at any hour), to inspect, clean, or repair the Leased Premises as Landlord may deem necessary or to comply with Legal Requirements. Tenant will not be entitled to any abatement or reduction of Rent by reason thereby nor shall any such entry for such purposes constitute an actual or constructive eviction of Tenant. Landlord may also enter the Leased Premises at any time upon reasonable notice to Tenant to conduct an economic appraisal of the Leased Premises or to show the Leased Premises to prospective purchasers, mortgagees, and tenants.

18. Surrender of Leased Premises. Upon the Expiration Date or other termination of this Lease, Tenant shall quit and surrender the Leased Premises and such

Leased Premises shall be broom clean and in good condition and repair, reasonable wear and tear and insured casualty loss excepted. Tenant shall ascertain from Landlord at least sixty (60) days prior to the Expiration Date or other termination of this Lease whether Landlord requires Tenant to restore the Leased Premises or any part thereof to the condition which existed at the Commencement Date. Upon any such notification, Tenant, at Tenant's sole cost and expense, shall restore the same before the Expiration Date or other termination date and Tenant shall remove all property Tenant is entitled to remove together with any alterations, additions, and improvements which Landlord has given Tenant written instructions to remove. Tenant, at Tenant's expense, shall immediately repair any damage to the Leased Premises resulting from the removal of Tenant's unattached, movable property or property Landlord has given Tenant written instructions to remove. If the Leased Premises are not surrendered as provided herein, Tenant shall indemnify Landlord against any loss or liability resulting from the delay of Tenant in surrendering the Leased Premises.

18.1 *Abandoned Property.* Landlord may, at Landlord's option, take possession of all personal property not removed by Tenant from the Leased Premises if Landlord receives notice or has a reasonable belief Tenant has abandoned any personal property. On the occurrence of any such event Landlord may remove and store such property, at the expense of Tenant, without being liable to Tenant therefor. Landlord will thereafter comply with all notice requirements, and other procedures required by the Law of the State of Oklahoma with respect to the disposition of abandoned or unclaimed property and apply any net proceeds, after deducting any actual and direct costs and fees incurred in securing, storing and selling such property, against any Rent or other amounts due hereunder, or if no amounts are due Landlord hereunder, then to Tenant.

19. Default. The following events shall be deemed to be events of default by Tenant hereunder ("Tenant Defaults" or "Default") if not cured within the applicable cure period.

19.1 *Monetary Default.* Tenant's failure to pay any Rent or other sums payable by Tenant hereunder within ten (10) days from the due date.

19.2 *Non-Monetary Defaults.* Tenant's failure to cure any of the following events within thirty (30) days after written notice thereof to Tenant:

(a) material failure by Tenant to comply with any term of this Lease other than non-payment of any Rent when due;

(b) failure by Tenant to continue to occupy all of the Leased Premises and to conduct and operate Tenant's business within the Leased Premises for a period of more than sixty (60) consecutive Business Days; or

(c) the making by Tenant of a transfer in fraud of creditors or an assignment for the benefit of creditors.

19.3 *Other Defaults.* The following events shall also be deemed events of default if not dismissed within sixty (60) days of the filing thereof:

(a) the filing by or against Tenant of any proceeding under the federal bankruptcy act or any similar Law;

(b) the adjudication of Tenant as bankrupt or insolvent in proceedings filed under the federal bankruptcy act or any similar Law; or

(c) the appointment of a receiver for Tenant or for any assets of Tenant.

20. Remedies. Upon Default, Landlord has the option to do any one or more of the following without any further notice or demand:

20.1 *Termination.* Landlord may terminate this Lease by written notice, in which event Tenant will immediately surrender the Leased Premises to Landlord (in accordance with the provisions set forth in Section 18). If Tenant fails to do so, Landlord may without notice and without prejudice to any other remedy, enter and take possession of the Leased Premises and remove Tenant and Tenant's property therefrom without being liable for prosecution or for any claim for damages therefor.

20.2 *Damages.* Landlord may prove for and obtain damages equal to the maximum allowed by any Law in effect at any time when, and governing the proceedings in which, such damages are to be proved.

20.3 *Option to Perform.* Landlord may perform, but is under no obligation to perform, the obligations of Tenant hereunder. Tenant agrees to reimburse Landlord on demand as Additional Rent for any expense or cost, including reasonable attorneys' fees, which Landlord might or does incur in effecting compliance with this Lease on behalf of Tenant. Landlord shall not be liable or responsible for any loss, inconvenience, annoyance or damage resulting to Tenant or anyone holding under Tenant for any action taken by Landlord pursuant to this Section.

20.4 *Reservation of Rights.* The rights reserved by Landlord herein are cumulative of every other right or remedy which Landlord might otherwise have at law or in equity. The exercise of one or more rights or remedies will not prejudice the concurrent or subsequent exercise of other rights or remedies.

20.5 *Non-Waiver of Remedies.* No action by Landlord will be deemed an acceptance of an attempted surrender of the Leased Premises. No agreement to accept a surrender of the Leased Premises will be valid unless made in writing and signed by Landlord. No re-entry or taking possession of the Leased Premises by Landlord will be construed as an election by Landlord to terminate this Lease, unless a written notice of termination is given to Tenant. Landlord's acceptance of Rent following the occurrence of a Default will not be construed as Landlord's waiver of such Default. No waiver by Landlord of any Default will be deemed to constitute a waiver of any other or future

Default hereunder. No provision of this Lease will be deemed to have been waived by Landlord unless such waiver is in writing signed by Landlord.

21. Landlord's Transfer. In the event Landlord transfers Landlord's interest in the Leased Premises, Landlord will thereby be released from any further obligation hereunder and the transferee will thereafter be liable for the performance of any obligations of Landlord hereunder and Tenant agrees to look solely to the transferee for the performance of such obligations.

22. Hazardous Materials. Tenant shall not cause or permit any Hazardous Material to be brought upon, kept or used in or about the Building or the Leased Premises by Tenant, its agents, employees, contractors or invitees without the prior written consent of Landlord, which Landlord shall not unreasonably withhold as long as Tenant demonstrates to Landlord's reasonable satisfaction that such Hazardous Material is necessary or useful to Tenant's business and will be used, kept and stored within the Leased Premises in a manner that complies with all Laws regulating any such Hazardous Material.

22.1 *Indemnification.* If Tenant breaches the obligations of this Section, or if the presence of Hazardous Material within the Land, the Building or the Leased Premises caused or permitted by Tenant results in contamination of the Leased Premises, the Land or the Building by Hazardous Material otherwise for which Tenant is legally liable, then Tenant shall indemnify, defend and hold Landlord harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses incurred by Landlord (including diminution in value of the Leased Premises, damages for the loss or restriction on use of rentable or usable space or of any amenity of the Leased Premises, damages arising from any adverse impact on marketing of space, and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees) which arise during or after the Lease Term as a result of such contamination. This indemnification includes costs incurred by Landlord in connection with any investigation of site conditions and any action to remedy any contamination of the Land, Building or Leased Premises (a "Discharge"), including any clean-up, remedial, removal or restoration work required by any Governmental Authority because of Hazardous Material present in the soil or ground water on or under the Land. If the presence of any Hazardous Material within the Land, the Building or the Leased Premises caused or permitted by Tenant results in Discharge, Tenant shall promptly take all actions at its sole expense as are necessary to return the Land, Building or Leased Premises to the condition existing prior to the Discharge; provided, that Landlord's approval of such actions shall first be obtained. The foregoing indemnity shall survive the Expiration Date or earlier termination of this Lease.

22.2 *Disclosure.* Promptly following receipt of written request from Landlord, Tenant shall disclose to Landlord the names and amounts of all Hazardous Materials, or any combination thereof, which were stored, used or disposed of on the Leased Premises, or which Tenant intends to store, use or dispose of on the Leased Premises.

22.3 *Inspection.* Landlord and its agents shall have the right, but not the duty, to inspect the Leased Premises at any time to determine Tenant's compliance with this Section. Landlord shall have the right to immediately enter upon the Leased Premises to remedy any Discharge caused by Tenant's failure to comply and Tenant shall reimburse Landlord for all costs and expenses incurred by Landlord. Landlord shall use reasonable efforts to minimize interference with Tenant's business, but shall not be liable for any interference caused thereby.

22.4 *Default.* Any default under this Section 22 shall be a material Default enabling Landlord to exercise any of the remedies set forth herein.

23. Miscellaneous. Landlord and Tenant further agree as follows:

23.1 *Notices.* Any notice to be given hereunder will be deemed to be given three (3) days after being deposited with the United States Postal Service, certified or registered mail, return receipt requested, with sufficient postage prepaid, addressed as stated below, or on the day of its personal delivery to the office of the respective party set forth below; and if telecopied or delivered by overnight courier, such notice will be deemed to be given on the business day immediately following the day on which it was telecopied or deposited with the courier.

Any Notice to Tenant shall be sent to:

Disabled American Veterans
2644 N. "N" Street
Duncan, OK 73533
Attention: Chapter Adjutant
Telephone: _____
Facsimile: _____

Any Notice to Landlord shall be sent to:

City of Chickasha
117 N. 4th Street
Chickasha, OK 73018
Attention: City Manager
Telephone: (405) 222-6045
Facsimile: (405) 222-6004

Either party may at any time designate any other address for notices by giving written notice thereof to the other party.

25.2 *Attorneys' Fees.* If either party is required to hire an attorney because of the breach by the other of any provision of this Lease, then the prevailing party will be entitled to receive its reasonable attorneys' fees and expenses from the other to the extent permitted by Law.

25.3 *Entire Agreement and Amendment.* Tenant agrees that there are no representations, understandings, stipulations, agreements or promises pertaining to this Lease or the Leased Premises which are not incorporated herein. This Lease will not be altered, waived, amended or extended, except by a written agreement signed by Landlord and Tenant.

25.4 *Severability.* If any clause or provision of this Lease is illegal, invalid or unenforceable under any present or future Law, the remainder of this Lease will not be affected thereby. It is the intention of the parties that if any provision is held to be illegal, invalid or unenforceable, there will be added in lieu thereof a provision as similar in terms to such provision as is possible and be legal, valid and enforceable.

25.5 *Binding Effect.* The provisions of this Lease will be binding on and inure to the benefit of Landlord and Tenant and their respective successors and permitted assigns.

25.6 *Governing Law.* This Lease will be construed and enforced according to the Laws of the State of Oklahoma. All claims, disputes and other matters in question arising out of or relating to this Lease, or the breach thereof, will be decided by proceedings instituted and litigated in a court of competent jurisdiction in the State of Oklahoma with venue in Grady County.

25.7 *Time.* Time is of the essence in the performance of Landlord's and Tenant's respective obligations hereunder.

EXECUTED on the date first above written.

“LANDLORD”

CITY OF CHICKASHA
A MUNICIPAL CORPORATION

By: _____
Chris Mosley, Mayor

ATTEST:

Susan M. McDaniel, CMC - City Clerk

“TENANT”

Disabled American Veterans,
An Oklahoma Corporation

By: _____
President

EXHIBIT “A” TO LEASE AGREEMENT

That certain tract of property located in Chickasha, Grady County, Oklahoma having a street address of 101 N. 6th Street, Chickasha, Oklahoma, more specifically described as follows: