

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, SEPTEMBER 19, 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, September 16, 2022.

Susan M. McDaniel

Susan McDaniel

Sworn to and subscribed before me on this 16th day of September, 2022.

My Commission Expires: 10-1-2022



Tracey Lynn Austin
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

SEPTEMBER 19, 2022

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.

1. **Call to Order / Roll Call / Opening Prayer / Pledge of Allegiance.**
2. **Citizen Comments.**
3. **Council Communications.**
 - a. Presentation of Retirement Watch to Sandra Robertson, Chickasha Public Library.
4. **Consent Docket:**
 - a. Accept the Minutes of the September 6, 2022 regular meeting.

- b. Accept Claims List.
- c. Acceptance of the Financials for August 2022.
- d. Acceptance of Resolution 2022-23R amending the FY 22-23 Budget

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

6. Discussion and Consideration

- a. Discussion, consideration and possible action to declare as surplus uniforms, duty-related equipment, old electronics, and other items as listed and allow the City Manager to dispose of them as deemed appropriate.
- b. Public Hearing - to discuss and consider the Request to Vacate Real Property Owned by the City of Chickasha for Applicant Lawson Retail Properties LLC
- c. Discussion, consideration and possible action to approve Ordinance No. 2022-23 - closing the alley and easements owned by the City of Chickasha between 510 W. Grand Ave. and 515 W. Utah Ave. Real Property at the request of Applicant Lawson Retail Properties LLC.
- d. Public Hearing - to discuss and consider changes to the Historic Downtown Urban Center Ordinance (Section 54-46) removing (3)(j) prohibited tattoo parlors.
- e. Discussion, consideration and possible action to approve Ordinance 2022-24 - Amending Chapter 54-46, Historic Downtown Urban Center removing prohibited tattoo parlors.
- f. Discussion, consideration, and possible action to authorize staff to renew coverage for General Liability, Property and Auto Insurance Coverage with Oklahoma Municipal Insurance Group (OMAG).
- g. Discussion, consideration, and possible action to approve the first Application and Certification for payment in the amount of \$28,897.10 to ETI on the Shannon Springs Park Electrical Expansion project.
- h. Discussion, consideration and possible action to terminate quote and services with Hillary Communications due to non-performance.
- i. Discussion, consideration and possible action to accept AT&T's quote and enter into a service agreement with them to provide broadband internet to certain City buildings.

7. Executive Session.

- a. Discussion, consideration, and possible action to enter into Executive Session pursuant to 25 O.S. Section 307(B)(1) to discuss the employment/hiring of any individual salaried public officer or employee (City Manager candidates Keith Johnson and Dave Slezickey).
- b. Discussion, consideration, and possible action to reconvene open session and take action on any matter discussed in Executive Session.

8. Motion to Adjourn.



City of
CHICKASHA

Meeting Type: Council Agenda 9-19-2022

Meeting Date: 9/19/2022

Department: City Clerk

Agenda Item No. 3.a.

AGENDA ITEM: Presentation of Retirement Watch to Sandra Robertson, Chickasha Public Library.

I. BACKGROUND/DESCRIPTION:

Sandra Robertson began her career with the Chickasha Public Library as a part-time Library Assistant in December of 1998. She quickly realized her love for the library and decided to take a full-time position in September of 1999.

II. RECOMMENDED ACTION:

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: September 19,2022	(From)		

V. ATTACHMENTS:



City of
CHICKASHA

Meeting Type: Council Agenda 9-19-2022

Meeting Date: 9/19/2022

Department: City Clerk

Agenda Item No. 4.a.

AGENDA ITEM: Accept the Minutes of the September 6, 2022 regular meeting.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Accept the Minutes of the September 6, 2022 regular meeting.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Susan M. McDaniel, City Clerk	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: September 6, 2022	(From)		

V. ATTACHMENTS:

1. City 9-6-2022

September 6, 2022

The **REGULAR** meeting of the **CHICKASHA CITY COUNCIL** was held in the council chambers in city hall on the 6th day of September 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
 Kelly Boyd
 Kea Ginn
 Oscar Nelson
 Georgianne Hebblethwaite
 Brian Gerdes
 Nate McCalla

ABSENT: R. P. Ashanti-Alexander

STAFF

PRESENT: Amanda Mullins, City Attorney
 Cindy Rogers, Assistant City Manager
 Susan McDaniel, City Clerk
 G. G. Music, Asst. Police Dept.
 Chief Samaniego, Fire Dept.
 Spencer Winzenried, Parks & Rec Director
 Jim Crosby, Public Works Director
 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 Gerdes 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 asked Community Development Director about the dilapidated structure process.

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

- ITEM 4a.** **Acceptance of the Minutes of the August 15, 2022, regular meeting.**
- ITEM 4b.** **Acceptance of Claims List.**
- ITEM 4c.** **Acceptance to participate in the State of Oklahoma's Drug Settlement program.**
- ITEM 4d.** **Accept the release of the existing bond issued for Wagner Oil Company by RLI Insurance Company, Bond No. RLB00015510 in the amount of \$25,000 for the reason that a substitute bond has been executed with an effective date of May 25, 2022.**
- ITEM 4e.** **Acceptance of Resolution 2022-22R amending FY 22/23 Budget.**

*Motion by Council Member Nelson, second by Council Member Grayson to approve the Consent Docket: ITEM 4a thru ITEM 4e.

Roll call vote:

Ayes:"	Boyd, Nelson, Ginn, Hebblethwaite, Grayson, McCalla, Gerdes and Mosley.
"Nays:"	None
"Abstain:"	None.
Motion carried.	8-0

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

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

- ITEM6a.** **Discussion, consideration, and possible action to accept the Badgett Dog Park as complete from Bordwine Development, Inc. and place maintenance bond into effect.**

City Council Meeting 9-6-2022
6:30 p.m.

*Motion by Council Member Nelson and second by Council Member Boyd to accept the Badgett Dog Park as complete from Bordwine Development, Inc. and place maintenance bond into effect.

Roll call vote:

“Ayes:” Ginn, Hebblethwaite, Grayson, McCalla, Gerdes, Boyd, Nelson and Mosley.
“Nays:” None.
“Abstain:” None.
Motion passed. 8-0

ITEM 6b. Discussion, consideration, and possible action to authorize final payment for the Badgett Dog Park to Bordwine Development in an amount not to exceed \$41,631.68.

*Motion by Council Member Hebblethwaite and second by Council Member Gerdes to authorize final payment for the Badgett Dog Park to Bordwine Development in an amount not to exceed \$41,631.68.

Roll call vote:

“Ayes:” Ginn, Hebblethwaite, Grayson, McCalla, Gerdes, Boyd, Nelson and Mosley.
“Nays:” None.
“Abstain:” None.
Motion passed. 8-0

ITEM 6c. Discussion, consideration, and possible action to declare as surplus books that have been withdrawn from the collection, and donations that are not needed, and authorize donating to the Friends of the Library.

*Motion by Council Member Gerdes and second by Council Member Hebblethwaite to declare as surplus books that have been withdrawn from the collection, and donations that are not needed, and authorize donating to the Friends of the Library.

Roll call vote:

“Ayes:” Ginn, Hebblethwaite, Grayson, McCalla, Gerdes, Boyd, Nelson and Mosley.
“Nays:” None.
“Abstain:” None.
Motion passed. 8-0

ITEM 6d. Discussion, consideration, and possible action to accept the 2023 Safe Oklahoma Grant in the amount of \$42,000.00.

*Motion by Council Member Hebblethwaite and second by Council Member Grayson to accept the 2023 Safe Oklahoma Grant in the amount of \$42,000.00.

Roll call vote:

“Ayes:” Ginn, Hebblethwaite, Grayson, McCalla, Gerdes, Boyd, Nelson and Mosley.
“Nays:” None.
“Abstain:” None.
Motion passed. 8-0

ITEM 6e. Discussion, consideration, and possible action to enter into a one (1) year contract with Endex for fire alarm system services at the Police administration building for an amount not to exceed \$1,210.00.

*Motion by Council Member Gerdes and second by Council Member Nelson to enter into a one (1) one year contract with Endex for fire alarm system services at the Police administration building for an amount not to exceed \$1,210.00.

Roll call vote:

“Ayes:” Ginn, Hebblethwaite, Grayson, McCalla, Gerdes, Boyd, Nelson and Mosley.
“Nays:” None.
“Abstain:” None.
Motion passed. 8-0

ITEM 6f. Discussion, consideration, and possible action to conduct a public auction for the sale of oil and gas mining lease(s) covering the following described real properties:

An undivided 80.00 acres in SE/4 Section 10, Township 8 North, Range 9 West, Caddo County, Oklahoma;
An undivided 245.00 acres in SW/4; W/2 NW/4; W/2 SW/4 SE/4 NW/4 in Section 14, Township 8 North, Range 9 West, Caddo County, Oklahoma;
An undivided 360.00 acres in NE/4; E/2 NW/4; SE/4 Section 15, Township 8 North, Range 9 West, Caddo County, Oklahoma;
An undivided 380.00 acres in E/2 NW/4; SW/4 NW/4; E/2 SE/4; W/2 SE/4; SW/4 Section 16 Township 8 North, Range 9 West, Caddo County, Oklahoma;
An undivided 410.00 acres in NE/4, less and except NE/4 NE/4 NE/4; SE/4, less and except SW/4 SW/4 SE/4; E/2 NW/4; N/2 NW/4 NW/4; SE/4 NW/4 NW/4 Section 17 Township 8 North Range 9 West, Caddo County, Oklahoma;
An undivided 80.00 acres in N/2 NE/4 Section 20, Township 8

North, Range 9 West, Caddo County, Oklahoma;
An undivided 550.00 acres in W/2 NE/4; NW/4; S/2, less and
except the NW/4 NW/4 SW/4 Section 21, Township 8 North,
Range 9 West, Caddo County, Oklahoma;
An undivided 520.00 acres in E/2 NW/4; NE/4; SW/4; SE/4 in
Section 22, Township 8 North, Range 9 West, Caddo County,
Oklahoma;
An undivided 200.00 acres in W/2 NW/4; W/2 E/2 NW/4; W/2
SW/4 in Section 23, Township 8 North, Range 9 West, Caddo
County, Oklahoma;
An undivided 620.00 acres in NW/4; SW/4; SE/4; SE/4 NE/4;
W/2 NE/4; NE/4 NE/4 in Section 27, Township 8 North, Range
9 West, Caddo County, Oklahoma;
An undivided 300.00 acres in S/2 NE/4; N/2 NW/4; N/2 NE/4;
NE/4 SE/4; NE/4 SE/4 SE/4; E/2 E/2 NW/4 SE/4 in Section 28,
Township 8 North, Range 9 West, Caddo County, Oklahoma;
An undivided 220.00 acres in N/2 NW/4; N/2 S/2 NW/4; NE/4
in Section 34, Township 8 North, Range 9 West, Caddo
County, Oklahoma.

City Attorney, Amanda Mullins, conducted the mineral sales for:

An undivided 80.00 acres in SE/4 Section 10, Township 8 North, Range 9 West, Caddo
County, Oklahoma -\$750.00 per acre Bid from Dutton Resources;
An undivided 245.00 acres in SW/4; W/2 NW/4; W/2 SW/4 SE/4 NW/4 in Section 14,
Township 8 North, Range 9 West, Caddo County, Oklahoma-\$750.00 per acre Bid from
Dutton Resources;
An undivided 360.00 acres in NE/4; E/2 NW/4; SE/4 Section 15, Township 8 North,
Range 9 West, Caddo County, Oklahoma-\$750.00 per acre Bid from Dutton Resources;
An undivided 380.00 acres in E/2 NW/4; SW/4 NW/4; E/2 SE/4; W/2 SE/4; SW/4
Section 16 Township 8 North, Range 9 West, Caddo County, Oklahoma-\$750.00 per acre
Bid from Dutton Resources;
An undivided 410.00 acres in NE/4, less and except NE/4 NE/4 NE/4; SE/4, less and
except SW/4 SW/4 SE/4; E/2 NW/4; N/2 NW/4 NW/4; SE/4 NW/4 NW/4 Section 17
Township 8 North Range 9 West, Caddo County, Oklahoma-\$750.00 per acre Bid from
Dutton Resources;
An undivided 80.00 acres in N/2 NE/4 Section 20, Township 8 North, Range 9 West,
Caddo County, Oklahoma-\$750.00 per acre Bid from Dutton Resources;
An undivided 550.00 acres in W/2 NE/4; NW/4; S/2, less and except the NW/4 NW/4
SW/4 Section 21, Township 8 North, Range 9 West, Caddo County, Oklahoma-\$750.00
per acre Bid from Dutton Resources;
An undivided 520.00 acres in E/2 NW/4; NE/4; SW/4; SE/4 in Section 22, Township 8
North, Range 9 West, Caddo County, Oklahoma-\$750.00 per acre Bid from Dutton
Resources;
An undivided 200.00 acres in W/2 NW/4; W/2 E/2 NW/4; W/2 SW/4 in Section 23,
Township 8 North, Range 9 West, Caddo County, Oklahoma-\$750.00 per acre Bid from

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Dutton Resources;

An undivided 620.00 acres in NW/4; SW/4; SE/4; SE/4 NE/4; W/2 NE/4; NE/4 NE/4 in Section 27, Township 8 North, Range 9 West, Caddo County, Oklahoma-\$750.00 per acre Bid from Dutton Resources;

An undivided 300.00 acres in S/2 NE/4; N/2 NW/4; N/2 NE/4; NE/4 SE/4; NE/4 SE/4 SE/4; E/2 E/2 NW/4 SE/4 in Section 28, Township 8 North, Range 9 West, Caddo County, Oklahoma-No Bids;

An undivided 220.00 acres in N/2 NW/4; N/2 S/2 NW/4; NE/4 in Section 34, Township 8 North, Range 9 West, Caddo County, Oklahoma-No Bids.

ITEM 6g. Discussion, consideration, and possible action to approve a request from Epworth United Methodist Church to conduct a Movie in the Park at Shannon Springs on September 9, 2022 and waive any fees.

*Motion by Council Member Hebblethwaite and second by Council Member Gerdes to approve the request from Epworth United Methodist Church to conduct a Movie in the Park at Shannon Springs on September 9, 2022 and waive all fees.

Roll call vote:

“Ayes:”	Ginn, Hebblethwaite, Grayson, McCalla, Gerdes, Boyd, Nelson and Mosley.
“Nays:”	None.
“Abstain:”	None.
Motion passed.	8-0

ITEM 6h. Discussion, consideration, and possible action to renew the Grady Emergency Medical Services District agreement for 2022-2023.

*Motion by Council Member Nelson and second by Council Member Hebblethwaite to approve the 2022-2023 Grady Emergency Medical Services District Agreement and authorize the Mayor and staff to execute the same.

Roll call vote:

“Ayes:”	Ginn, Hebblethwaite, Grayson, McCalla, Gerdes, Boyd, Nelson and Mosley.
“Nays:”	None.
“Abstain:”	None.
Motion passed.	8-0

ITEM 6i. Discussion, consideration, and possible action to authorize the renewal of the Grady Emergency Medical Services District Capital Outlay Allocation for 2022-2023.

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*Motion by Council Member Hebblethwaite and second by Council Member Grayson to approve the 2022-2023 Grady Emergency Medical Services District Capital Outlay Allocation and authorize the Interim City Manager and staff to execute documents.

Roll call vote:

“Ayes:”	Ginn, Hebblethwaite, Grayson, McCalla, Gerdes, Boyd, Nelson and Mosley.
“Nays:”	None.
“Abstain:”	None.
Motion passed.	8-0

ITEM 6j. Discussion, consideration, and possible action to approve the renewal of the Zoll AEV portable ventilator loan agreement for FY 2022-2023.

*Motion by Council Member Gerdes and second by Council Member Hebblethwaite to approve the renewal of the Zoll AEV Portable Ventilator agreement.

Roll call vote:

“Ayes:”	Ginn, Hebblethwaite, Grayson, McCalla, Gerdes, Boyd, Nelson and Mosley.
“Nays:”	None.
“Abstain:”	None.
Motion passed.	8-0

ITEM 6k. Discussion, consideration, and possible action to approve Ordinance 2022-22 AMENDING CHAPTER 38 OIL GAS WELLS, ARTICLE II PERMITS, SECTION 28-26 PERMITTEE’S INSURANCE AND BONDS, TO REQUIRE A BOND IN THE PRINCIPAL SUM OF AT LEAST \$100,00; TO ADD SUBPARTS FOUR AND FIVE TO PROVIDE FOR THE REQUIREMENT OF A SIGNED ROAD MAINTENANCE AGREEMENT AND TO PROVIDE FOR THE REQUIREMENT OF A TRUCK ROUTE MAP.

*Motion by Council Member Hebblethwaite second by Council Member Ginn to approve Ordinance 2022-22 Amending Chickasha Code of Ordinances, Chapter 38 – Oil and Gas wells.

Roll call vote:

“Ayes:”	Ginn, Hebblethwaite, Grayson, McCalla, Gerdes, Boyd, Nelson and Mosley.
“Nays:”	None.
“Abstain:”	None.

Motion passed. 8-0

ITEM 6l. Discussion, consideration, and possible action to approve the emergency clause of Ordinance 2022-22.

*Motion by Council Member Boyd second by Council Member Gerdes to approve the emergency clause of Ordinance 2022-22.

Roll call vote:

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

“Nays:” None.

“Abstain:” None.

Motion passed. 8-0

ITEM 6m. Discussion, consideration, and possible action to authorize the purchase or replacement street signs for city streets and cemetery streets from Barco Municipal Products in an amount not to exceed \$17,899.65.

*Motion by Council Member Nelson second by Council Member Ginn to authorize the purchase or replacement street signs for city streets and cemetery streets from Barco Municipal Products in an amount not to exceed \$17,899.65.

Roll call vote:

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

“Nays:” None.

“Abstain:” None.

Motion passed. 8-0

ITEM 6n. Discussion, consideration, and possible action to authorize the Mayor to sign a letter in support of Canadian Valley Technology Center’s application for federal grant to build a Public Safety Training Center.

*Motion by Council Member Boyd second by Council Member Hebblethwaite to authorize the Mayor to sign a letter in support of Canadian Valley Technology Center’s application for federal grant to build a Public Safety Training Center.

Roll call vote:

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

“Nays:” None.

“Abstain:” None.

Motion passed. 8-0

ITEM 6o. Discussion, consideration, and possible action to waive the competitive quote process and authorize the purchase of a new 2022 Ford F150-4WD Super crew Cab Truck for the Parks and Recreation Department under State Contract SW0035 from Joe Cooper Ford in an amount not to exceed \$33,718.00

*Motion by Council Member Hebblethwaite second by Council Member Ginn to waive the competitive quote process and authorize the purchase of a new 2022 Ford F150-4WD Super crew Cab Truck for the Parks and Recreation Department under State Contract SW0035 from Joe Cooper Ford in an amount not to exceed \$33,718.00.

Roll call vote:

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

“Nays:” None.

“Abstain:” None.

Motion passed. 8-0

ITEM 6p. Discussion, consideration, and possible action on a request from the Grady County Coordinated Community Response Team to conduct a fund-raising event (Together We Heel) on October 1, 2022.

*Motion by Council Member Hebblethwaite second by Council Member Gerdes approve the request from the Grady County Coordinated Community Response Team to conduct a fund-raising event (Together We Heel) on October 1, 2022, and waive all fees associated with the event.

Roll call vote:

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

“Nays:” None.

“Abstain:” None.

Motion passed. 8-0

ITEM 6q. Discussion, consideration, and possible action to approve the request from the Chickasha High School Student Council to conduct their annual homecoming parade on Friday, September 30, 2022.

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*Motion by Council Member Hebblethwaite second by Council Member Nelson to approve the request from the Chickasha High School Student Council to conduct their annual homecoming parade on Friday, September 30, 2022.

Roll call vote:

“Ayes:” Ginn, Hebblethwaite, Grayson, McCalla, Gerdes, Boyd, Nelson and Mosley.
“Nays:” None.
“Abstain:” None.
Motion passed. 8-0

ITEM 6r. Discussion, consideration, and possible action to approve the surplus of (1) 1999 Dodge Ram 2500 and authorize the disposal as deemed appropriate.

*Motion by Council Member Gerdes second by Council Member Hebblethwaite to approve the surplus of (1) 1999 Dodge Ram 2500 and authorize the disposal as deemed appropriate.

Roll call vote:

“Ayes:” Ginn, Hebblethwaite, Grayson, McCalla, Gerdes, Boyd, Nelson and Mosley.
“Nays:” None.
“Abstain:” None.
Motion passed. 8-0

ITEM 6s. Discussion, consideration, and possible action to approve the surplus of (1) 1997 Ford F250 and authorize the disposal as deemed appropriate.

*Motion by Council Member Nelson second by Council Member Ginn to approve the surplus of (1) 1997 Ford F250 and authorize the disposal as deemed appropriate.

Roll call vote:

“Ayes:” Ginn, Hebblethwaite, Grayson, McCalla, Gerdes, Boyd, Nelson and Mosley.
“Nays:” None.
“Abstain:” None.
Motion passed. 8-0

ITEM 6t. Discussion, consideration, and possible action to approve the surplus of (1) 2007 Dodge Ram 2500 and authorize the disposal as deemed appropriate.

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*Motion by Council Member Gerdes second by Council Member McCalla to approve the surplus of (1) 2007 Dodge Ram 2500 and authorize the disposal as deemed appropriate.

Roll call vote:

"Ayes:"	Ginn, Hebblethwaite, Grayson, McCalla, Gerdes, Boyd, Nelson and Mosley.
"Nays:"	None.
"Abstain:"	None.
Motion passed.	8-0

Motion by Council Member Grayson and second by Council Member McCalla to recess regular session and enter into CMA and CMAA Meeting.

Roll call vote:

"Ayes:"	Ginn, Hebblethwaite, Grayson, McCalla, Gerdes, Boyd, Nelson, and Mosley.
"Nays:"	None.
"Abstain:"	None.
Motion passed.	8-0

Meeting was recessed to enter into CMA and CMAA Meetings @ 7:22 p.m.

Meeting was reconvened into regular session at 7:34 p.m.

Roll Call:

Boyd -	Present
Nelson -	Present
Ginn -	Present
Hebblethwaite -	Present
Grayson -	Present
McCalla -	Present
Gerdes -	Present
Mosley -	Present

ITEM 7. **Executive Session Items:**

ITEM 7a. **Discussion, consideration, and possible action to into Executive Session, pursuant to 25 O.S. Section 307(B)(3), to discuss the appraisal of real property, in order to advise council regarding acceptance of bid(s) following notice by publication of public**

sale and public auction pursuant to 64 O.S. Section 1081 and 1082 for oil and gas mining lease(s) for oil and gas development covering the following described real properties:

An undivided 80.00 acres in SE/4 Section 10, Township 8 North, Range 9 West, Caddo County, Oklahoma;

An undivided 245.00 acres in SW/4; W/2 NW/4; W/2 SW/4 SE/4 NW/4 in Section 14, Township 8 North, Range 9 West, Caddo County, Oklahoma;

An undivided 360.00 acres in NE/4; E/2 NW/4; SE/4 Section 15, Township 8 North, Range 9 West, Caddo County, Oklahoma;

An undivided 380.00 acres in E/2 NW/4; SW/4 NW/4; E/2 SE/4; W/2 SE/4; SW/4 Section 16 Township 8 North, Range 9 West, Caddo County, Oklahoma;

An undivided 410.00 acres in NE/4, less and except NE/4 NE/4 NE/4; SE/4, less and except SW/4 SW/4 SE/4; E/2 NW/4; N/2 NW/4 NW/4; SE/4 NW/4 NW/4 Section 17 Township 8 North Range 9 West, Caddo County, Oklahoma;

An undivided 80.00 acres in N/2 NE/4 Section 20, Township 8 North, Range 9 West, Caddo County, Oklahoma;

An undivided 550.00 acres in W/2 NE/4; NW/4; S/2, less and except the NW/4 NW/4 SW/4 Section 21, Township 8 North, Range 9 West, Caddo County, Oklahoma;

An undivided 520.00 acres in E/2 NW/4; NE/4; SW/4; SE/4 in Section 22, Township 8 North, Range 9 West, Caddo County, Oklahoma;

An undivided 200.00 acres in W/2 NW/4; W/2 E/2 NW/4; W/2 SW/4 in Section 23, Township 8 North, Range 9 West, Caddo County, Oklahoma;

An undivided 620.00 acres in NW/4; SW/4; SE/4; SE/4 NE/4; W/2 NE/4; NE/4 NE/4 in Section 27, Township 8 North, Range 9 West, Caddo County, Oklahoma;

An undivided 300.00 acres in S/2 NE/4; N/2 NW/4; N/2 NE/4; NE/4 SE/4; NE/4 SE/4 SE/4; E/2 E/2 NW/4 SE/4 in Section 28, Township 8 North, Range 9 West, Caddo County, Oklahoma;

An undivided 220.00 acres in N/2 NW/4; N/2 S/2 NW/4; NE/4 in Section 34, Township 8 North, Range 9 West, Caddo County, Oklahoma.

ITEM 7b.

Discussion, consideration, and possible action to enter into Executive Session pursuant to 25 O.S. Section 307 (B)(1), to discuss the hiring of a City Manager (Interview of candidate Dave Slezigkey).

City Council Meeting 9-6-2022
6:30 p.m.

*Motion by Council Member Grayson and second by Council Member Hebblethwaite to enter into Executive Session.

Roll call vote:

“Ayes:” Hebblethwaite, Boyd, Grayson, McCalla, Gerdes, Nelson, Ginn and Mosley.
“Nays:” None.
“Abstain:” None.
Motion passed. 8-0

Enter into Executive Session @7:37 p.m.

Reconvene open session @ 9:51 p.m.

ITEM 7c. Discussion, consideration, and possible action to reconvene open session and take action on any matters discussed in Executive Session, including possible acceptance or rejection of bids received for sale of oil and gas mining lease(s).

*Motion by Council Member McCalla and second by Council Member Nelson to approve the Collective Bargaining Agreement between the City of Chickasha and the IAFF Local 2041 for fiscal years 22/23 through 23/24.

Roll call vote:

“Ayes:” Hebblethwaite, Grayson, McCalla, Gerdes, Nelson, Ginn and Mosley.
“Nays:” None.
“Abstain:” None.
Motion passed. 7-0

*Motion by Council Member Nelson and second by Council Member Hebblethwaite to accept the following bids:

An undivided 80.00 acres in SE/4 Section 10, Township 8 North, Range 9 West, Caddo County, Oklahoma-\$750.00 per acre to Dutton Resources ;

An undivided 245.00 acres in SW/4; W/2 NW/4; W/2 SW/4 SE/4 NW/4 in Section 14, Township 8 North, Range 9 West, Caddo County, Oklahoma -\$750.00 per acre to Dutton Resources;

An undivided 360.00 acres in NE/4; E/2 NW/4; SE/4 Section 15, Township 8 North, Range 9 West, Caddo County, Oklahoma-\$750.00 per acre to Dutton Resources ;

An undivided 380.00 acres in E/2 NW/4; SW/4 NW/4; E/2 SE/4; W/2 SE/4; SW/4 Section 16 Township 8 North, Range 9 West, Caddo County, Oklahoma -\$750.00 per acre to Dutton Resources;

City Council Meeting 9-6-2022
6:30 p.m.

An undivided 410.00 acres in NE/4, less and except NE/4 NE/4 NE/4; SE/4, less and except SW/4 SW/4 SE/4; E/2 NW/4; N/2 NW/4 NW/4; SE/4 NW/4 NW/4 Section 17 Township 8 North Range 9 West, Caddo County, Oklahoma -\$750.00 per acre to Dutton Resources;

An undivided 80.00 acres in N/2 NE/4 Section 20, Township 8 North, Range 9 West, Caddo County, Oklahoma-\$750.00 per acre to Dutton Resources;

An undivided 550.00 acres in W/2 NE/4; NW/4; S/2, less and except the NW/4 NW/4 SW/4 Section 21, Township 8 North, Range 9 West, Caddo County, Oklahoma-\$750.00 per acre to Dutton Resources;

An undivided 520.00 acres in E/2 NW/4; NE/4; SW/4; SE/4 in Section 22, Township 8 North, Range 9 West, Caddo County, Oklahoma-\$750.00 per acre to Dutton Resources;

An undivided 200.00 acres in W/2 NW/4; W/2 E/2 NW/4; W/2 SW/4 in Section 23, Township 8 North, Range 9 West, Caddo County, Oklahoma-\$750.00 per acre to Dutton Resources;

An undivided 620.00 acres in NW/4; SW/4; SE/4; SE/4 NE/4; W/2 NE/4; NE/4 NE/4 in Section 27, Township 8 North, Range 9 West, Caddo County, Oklahoma-\$750.00 per acre to Dutton Resources.

Roll call vote:

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

“Nays:” None.

“Abstain:” None.

Motion passed. 8-0

ITEM 8. **Adjournment:**

Motion by Council Member Boyd and second by Council Member McCalla to adjourn the meeting.

Meeting adjourned.

TIME: 9:53 P.M.

Chris Mosley, Mayor

ATTEST:

Susan M. McDaniel, CMC - City Clerk

Approved this 19th day of September 2022.



City of
CHICKASHA

Meeting Type: Council Agenda 9-19-2022

Meeting Date: 9/19/2022

Department: Finance

Agenda Item No. 4.b.

AGENDA ITEM: Accept Claims List.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Accept Claims List.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Cindy Rogers, Asst. City Manager	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: September 19, 2022	(From)		

V. ATTACHMENTS:

1. 9-19-22 COUNCIL REPORT_Redacted

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	GENERAL FUND	CITY OF CHICKASHA	PROPERTY LIABILITY	37,500.00
		CITY OF CHICKASHA	COMP ABSENCES	<u>8,480.84</u>
			TOTAL:	45,980.84
ADMINISTRATION	GENERAL FUND	AT&T MOBILITY	ADMIN	194.92
		TRANSFER ACCOUNT	FICA	466.13
			MEDICARE	109.01
		OPTIONS COUNSELING SERVICE, INC.	EMPLOYEE ASSISAUG 2022	<u>366.00</u>
			TOTAL:	1,136.06
FIRE ADMINISTRATION	GENERAL FUND	AT&T MOBILITY	FIRE ADMIN	67.31
		OTA PIKEPASS	PIKEPASS TOLL FEES FIRE AD	24.50
		OKLAHOMA FIREFIGHTERS	FIRE PENSION	979.96
		AT&T	FIRE ADMIN	206.53
		TRANSFER ACCOUNT	FICA	66.13
			MEDICARE	<u>108.85</u>
			TOTAL:	1,453.28
POLICE ADMINISTRATION	GENERAL FUND	CITY OF CHICKASHA-(ACH) OKLAHOMA POLIC	POLICE PENSION	424.00
		CENTERPOINT ENERGY	POLICE ADMIN	34.36
		TRANSFER ACCOUNT	FICA	626.17
			MEDICARE	146.44
		GRADY MEMORIAL HOSPITAL	BLOOD DRAW	27.00
		UNIFIRST HOLDINGS, L.P.	POLICE	24.96
		ENDEX OF OKLAHOMA	ANNUAL INSPECTION	<u>1,387.43</u>
			TOTAL:	2,670.36
CEMETERY SERVICES	GENERAL FUND	AT&T MOBILITY	CEMETERY	45.77
		TRANSFER ACCOUNT	FICA	111.11
			MEDICARE	25.99
		WYNN, JEFFREY	GRAVE OPENING & CLOSING	575.00
			GRAVE OPENING & CLOSING	<u>225.00</u>
			TOTAL:	982.87
HUMAN RESOURCES	GENERAL FUND	TRANSFER ACCOUNT	FICA	75.15
			MEDICARE	<u>17.58</u>
			TOTAL:	92.73
LIBRARY	GENERAL FUND	AT&T MOBILITY	LIBRARY	45.77
		TRANSFER ACCOUNT	FICA	520.58
			MEDICARE	121.75
		CRANTON, BETH	ERRAND REIMBURSEMENT	<u>20.06</u>
			TOTAL:	708.16
STREET & STORM DRAINAG	GENERAL FUND	HERC RENTALS	MINI EXCAVATOR & TRAILER	1,625.00
		EXPRESS SERVICES INC	CONTRACT LABOR	5,034.58
			CONTRACT LABOR	1,366.89
		MARSHALL AUTO PARTS	REPLACEMENT PO	446.67
			MARSHALL AUTO PARTS	348.23
		PUBLIC SERVICE COMPANY OF OKLAHOMA	STREETS	9,468.78
		TRAFFIC SIGNALS INC	SERVICE CALLS- PARTS	1,000.00
		ACTION SAFETY	36" CONES	2,900.00
		TRANSFER ACCOUNT	FICA	541.11
			MEDICARE	126.54
		BARRINGTON ELECTRIC	PLUGS FOR SECURITY CAMERA	<u>916.00</u>
			TOTAL:	23,773.80

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
ACCOUNTING SERVICES	GENERAL FUND	AT&T MOBILITY	FINANCE	45.77
		HSPG & ASSOCIATES, PC	AUG PROGRESS BILL	10,000.00
		TRANSFER ACCOUNT	FICA	598.11
			MEDICARE	139.90
		CRAWFORD AND ASSOCIATES PC	PROF SERV THRU 8/15/22	<u>57.50</u>
			TOTAL:	10,841.28
COMM DEVEL/PLANNING SE	GENERAL FUND	EXPRESS STAR	PUBLIC NOTICES	101.03
			PUBLIC NOTICE	69.85
		AT&T MOBILITY	COMM DEV	183.39
		SMITH ROBERTS BALDISCHWIL	ENGINEERING FOR MAPPING	5,200.00
		TRANSFER ACCOUNT	FICA	358.07
			MEDICARE	83.74
		ESRI INC.	MAPPING SOFTWARE ESRI	<u>19,948.00</u>
			TOTAL:	25,944.08
GENERAL GOVERNMENT	GENERAL FUND	AMANDA MULLINS, PLLC	LEGAL MATTERS 08/2022	10,353.00
		ASCENTIS CORPORATION	SI-130608	1,459.85
		OKLAHOMA MUNICIPAL LEAGUE	NEW OFFICIAL INSTITUTE CL	170.00
		MARGARET MCMORROW-LOVE	GEN MATTERS - AUG 2022	5,843.50
		GRADY MEMORIAL HOSPITAL	DRUG SCREENS	<u>168.00</u>
			TOTAL:	17,994.35
BUILDING SERVICES	GENERAL FUND	RANDALL SCOTT VAUGHN dba CHISOLM TRAIL	ENGINEERING FEES LCD	1,721.25
		TRANSFER ACCOUNT	FICA	287.04
			MEDICARE	67.13
		OKLAHOMA UNIFORM BUILDING CODE COMMISS	AUGUST STATE FEES	<u>412.00</u>
			TOTAL:	2,487.42
FIRE OPERATIONS	GENERAL FUND	MISC ONE-TIME V BRADLEY RIVERA	LODGING- B RIVERA	113.36
		OKLAHOMA FIREFIGHTERS	FIRE PENSION	7,679.01
		TRANSFER ACCOUNT	MEDICARE	<u>886.23</u>
			TOTAL:	8,678.60
PATROL SERVICES	GENERAL FUND	AT&T	PATROL SERV	988.88
		AT&T MOBILITY	PATROL SERV	131.58
			PATROL	91.54
			PATROL SERV	1,041.64
		CITY OF CHICKASHA-(ACH) OKLAHOMA POLIC	POLICE PENSION	2,940.66
		TRANSFER ACCOUNT	FICA	2,127.98
			MEDICARE	497.67
		MOTOROLA SOLUTIONS INC.	BODY WORN CAMERAS	<u>6,220.00</u>
			TOTAL:	14,039.95
INVESTIGATIONS	GENERAL FUND	CITY OF CHICKASHA-(ACH) OKLAHOMA POLIC	POLICE PENSION	941.31
		TRANSFER ACCOUNT	FICA	470.64
			MEDICARE	<u>110.08</u>
			TOTAL:	1,522.03
ANIMAL CONTROL	GENERAL FUND	AT&T MOBILITY	ANIMAL CONTROL	91.54
		PUBLIC SERVICE COMPANY OF OKLAHOMA	ANIMAL CONTROL	1,017.28
		TRANSFER ACCOUNT	FICA	297.93
			MEDICARE	69.67
		GONZALEZ PEST CONTROL	PEST CONTROL	<u>50.00</u>
			TOTAL:	1,526.42

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
MUNICIPAL COURT	GENERAL FUND	TRANSFER ACCOUNT	FICA	94.08
			MEDICARE	<u>22.00</u>
			TOTAL:	116.08
DISPATCH SERVICES	GENERAL FUND	PUBLIC SERVICE COMPANY OF OKLAHOMA DEPARTMENT OF PUBLIC SAFETY TRANSFER ACCOUNT	DISPATCH	1,438.85
			JULY OLET BILL	535.00
			FICA	469.39
			MEDICARE	<u>109.79</u>
			TOTAL:	2,553.03
NEIGHBORHOOD SERVICES	GENERAL FUND	WASHITA CONSTRUCTION & RENOVATION	DEMO FOR 1113 OREGON	5,400.00
			1521 S 2ND DEMO	5,400.00
			DUMPING FOR 729 N 9TH	<u>1,507.95</u>
			TOTAL:	12,307.95
PARK MAINTENANCE	GENERAL FUND	RANDALL SCOTT VAUGHN dba CHISOLM TRAIL HUNZICKER BROTHERS INC EXPRESS SERVICES INC	SHANNON SPRINGS ELECTRICA	768.75
			GLOBES ON LAMPS IN PARK	892.31
			CONTRACTED LABOR	3,778.53
		EXPRESS SERVICES INC	CONTRACTED LABOR	2,856.84
			CONTRACT LABOR	3,950.82
			PARKS	616.63
		AT&T MOBILITY	PARK MAIN	214.42
			PARK MAINT	2,123.95
			TREATMENT OF POND	1,818.00
		PUBLIC SERVICE COMPANY OF OKLAHOMA TURNPRO AQUATICS	PARK ADMIN	34.36
			PARK MAINT	227.65
			FICA	685.61
		CENTERPOINT ENERGY	MEDICARE	160.34
			FINAL PAYMENT ON DOG PARK	<u>41,631.68</u>
			TOTAL:	59,759.89
SPORTS COMPLEX	GENERAL FUND	CHICKASHA CHAMBER OF COMMERCE EXPRESS SERVICES INC	LEADERSHIP CHICKASHA	350.00
			EXPRESS CONTRACTED LABOR	1,873.31
			CONTRACTED LABOR	3,178.04
			CONTRACT LABOR	2,010.97
		AT&T MOBILITY	SPORTS COMP	45.77
			FICA	158.87
			MEDICARE	37.16
		TRANSFER ACCOUNT	VALVUE REPLACEMENT	<u>1,935.30</u>
			TOTAL:	9,589.42
NON-DEPARTMENTAL	EMERGENCY MED SERV	CITY OF CHICKASHA CITY OF CHICKASHA	PROPERTY LIABILITY	450.00
			COMP ABSENCES	<u>2,250.00</u>
			TOTAL:	2,700.00
EMERGENCY MEDICAL SERV	EMERGENCY MED SERV	AT&T MOBILITY OKLAHOMA FIREFIGHTERS TRANSFER ACCOUNT	EMS	91.50
			FIRE PENSION	5,195.32
			MEDICARE	<u>601.59</u>
			TOTAL:	5,888.41
NON-DEPARTMENTAL	CHICKASHA INDUST A	CITY OF CHICKASHA	COMP ABSENCES	<u>37.50</u>
			TOTAL:	37.50
CHICKASHA INDUSTRIAL A	CHICKASHA INDUST A	PUBLIC SERVICE COMPANY OF OKLAHOMA TRANSFER ACCOUNT	SIGN	51.26
			FICA	157.33
			MEDICARE	36.79

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			TOTAL:	245.38
EMERGENCY 911	E-911 FUND	AT&T	ACCT 4100728394589	128.97
		PUBLIC SERVICE COMPANY OF OKLAHOMA	SIREN	13.18
		AT&T	EMS 0628	<u>1,829.05</u>
			TOTAL:	1,971.20
NON-DEPARTMENTAL	CHICKASHA MUNICIPA	CITY OF CHICKASHA	PROPERTY LIABILITY	16,683.33
		CITY OF CHICKASHA	COMP ABSENCES	<u>287.50</u>
			TOTAL:	16,970.83
UTILITY BILLING	CHICKASHA MUNICIPA	US PAYMENTS LLC	MONTHLY KIOSK - IINV 02729	195.00
		TRANSFER ACCOUNT	FICA	322.38
			MEDICARE	<u>75.40</u>
			TOTAL:	592.78
CMA - CAPITAL PROJECTS	CHICKASHA MUNICIPA	VAUGHN, R. SCOTT	PROFESSIONAL SERVICES	<u>825.00</u>
			TOTAL:	825.00
CMCA GENERAL	CHICKASHA MUNICIPA	CITY OF CHICKASHA	OPERATING TRANSFER	<u>163,333.33</u>
			TOTAL:	163,333.33
PUBLIC WORKS ADMIN	CHICKASHA MUNICIPA	TRANSFER ACCOUNT	FICA	310.27
			MEDICARE	<u>72.57</u>
			TOTAL:	382.84
SANITATION DEPARTMENT	CHICKASHA MUNICIPA	TRANSFER ACCOUNT	FICA	78.96
			MEDICARE	18.47
		WASTE CONNECTIONS-	ROLL OFF DUMP FEE	160.50
		WASTE CONNECTIONS OF CHICKASHA	AUG 2022	<u>178,282.52</u>
			TOTAL:	178,540.45
WATER PLANT	CHICKASHA MUNICIPA	FT COBB RES MAS CONS DIST	WATER CONTRACT 10/2022	33,840.98
		PUBLIC SERVICE COMPANY OF OKLAHOMA	WATER PLANT	15,012.45
		RURAL WATER DIST.#7	RWD #7 INV AUG 22	<u>2,383.80</u>
			TOTAL:	51,237.23
WASTEWATER PLANT	CHICKASHA MUNICIPA	PUBLIC SERVICE COMPANY OF OKLAHOMA	WASTEWATER PLANT	<u>13,562.79</u>
			TOTAL:	13,562.79
LINE MAINTENANCE DEPT	CHICKASHA MUNICIPA	MARSHALL AUTO PARTS	REPLACEMENT PO	510.59
		AT&T MOBILITY	LINE MAINT	394.74
		TRANSFER ACCOUNT	FICA	829.84
			MEDICARE	<u>194.08</u>
			TOTAL:	1,929.25
LAKE CHICKASHA	CHICKASHA MUNICIPA	AT&T MOBILITY	LAKE	40.16
		EDWARDS ENTERPRISES RENTAL	PORTABLE RESTROOMS	500.00
			BATHROOMS AT LAKE	500.00
		TRANSFER ACCOUNT	FICA	34.71
			MEDICARE	<u>8.12</u>
			TOTAL:	1,082.99
BUILDING MAINTENANCE	CHICKASHA MUNICIPA	AT&T	BUILD MAINT	567.46
		VERIZON WIRELESS	BUILDING MAINT	80.02
		MARSHALL AUTO PARTS	MARSHALL AUTO PARTS	43.04

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		PUBLIC SERVICE COMPANY OF OKLAHOMA	BUILDING MAINT	1,843.13
		WALLER ICE LLC	ICE	361.59
			ICE	426.53
			OPEN PO FOR ICE	309.02
		AT&T	BUILD MAINT	7,376.58
		TRANSFER ACCOUNT	FICA	96.48
			MEDICARE	22.56
		AT&T	BUILDING 60027250	<u>13,007.90</u>
			TOTAL:	24,134.31
NON-DEPARTMENTAL	AIRPORT	CITY OF CHICKASHA	PROPERTY LIABILITY	3,825.00
		CITY OF CHICKASHA	COMP ABSENCES	<u>57.17</u>
			TOTAL:	3,882.17
AIRPORT	AIRPORT	QT PETROLEUM ON DEMAND LLC	ANNUAL SUPPORT AGMNT	945.00
			paper	86.37
		ASAP ENERGY, INC	FUEL PURCHASE	30,180.36
		TRANSFER ACCOUNT	FICA	164.36
			MEDICARE	38.44
		UNIFIRST HOLDINGS, L.P.	AIRPORT	76.78
		WILLIAMS ELECTRIC COMPANY, INC.	RUNWAY LIGHT REPAIR	<u>1,650.00</u>
			TOTAL:	33,141.31
LIBRARY (ODOL)	ARPA TARGETED GRAN	T-MOBILE USA INC	TMOBILE SERVICE	<u>239.68</u>
			TOTAL:	239.68
CAPITAL PROJECTS	CAPITAL PROJECTS F	VAUGHN, R. SCOTT	SANITARY SEWER REPLACEMEN	<u>375.00</u>
			TOTAL:	375.00
DEDICATED SALES TAX	CIP-DEDICATED SALE	BANK OF OKLAHOMA	BOK DEBT SERVICES	96,298.29
		DOLESE BROS CO	1 1/2" CHURSHER RUN	414.18
			CONCRETE	1,075.00
			CONCRETE	<u>383.00</u>
			TOTAL:	98,170.47
STREET & ALLEY	STREET AND ALLEY F	SIGNAL SYSTEM MANAGEMENT INC	INVOICE: SSM-361	<u>2,500.00</u>
			TOTAL:	2,500.00
COMBINED INSURANCE	COMBINED INSURANCE	TYLER BROOKS	TYLER BROOKS COBRA	516.06
		PARHAM BODY SHOP	COLLISION REPAIR	<u>9,971.70</u>
			TOTAL:	10,487.76
NON-DEPARTMENTAL	AP/PAYROLL CASH FU	DEPARTMENT OF CHILDREN AND FAMILY SERV		287.00
		DEPARTMENT OF HUMAN SERVICES		164.87
				180.00
				151.75
				177.56
				100.00
				123.75
				175.78
				196.50
				72.25
				106.75
		OKLAHOMA FIREFIGHTERS	FIRE PENSION BUY BACK	174.01
			FIRE PENSION	8,906.32
		CITY OF CHICKASHA-(ACH) OKLAHOMA POLIC	POLICE PENSION	2,677.52

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		TRANSFER ACCOUNT	ENTITY 0037102001	4,595.00
			FEDERAL WITHHOLDING	23,796.37
			STATE INCOME TAX	8,723.00
			FICA	9,948.43
			MEDICARE	3,907.89
		CITY OF CHICKASHA FLEX SPENDING ACCOUN	UNREIMBURSED MEDICAL 23-19	1,171.44
			TOTAL:	65,636.19

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

11	GENERAL FUND	244,158.60
23	EMERGENCY MED SERV FUND	8,588.41
25	CHICKASHA INDUST AUTH	282.88
27	E-911 FUND	1,971.20
31	CHICKASHA MUNICIPAL AUTH	452,591.80
39	AIRPORT	37,023.48
44	ARPA TARGETED GRANTS	239.68
52	CAPITAL PROJECTS FUND	375.00
53	CIP-DEDICATED SALES TAX	98,170.47
54	STREET AND ALLEY FUND	2,500.00
71	COMBINED INSURANCE	10,487.76
99	AP/PAYROLL CASH FUND	65,636.19

GRAND TOTAL: 922,025.47

TOTAL PAGES: 6

SELECTION CRITERIA

SELECTION OPTIONS

VENDOR SET: 99-AP VENDOR LIST
VENDOR: All
CLASSIFICATION: All
BANK CODE: All
ITEM DATE: 9/08/2022 THRU 9/20/2022
ITEM AMOUNT: 99,999,999.00CR THRU 99,999,999.00
GL POST DATE: 0/00/0000 THRU 99/99/9999
CHECK DATE: 9/08/2022 THRU 9/20/2022

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 REPORT9-19-22
SIGNATURE LINES: 0

PACKET OPTIONS

INCLUDE REFUNDS: YES
INCLUDE OPEN ITEM:NO



City of
CHICKASHA

Meeting Type: Council Agenda 9-19-2022

Meeting Date: 9/19/2022

Department: Finance

Agenda Item No. 4.c.

AGENDA ITEM: Acceptance of the Financials for August 2022.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Accept the Financials for August 2022.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: September 19, 2022	(From)		

V. ATTACHMENTS:

1. 20220916111917968

FINANCIAL STATEMENT (UNAUDITED)

AS OF: AUGUST 31ST, 2022

11 -GENERAL FUND

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 16.67

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
PERMITS	256,800.00	35,907.09	0.00	100,988.94	0.00	155,811.06	39.33
LICENSES	105,100.00	12,461.50	0.00	33,956.00	0.00	71,144.00	32.31
CEMETERY	105,000.00	4,927.50	0.00	12,806.25	0.00	92,193.75	12.20
FEES	40,400.00	3,995.53	0.00	17,149.05	0.00	23,250.95	42.45
RENT	3,500.00	395.00	0.00	950.00	0.00	2,550.00	27.14
STATE TAX	14,750,000.00	1,360,014.99	0.00	2,573,056.78	0.00	12,176,943.22	17.44
OTHER TAX	850,000.00	103,426.80	0.00	187,085.99	0.00	662,914.01	22.01
FRANCHISE TAX	479,000.00	54,056.07	0.00	96,406.77	0.00	382,593.23	20.13
GRANTS AND PROGRAMS	19,000.00	0.00	0.00	0.00	0.00	19,000.00	0.00
SWIMMING POOL/SPORTS COM	47,500.00	4,805.14	0.00	4,805.14	0.00	42,694.86	10.12
MISC REVENUES	135,000.00	2,102.51	0.00	3,314.23	0.00	131,685.77	2.45
TRANSFER OTHER FUNDS-EQU	2,080,000.00	168,242.18	0.00	343,069.20	0.00	1,736,930.80	16.49
INTEREST	4,500.00	750.21	0.00	1,771.50	0.00	2,728.50	39.37
PRIOR YEAR FUND BALANCE C	2,095,006.00	0.00	0.00	0.00	0.00	2,095,006.00	0.00
*** TOTAL REVENUES ***	20,970,806.00	1,751,084.52	0.00	3,375,359.85	0.00	17,595,446.15	16.10

EXPENDITURE SUMMARY

01-ADMINISTRATION	380,360.00	22,473.31	0.00	45,591.55	699.94	334,068.51	12.17
04-EMERGENCY MANAGEMENT	10,000.00	0.00	0.00	0.00	0.00	10,000.00	0.00
02-FIRE DEPARTMENT-PS	399,659.00	27,265.88	0.00	49,259.10	0.00	350,399.90	12.33
21-FIRE OPERATIONS	2,960,779.00	191,244.44	0.00	415,582.39	113.36	2,545,083.25	14.04
03-POLICE DEPARTMENT-PS	577,328.00	34,811.26	0.00	70,277.08	2,952.43	504,098.49	12.68
41-PATROL SERVICES	2,321,259.00	112,288.08	0.00	350,613.54	10,141.25	1,960,504.21	15.54
42-INVESTIGATIONS	365,049.00	20,478.82	0.00	68,010.11	1,220.00	295,818.89	18.96
43-ANIMAL CONTROL	238,955.00	10,492.38	0.00	25,030.87	0.00	213,924.13	10.48
44-MUNICIPAL COURT	75,411.00	4,880.34	0.00	17,344.24	0.00	58,066.76	23.00
45-DISPATCH	617,994.00	22,755.77	0.00	45,543.83	535.00	571,915.17	7.46
46-NEIGHBORHOOD SERVICES	227,955.00	4,526.38	0.00	5,866.14	0.00	222,088.86	2.57
51-PARK MAINTENANCE	862,765.00	59,111.25	0.00	118,587.58	36,421.77	707,755.65	17.97
52-SPORTS COMPLEX	392,059.00	20,190.61	0.00	75,763.44	12,382.79	303,912.77	22.48
54-SHANNON SPRINGS (FOL)	92,460.00	75.56	0.00	75.56	0.00	92,384.44	0.08
06-CEMETERY MAINTENANC-C	227,900.00	7,630.33	0.00	12,054.16	7,455.00	208,390.84	8.56
08-LIBRARY - C&R	563,355.00	32,636.72	1,326.00	65,993.70	9,332.57	489,354.73	13.14
09-STREET & STORM	1,011,161.00	52,648.40	2,239.47	116,516.23	59,230.83	837,653.41	17.16
10-FLEET	67,601.00	653.96	0.00	3,518.40	0.00	64,082.60	5.20
14-FINANCE-GG	513,614.00	27,589.72	0.00	74,930.09	57.50	438,626.41	14.60
07-HUMAN RESOURCES	132,261.00	3,980.18	0.00	8,072.93	0.00	124,188.07	6.10
16-COMM DEVEL/PLAN SERV	270,932.00	14,872.33	0.00	38,394.20	2,940.88	229,596.92	15.26
18-BUILDING SERVICES	277,782.00	52,835.27	0.00	67,898.28	0.00	209,883.72	24.44
17-GENERAL GOVERNMENT-GG	8,361,167.00	707,248.96	0.00	1,343,114.31	338.00	7,017,714.69	16.07
70-GRANT(S)	23,000.00	40,365.04	0.00	43,251.18	40,650.00	(60,901.18)	364.79
*** TOTAL EXPENDITURES ***	20,970,806.00	1,471,054.99	3,565.47	3,061,288.91	184,471.32	17,728,611.24	15.46
** REVENUE OVER(UNDER) EXPENDITURES **	0.00	280,029.53	3,565.47	314,070.94	(184,471.32)	(133,165.09)	0.00

FINANCIAL STATEMENT (UNAUDITED)

AS OF: AUGUST 31ST, 2022

20 -DONATIONS FUND

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 16.67

	CURRENT	CURRENT	PRIOR YEAR	Y-T-D	Y-T-D	BUDGET	% OF
	BUDGET	PERIOD	EXPENSE	ACTUAL	ENCUMBRANCE	BALANCE	BUDGET
<u>REVENUE SUMMARY</u>							
DONATIONS	10,000.00	102,495.50	0.00	133,636.74	0.00 (	123,636.74)	336.37
INTEREST	<u>100.00</u>	<u>86.93</u>	<u>0.00</u>	<u>132.92</u>	<u>0.00 (</u>	<u>32.92)</u>	<u>132.92</u>
*** TOTAL REVENUES ***	10,100.00	102,582.43	0.00	133,769.66	0.00 (	123,669.66)	324.45
	=====	=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
20-DONATIONS-GG	<u>10,100.00</u>	<u>3,133.69</u>	<u>0.00</u>	<u>9,609.27</u>	<u>10,401.35 (</u>	<u>9,910.62)</u>	<u>198.12</u>
*** TOTAL EXPENDITURES ***	10,100.00	3,133.69	0.00	9,609.27	10,401.35 (	9,910.62)	198.12
	=====	=====	=====	=====	=====	=====	=====
** REVENUE OVER(UNDER) EXPENDITURES **	0.00	99,448.74	0.00	124,160.39 (	10,401.35) (	113,759.04)	0.00
	=====	=====	=====	=====	=====	=====	=====

CITY OF CHICKASHA
FINANCIAL STATEMENT (UNAUDITED)
AS OF: AUGUST 31ST, 2022

23 -EMERGENCY MED SERV FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 16.67

	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	2,606,343.00	65,175.92	0.00	112,948.53	0.00	2,493,394.47	4.33
GRANTS AND PROGRAMS	168,000.00	0.00	0.00	0.00	0.00	168,000.00	0.00
MISC REVENUES	100.00	0.00	0.00	0.00	0.00	100.00	0.00
INTEREST	250.00	20.69	0.00	46.22	0.00	203.78	18.49
*** TOTAL REVENUES ***	2,774,693.00	65,196.61	0.00	112,994.75	0.00	2,661,698.25	4.07
<u>EXPENDITURE SUMMARY</u>							
02-FIRE DEPARTMENT-PS	2,774,693.00	130,987.76	0.00	277,549.53	349,220.00	2,147,923.47	22.59
*** TOTAL EXPENDITURES ***	2,774,693.00	130,987.76	0.00	277,549.53	349,220.00	2,147,923.47	22.59
** REVENUE OVER (UNDER) EXPENDITURES **	0.00	(65,791.15)	0.00	(164,554.78)	(349,220.00)	513,774.78	0.00

FINANCIAL STATEMENT (UNAUDITED)

AS OF: AUGUST 31ST, 2022

25 -CHICKASHA INDUST AUTH
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 16.67

	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	607,500.00	77,270.90	0.00	136,773.55	0.00	470,726.45	22.51
INTEREST	0.00	171.04	0.00	301.58	0.00	301.58	0.00
PRIOR YEAR FUND BALANCE C	394,935.00	0.00	0.00	0.00	0.00	394,935.00	0.00
*** TOTAL REVENUES ***	1,002,435.00	77,441.94	0.00	137,075.13	0.00	865,359.87	13.67
<u>EXPENDITURE SUMMARY</u>							
25-CHICKASHA INDUSTRIAL	1,002,435.00	38,102.11	0.00	78,359.62	1,399.00	922,676.38	7.96
*** TOTAL EXPENDITURES ***	1,002,435.00	38,102.11	0.00	78,359.62	1,399.00	922,676.38	7.96
** REVENUE OVER(UNDER) EXPENDITURES **	0.00	39,339.83	0.00	58,715.51	(1,399.00)	57,316.51	0.00

FINANCIAL STATEMENT (UNAUDITED)

AS OF: AUGUST 31ST, 2022

26 -ED-DEDICATED SALES TAX
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 16.67

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
INTEREST	5,000.00	1,193.15	0.00	1,333.48	0.00	3,666.52	26.67
PRIOR YEAR FUND BALANCE C	<u>1,870,085.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1,870,085.00</u>	<u>0.00</u>
*** TOTAL REVENUES ***	<u>1,875,085.00</u>	<u>1,193.15</u>	<u>0.00</u>	<u>1,333.48</u>	<u>0.00</u>	<u>1,873,751.52</u>	<u>0.07</u>
<u>EXPENDITURE SUMMARY</u>							
26-ED DED. SALES TAX	<u>1,875,085.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1,875,085.00</u>	<u>0.00</u>
*** TOTAL EXPENDITURES ***	<u>1,875,085.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1,875,085.00</u>	<u>0.00</u>
** REVENUE OVER (UNDER) EXPENDITURES **	<u>0.00</u>	<u>1,193.15</u>	<u>0.00</u>	<u>1,333.48</u>	<u>0.00</u>	<u>(1,333.48)</u>	<u>0.00</u>

FINANCIAL STATEMENT (UNAUDITED)

AS OF: AUGUST 31ST, 2022

27 -E-911 FUND

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 16.67

	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	12,666.33	0.00	26,281.03	0.00	116,718.97	18.38
INTEREST	100.00	7.26	0.00	13.66	0.00	86.34	13.66
*** TOTAL REVENUES ***	143,100.00	12,673.59	0.00	26,294.69	0.00	116,805.31	18.38
<u>EXPENDITURE SUMMARY</u>							
27-EMERGENCY 911-PS	143,100.00	2,320.20	0.00	5,454.91	0.00	137,645.09	3.81
*** TOTAL EXPENDITURES ***	143,100.00	2,320.20	0.00	5,454.91	0.00	137,645.09	3.81
** REVENUE OVER (UNDER) EXPENDITURES **	0.00	10,353.39	0.00	20,839.78	0.00	(20,839.78)	0.00

FINANCIAL STATEMENT (UNAUDITED)

AS OF: AUGUST 31ST, 2022

28 -FIRE/EMS TRAINING FUND

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 16.67

	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	0.00	0.00	0.00	0.00	100.00	0.00
INTEREST	0.00	0.10	0.00	0.18	0.00	(0.18)	0.00
*** TOTAL REVENUES ***	100.00	0.10	0.00	0.18	0.00	99.82	0.18
<u>EXPENDITURE SUMMARY</u>							
02-FIRE DEPARTMENT-PS	100.00	0.00	0.00	0.00	0.00	100.00	0.00
*** TOTAL EXPENDITURES ***	100.00	0.00	0.00	0.00	0.00	100.00	0.00
** REVENUE OVER (UNDER) EXPENDITURES **	0.00	0.10	0.00	0.18	0.00	(0.18)	0.00

FINANCIAL STATEMENT (UNAUDITED)

AS OF: AUGUST 31ST, 2022

29 -POLICE TRAINING FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 16.67

	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	9,900.00	234.30	0.00	788.06	0.00	9,111.94	7.96
INTEREST	0.00	1.09	0.00	1.95	0.00	(1.95)	0.00
*** TOTAL REVENUES ***	9,900.00	235.39	0.00	790.01	0.00	9,109.99	7.98
<u>EXPENDITURE SUMMARY</u>							
03-POLICE DEPARTMENT-PS	9,900.00	0.00	0.00	0.00	0.00	9,900.00	0.00
*** TOTAL EXPENDITURES ***	9,900.00	0.00	0.00	0.00	0.00	9,900.00	0.00
** REVENUE OVER(UNDER) EXPENDITURES **	0.00	235.39	0.00	790.01	0.00	(790.01)	0.00

FINANCIAL STATEMENT (UNAUDITED)

AS OF: AUGUST 31ST, 2022

31 -CHICKASHA MUNICIPAL AUTH
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 16.67

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
LICENSES	30,000.00	5,322.00	0.00	12,533.00	0.00	17,467.00	41.78
FEES	25,000.00	1,716.62	0.00	3,392.39	0.00	21,607.61	13.57
RENT	162,750.00	16,072.50	0.00	48,699.80	0.00	114,050.20	29.92
GRANTS AND PROGRAMS	0.00	2,836.86	0.00	2,836.86	0.00	(2,836.86)	0.00
OIL & GAS	12,000.00	0.00	0.00	0.00	0.00	12,000.00	0.00
UTILITY SERVICE	11,317,500.00	642,457.79	0.00	1,227,196.82	0.00	10,090,303.18	10.84
MISC REVENUES	15,000.00	1,420.40	0.00	1,570.40	0.00	13,429.60	10.47
TRANSFER OTHER FUNDS-EQU	3,666,667.00	420,459.26	0.00	815,688.23	0.00	2,850,978.77	22.25
INTEREST	40,000.00	5,595.52	0.00	7,982.85	0.00	32,017.15	19.96
PRIOR YEAR FUND BALANCE C	1,713,590.00	0.00	0.00	0.00	0.00	1,713,590.00	0.00
*** TOTAL REVENUES ***	16,982,507.00	1,095,880.95	0.00	2,119,900.35	0.00	14,862,606.65	12.48
<u>EXPENDITURE SUMMARY</u>							
30-CMA CAPITAL	7,145,714.00	133,890.23	5,140.00	148,110.68	92,096.51	6,910,646.81	3.29
31-CMA GENERAL-BT	2,314,200.00	173,039.12	0.00	349,103.21	0.00	1,965,096.79	15.09
15-UTILITY BILLING	255,276.00	18,749.48	0.00	40,273.26	0.00	215,002.74	15.78
32-PUBLIC WORKS ADMIN-BT	257,022.00	19,660.08	0.00	33,378.74	0.00	223,643.26	12.99
33-SANITATION-BT	2,553,910.00	362,575.45	0.00	369,942.80	68,500.00	2,115,467.20	17.17
34-WATER PLANT-BT	2,122,000.00	150,191.23	0.00	368,092.98	0.00	1,753,907.02	17.35
35-WASTEWATER PLANT-BT	973,500.00	71,305.03	0.00	167,153.93	0.00	806,346.07	17.17
36-LINE MAINTENANCE-BT	650,885.00	51,142.44	0.00	98,837.71	25,564.28	526,483.01	19.11
37-LAKE CHICKASHA-C&R	155,156.00	3,383.57	0.00	8,872.24	500.00	145,783.76	6.04
38-BUILDING MAINTENANCE	554,844.00	28,535.77	0.00	72,330.63	426.53	482,086.84	13.11
*** TOTAL EXPENDITURES ***	16,982,507.00	1,012,472.40	5,140.00	1,656,096.18	187,087.32	15,144,463.50	10.82
** REVENUE OVER (UNDER) EXPENDITURES **	0.00	83,408.55	5,140.00	463,804.17	(187,087.32)	(281,856.85)	0.00

FINANCIAL STATEMENT (UNAUDITED)

AS OF: AUGUST 31ST, 2022

39 -AIRPORT

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 16.67

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
RENT	88,055.00	7,023.89	0.00	13,472.78	0.00	74,582.22	15.30
OIL & GAS	675,000.00	37,260.36	0.00	73,706.06	0.00	601,293.94	10.92
MISC REVENUES	30,000.00	1,500.00	0.00	1,500.00	0.00	28,500.00	5.00
TRANSFER OTHER FUNDS-EQU	5,000.00	0.00	0.00	0.00	0.00	5,000.00	0.00
INTEREST	10,000.00	364.66	0.00	2,321.78	0.00	7,678.22	23.22
PRIOR YEAR FUND BALANCE C	725,135.00	0.00	0.00	0.00	0.00	725,135.00	0.00
*** TOTAL REVENUES ***	1,533,190.00	46,148.91	0.00	91,000.62	0.00	1,442,189.38	5.94
<u>EXPENDITURE SUMMARY</u>							
39-AIRPORT-BT	1,533,190.00	40,733.58	0.00	58,856.68	2,681.37	1,471,651.95	4.01
*** TOTAL EXPENDITURES ***	1,533,190.00	40,733.58	0.00	58,856.68	2,681.37	1,471,651.95	4.01
** REVENUE OVER (UNDER) EXPENDITURES **	0.00	5,415.33	0.00	32,143.94	(2,681.37)	(29,462.57)	0.00

FINANCIAL STATEMENT (UNAUDITED)

AS OF: AUGUST 31ST, 2022

44 -ARPA TARGETED GRANTS

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 16.67

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
PRIOR YEAR FUND BALANCE C	1,278,902.00	0.00	0.00	0.00	0.00	1,278,902.00	0.00
*** TOTAL REVENUES ***	1,278,902.00	0.00	0.00	0.00	0.00	1,278,902.00	0.00
<u>EXPENDITURE SUMMARY</u>							
01-GENERAL	1,278,902.00	10,851.11	43,882.32	44,168.22	0.00	1,278,616.10	0.02
08-LIBRARY	0.00	0.00	0.00	0.00	1,341.30	1,341.30	0.00
*** TOTAL EXPENDITURES ***	1,278,902.00	10,851.11	43,882.32	44,168.22	1,341.30	1,277,274.80	0.13
** REVENUE OVER (UNDER) EXPENDITURES **	0.00	(10,851.11)	43,882.32	(44,168.22)	(1,341.30)	1,627.20	0.00

FINANCIAL STATEMENT (UNAUDITED)

AS OF: AUGUST 31ST, 2022

52 -CAPITAL PROJECTS FUND

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 16.67

	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	30,000.00	58,846.54	0.00	108,495.49	0.00	(78,495.49)	361.65
INTEREST	1,900.00	233.64	0.00	389.00	0.00	1,511.00	20.47
PRIOR YEAR FUND BALANCE C	<u>119,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>119,000.00</u>	<u>0.00</u>
*** TOTAL REVENUES ***	150,900.00	59,080.18	0.00	108,884.49	0.00	42,015.51	72.16
<u>EXPENDITURE SUMMARY</u>							
CAPITAL PROJECTS	<u>150,900.00</u>	<u>5,361.50</u>	<u>0.00</u>	<u>11,591.75</u>	<u>3,685.10</u>	<u>135,623.15</u>	<u>10.12</u>
*** TOTAL EXPENDITURES ***	150,900.00	5,361.50	0.00	11,591.75	3,685.10	135,623.15	10.12
** REVENUE OVER(UNDER) EXPENDITURES **	0.00	53,718.68	0.00	97,292.74	(3,685.10)	(93,607.64)	0.00

FINANCIAL STATEMENT (UNAUDITED)

AS OF: AUGUST 31ST, 2022

53 -CIP-DEDICATED SALES TAX
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 16.67

	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	2,930,000.00	270,790.39	0.00	511,693.50	0.00	2,418,306.50	17.46
INTEREST	7,500.00	1,251.03	0.00	3,251.00	0.00	4,249.00	43.35
*** TOTAL REVENUES ***	2,937,500.00	272,041.42	0.00	514,944.50	0.00	2,422,555.50	17.53
<u>EXPENDITURE SUMMARY</u>							
53-DEDICATED SALE TAX-GG	2,937,500.00	102,922.30	0.00	202,208.36	3,914.18	2,731,377.46	7.02
*** TOTAL EXPENDITURES ***	2,937,500.00	102,922.30	0.00	202,208.36	3,914.18	2,731,377.46	7.02
** REVENUE OVER(UNDER) EXPENDITURES **	0.00	169,119.12	0.00	312,736.14	(3,914.18)	(308,821.96)	0.00

FINANCIAL STATEMENT (UNAUDITED)

AS OF: AUGUST 31ST, 2022

54 -STREET AND ALLEY FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 16.67

	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	2,387.28	0.00	4,860.85	0.00	25,139.15	16.20
OTHER TAX	125,000.00	2,250.30	0.00	12,990.80	0.00	112,009.20	10.39
INTEREST	500.00	75.96	0.00	129.38	0.00	370.62	25.88
*** TOTAL REVENUES ***	155,500.00	4,713.54	0.00	17,981.03	0.00	137,518.97	11.56
<u>EXPENDITURE SUMMARY</u>							
09-STREET & STORM	155,500.00	0.00	0.00	2,500.00	0.00	153,000.00	1.61
*** TOTAL EXPENDITURES ***	155,500.00	0.00	0.00	2,500.00	0.00	153,000.00	1.61
** REVENUE OVER(UNDER) EXPENDITURES **	0.00	4,713.54	0.00	15,481.03	0.00	(15,481.03)	0.00

C I T Y O F C H I C K A S H A
FINANCIAL STATEMENT (UNAUDITED)
AS OF: AUGUST 31ST, 2022

56 -CEMETERY CARE
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 16.67

	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	1,642.50	0.00	4,269.75	0.00	30,730.25	12.20
INTEREST	2,000.00	23.69	0.00	494.41	0.00	1,505.59	24.72
PRIOR YEAR FUND BALANCE C	138,000.00	0.00	0.00	0.00	0.00	138,000.00	0.00
*** TOTAL REVENUES ***	175,000.00	1,666.19	0.00	4,764.16	0.00	170,235.84	2.72
<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	1,666.19	0.00	4,764.16	0.00	(4,764.16)	0.00

C I T Y O F C H I C K A S H A
FINANCIAL STATEMENT (UNAUDITED)
AS OF: AUGUST 31ST, 2022

61 -WATER METER FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 16.67

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
INTEREST	500.00	19.12	0.00	186.11	0.00	313.89	37.22
*** TOTAL REVENUES ***	500.00	19.12	0.00	186.11	0.00	313.89	37.22
<u>EXPENDITURE SUMMARY</u>							
36-LINE MAINTENANCE-BT	500.00	0.00	0.00	0.00	0.00	500.00	0.00
*** TOTAL EXPENDITURES ***	500.00	0.00	0.00	0.00	0.00	500.00	0.00
** REVENUE OVER (UNDER) EXPENDITURES **	0.00	19.12	0.00	186.11	0.00	(186.11)	0.00

FINANCIAL STATEMENT (UNAUDITED)

AS OF: AUGUST 31ST, 2022

64 -POLICE BOND FUND

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 16.67

	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	160,000.00	12,770.68	0.00	20,008.93	0.00	139,991.07	12.51
INTEREST	100.00	15.24	0.00	29.96	0.00	70.04	29.96
*** TOTAL REVENUES ***	160,100.00	12,785.92	0.00	20,038.89	0.00	140,061.11	12.52
<u>EXPENDITURE SUMMARY</u>							
03-POLICE DEPARTMENT-PS	160,100.00	6,385.10	0.00	20,466.68	0.00	139,633.32	12.78
*** TOTAL EXPENDITURES ***	160,100.00	6,385.10	0.00	20,466.68	0.00	139,633.32	12.78
** REVENUE OVER (UNDER) EXPENDITURES **	0.00	6,400.82	0.00	(427.79)	0.00	427.79	0.00

C I T Y O F C H I C K A S H A
FINANCIAL STATEMENT (UNAUDITED)
AS OF: AUGUST 31ST, 2022

68 -WATER RESOURCE FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 16.67

	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	5,218.47	0.00	10,404.41	0.00	64,595.59	13.87
INTEREST	1,000.00	37.40	0.00	518.15	0.00	481.85	51.82
PRIOR YEAR FUND BALANCE C	<u>474,500.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>474,500.00</u>	<u>0.00</u>
*** TOTAL REVENUES ***	550,500.00	5,255.87	0.00	10,922.56	0.00	539,577.44	1.98
<u>EXPENDITURE SUMMARY</u>							
68-WATER RESOURCES	<u>550,500.00</u>	<u>26.00</u>	<u>0.00</u>	<u>52.44</u>	<u>0.00</u>	<u>550,447.56</u>	<u>0.01</u>
*** TOTAL EXPENDITURES ***	550,500.00	26.00	0.00	52.44	0.00	550,447.56	0.01
** REVENUE OVER (UNDER) EXPENDITURES **	0.00	5,229.87	0.00	10,870.12	0.00 (	10,870.12)	0.00

FINANCIAL STATEMENT (UNAUDITED)

AS OF: AUGUST 31ST, 2022

71 -COMBINED INSURANCE

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 16.67

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
INSURANCE	714,213.00	1,924.31	0.00	3,783.61	0.00	710,429.39	0.53
INTEREST	0.00	204.90	0.00	1,563.90	0.00	(1,563.90)	0.00
PRIOR YEAR FUND BALANCE C	30,000.00	0.00	0.00	0.00	0.00	30,000.00	0.00
*** TOTAL REVENUES ***	744,213.00	2,129.21	0.00	5,347.51	0.00	738,865.49	0.72
<u>EXPENDITURE SUMMARY</u>							
71-COMBINED INSURANCE-CR	744,213.00	6,335.13	0.00	8,522.60	9,971.70	725,718.70	2.49
*** TOTAL EXPENDITURES ***	744,213.00	6,335.13	0.00	8,522.60	9,971.70	725,718.70	2.49
** REVENUE OVER (UNDER) EXPENDITURES **	0.00	(4,205.92)	0.00	(3,175.09)	(9,971.70)	13,146.79	0.00

FINANCIAL STATEMENT (UNAUDITED)

AS OF: AUGUST 31ST, 2022

72 -COMPENSATED ABSENCES FUND

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 16.67

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
INSURANCE	133,356.00	0.00	0.00	0.00	0.00	133,356.00	0.00
INTEREST	0.00	28.98	0.00	46.83	0.00	(46.83)	0.00
*** TOTAL REVENUES ***	133,356.00	28.98	0.00	46.83	0.00	133,309.17	0.04
<u>EXPENDITURE SUMMARY</u>							
72-COMPENSATED ABSENCES	133,356.00	15,581.86	0.00	19,657.08	0.00	113,698.92	14.74
*** TOTAL EXPENDITURES ***	133,356.00	15,581.86	0.00	19,657.08	0.00	113,698.92	14.74
** REVENUE OVER(UNDER) EXPENDITURES **	0.00	(15,552.88)	0.00	(19,610.25)	0.00	19,610.25	0.00



City of
CHICKASHA

Meeting Type: Council Agenda 9-19-2022

Meeting Date: 9/19/2022

Department: Finance

Agenda Item No. 4.d.

AGENDA ITEM: Acceptance of Resolution 2022-23R amending the FY 22-23 Budget

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Acceptance of Resolution 2022-23R amending the FY 22--23 Budget.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Cindy Rogers, Asst. City Manager	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: September 19, 2022	(From)		

V. ATTACHMENTS:

1. Res. 2022-23R Budget Amendment
2. Res. 22022-23R Attachment A

RESOLUTION NO. 2022-23R

**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 2022-23**

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 2022-23 were followed, culminating the adoption of the Budget by the Mayor and Council on June 20, 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 2022-23 Budget for the General Fund #11 is hereby amended and attached hereto as "Exhibit A".

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 19th day of September 2022.

Chris Mosley, Mayor

ATTEST:

Susan M. McDaniel, CMC - City Clerk

(SEAL)

Exhibit A

CITY OF CHICKASHA

BUDGET AMENDMENT FORM

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

Fund: GENERAL
Fund No.: 11
Amendment No.: 4
Fiscal Year: 2022-2023

Account #	Account Name	Estimated Revenue(s)		Appropriation(s)	
		Increase	Decrease	Increase	Decrease
4700-001	AVAILABLE FUND BALANCE	13,519.00			
570-5101-693	OVERTIME (2022)			13,519.00	
TOTALS		13,519.00	-	13,519.00	-

EXPLANATION:

To reflect Balance of Office of Attorney General 2022 Safe Oklahoma Grant Program received in prior year

Approved by City Manager:

Date _____ Signature _____

Approved by City Council:

Date _____ Signature _____



City of
CHICKASHA

Meeting Type: Council Agenda 9-19-2022

Meeting Date: 9/19/2022

Department: Police Department

Agenda Item No. 6.a.

AGENDA ITEM: Discussion, consideration and possible action to declare as surplus uniforms, duty-related equipment, old electronics, and other items as listed and allow the City Manager to dispose of them as deemed appropriate.

I. BACKGROUND/DESCRIPTION:

- The department has gathered, inventoried, and selected both usable and unusable duty gear items including shirts, pants, boots, duty bags, etc. Some items are broken, torn or otherwise not suitable.
- In addition to the various clothing/duty items are electronic items such as hard drives, old monitor stands, and an old monitor that are no longer serviceable. Some items are broken, torn or otherwise not suitable.
- The Police Department seeks to surplus the equipment as provided in attachment. Items that can be used by other, smaller agencies will be given to them. All other items will be destroyed.

II. RECOMMENDED ACTION:

Staff recommends the surplus of all serviceable items and unserviceable items as noted on the Attachment and allow the Interim City Manager to dispose of as deemed appropriate.

III. FISCAL INFORMATION - This is an unbudgeted item.

IV. FUND INFORMATION:

Dept. Director: G. G. Music, Asst. Police Chief	Fund	Account	Amount
	(To) N/A		
	FUND	ACCOUNT	AMOUNT
Meeting Date: 09-19-2022	(From) N/A		

V. ATTACHMENTS:

1. 20220908 Surplus List

PANTS	118
BOOTS	8
SHIRTS (LS)	55
SHIRTS (SS)	49
SHIRTS (POLO)	47
JACKETS	5
BASE RADIOS	5
COMPUTERS	2
FLASHLIGHTS	2
VESTS	5
OUTER CARRIER	2
CUFF CASES	13
HARD DRIVES	39
UNDER BELTS	5
BAGS	7
SHORTS	2
VEST CARRIERS	2
FLASHLIGHT CHARGER	1
COATS	7
MONITORS	5
MONITOR STANDS	4
DUTY BELT	1
MISC WIRES/CORDS	1

QUANTITY	CATEGORY	BRAND	TYPE	DONATE
1	PANTS	BLAUER	BDU NAVY	NO
1	PANTS	FLYING CROSS	BDU NAVY	YES
1	PANTS	BLAUER	BDU NAVY	YES
1	PANTS	5.11	BDU NAVY	YES
1	PANTS	5.11	BDU NAVY	YES
1	PANTS	5.11	BDU NAVY	YES
1	PANTS	5.11	BDU NAVY	YES
1	PANTS	5.11	BDU NAVY	YES
1	PANTS	5.11	BDU NAVY	YES
1	PANTS	FLYING CROSS	BDU NAVY	YES
1	PANTS	FLYING CROSS	BDU NAVY	YES
1	PANTS	SOUTHEASTERN	STRAIGHT	NO
1	PANTS	SOUTHEASTERN	STRAIGHT	NO
1	PANTS	SOUTHEASTERN	STRAIGHT	NO
1	PANTS	SOUTHEASTERN	STRAIGHT	NO
1	PANTS	SOUTHEASTERN	STRAIGHT	NO
1	PANTS	BLAUER	BDU NAVY	NO
1	PANTS	BLAUER	BDU NAVY	NO

QUANTITY	CATEGORY	BRAND	TYPE	DONATE
1	PANTS	BLAUER	BDU NAVY	YES
1	PANTS	BLAUER	BDU NAVY	YES
1	PANTS	BLAUER	BDU NAVY	YES
1	PANTS	BLAUER	BDU NAVY	YES
1	PANTS	BLAUER	BDU NAVY	YES
1	PANTS	BLAUER	BDU NAVY	YES
1	PANTS	BLAUER	BDU NAVY	YES
1	PANTS	BLAUER	BDU NAVY	YES
1	PANTS	BLAUER	STRAIGHT	YES
1	PANTS	BLAUER	STRAIGHT	YES
1	PANTS	BLAUER	BDU NAVY	YES
1	PANTS	FLYING CROSS	STRAIGHT	YES
1	PANTS	FLYING CROSS	STRAIGHT	YES
1	PANTS	FLYING CROSS	STRAIGHT	YES
1	PANTS	FLYING CROSS	BDU NAVY	YES
1	PANTS	FLYING CROSS	BDU NAVY	YES
1	PANTS	FLYING CROSS	BDU NAVY	YES
1	PANTS	FLYING CROSS	BDU NAVY	YES
1	PANTS	FLYING CROSS	BDU NAVY	YES
1	PANTS	FLYING CROSS	BDU NAVY	YES
1	PANTS	FLYING CROSS	BDU NAVY	YES
1	PANTS	FLYING CROSS	BDU NAVY	YES
1	PANTS	FLYING CROSS	BDU NAVY	YES
1	PANTS	FLYING CROSS	BDU NAVY	YES
1	PANTS	FLYING CROSS	BDU NAVY	YES
1	PANTS	FLYING CROSS	BDU NAVY	YES
1	PANTS	FLYING CROSS	BDU NAVY	YES
1	PANTS	FLYING CROSS	BDU NAVY	YES
1	PANTS	FLYING CROSS	BDU NAVY	YES
1	PANTS	FLYING CROSS	BDU NAVY	YES
1	SHIRTS	FLYING CROSS	LONG SLEEVE	YES
1	SHIRTS	FLYING CROSS	LONG SLEEVE	YES
1	SHIRTS	5.11	LONG SLEEVE	YES
1	SHIRTS	5.11	LONG SLEEVE	YES
1	SHIRTS	5.11	LONG SLEEVE	YES
1	SHIRTS	5.11	LONG SLEEVE	YES
1	SHIRTS	FLYING CROSS	SHORT SLEEVE	YES
1	SHIRTS	5.11	SHORT SLEEVE	YES
1	SHIRTS	5.11	SHORT SLEEVE	YES
1	SHIRTS	5.11	SHORT SLEEVE	YES
1	SHIRTS	5.11	SHORT SLEEVE	YES
1	SHIRTS	5.11	POLO	NO
1	SHIRTS	BLAUER	POLO	NO
1	PANTS	FLYING CROSS	STRAIGHT	YES

[illegible]

QUANTITY	CATEGORY	BRAND	TYPE	DONATE
1	PANTS	5.11	TRAINING	YES
1	PANTS	PROPPER	TRAINING	YES
1	PANTS	PROPPER	TRAINING	YES
1	PANTS	PROPPER	TRAINING	YES
1	PANTS	PROPPER	TRAINING	YES
1	SHIRTS	5.11	POLO	NO
1	SHIRTS	5.11	POLO	NO
1	SHIRTS	5.11	POLO	NO
1	SHIRTS	5.11	POLO	NO
1	SHIRTS	5.11	POLO	NO
1	SHIRTS	5.11	POLO	NO
1	SHIRTS	5.11	POLO	NO
1	SHIRTS	5.11	POLO	NO
1	SHIRTS	5.11	POLO	NO
1	SHIRTS	5.11	POLO	NO
1	SHIRTS	5.11	POLO	NO
1	SHIRTS	5.11	POLO	NO
1	SHIRTS	5.11	POLO	NO
1	SHIRTS	5.11	POLO	NO
1	SHIRTS	5.11	POLO	NO
1	SHIRTS	5.11	LONG SLEEVE	YES
1	SHIRTS	5.11	LONG SLEEVE	YES
1	SHIRTS	5.11	LONG SLEEVE	YES
1	SHIRTS	PORT ATHORITY	POLO	NO
1	SHIRTS	PORT ATHORITY	POLO	NO
1	SHIRTS	PORT ATHORITY	POLO	NO
1	SHIRTS	PORT ATHORITY	POLO	NO
1	SHIRTS	BLAUER	SHORT SLEEVE	NO
1	SHIRTS	BLAUER	SHORT SLEEVE	NO
1	SHIRTS	BLAUER	SHORT SLEEVE	NO
1	SHIRTS	BLAUER	POLO	NO
1	SHIRTS	BLAUER	SHORT SLEEVE	YES
1	SHIRTS	BLAUER	SHORT SLEEVE	YES
1	SHIRTS	BLAUER	LONG SLEEVE	YES
1	SHIRTS	BLAUER	LONG SLEEVE	YES
1	SHIRTS	BLAUER	LONG SLEEVE	YES
1	SHIRTS	BLAUER	LONG SLEEVE	YES
1	SHIRTS	FLYING CROSS	LONG SLEEVE	YES
1	SHIRTS	FLYING CROSS	LONG SLEEVE	YES
1	SHIRTS	FLYING CROSS	LONG SLEEVE	YES

QUANTITY	CATEGORY	BRAND	TYPE	DONATE
1	SHIRTS	FLYING CROSS	LONG SLEEVE	YES
1	SHIRTS	FLYING CROSS	SHORT SLEEVE	YES
1	PANTS	BLAUER	BDU NAVY	YES
1	PANTS	BLAUER	BDU NAVY	YES
1	PANTS	FECHHEIMER	STRAIGHT	YES
1	JACKET	FLYING CROSS	CLASS A	YES
1	JACKET	FLYING CROSS	CLASS A	YES
1	JACKET	HORACE SMALL	CLASS A	YES
1	SHIRTS	SOUTHEASTERN	SHORT SLEEVE	YES
1	SHIRTS	SOUTHEASTERN	SHORT SLEEVE	YES
1	SHIRTS	SOUTHEASTERN	SHORT SLEEVE	YES
1	SHIRTS	SOUTHEASTERN	SHORT SLEEVE	YES
1	SHIRTS	SOUTHEASTERN	SHORT SLEEVE	NO
1	SHIRTS	SOUTHEASTERN	LONG SLEEVE	YES
1	SHIRTS	BLAUER	SHORT SLEEVE	YES
1	SHIRTS	BLAUER	SHORT SLEEVE	YES
1	SHIRTS	BLAUER	SHORT SLEEVE	NO
1	SHIRTS	FLYING CROSS	SHORT SLEEVE	YES
1	SHIRTS	FLYING CROSS	SHORT SLEEVE	YES
1	SHIRTS	FLYING CROSS	SHORT SLEEVE	YES
1	SHIRTS	FLYING CROSS	SHORT SLEEVE	YES
1	SHIRTS	FLYING CROSS	SHORT SLEEVE	YES
1	SHIRTS	FLYING CROSS	SHORT SLEEVE	NO
1	SHIRTS	FLYING CROSS	SHORT SLEEVE	NO
1	SHIRTS	FLYING CROSS	SHORT SLEEVE	NO
1	SHIRTS	FLYING CROSS	SHORT SLEEVE	NO
1	SHIRTS	FLYING CROSS	SHORT SLEEVE	NO
1	SHIRTS	FLYING CROSS	SHORT SLEEVE	NO
1	SHIRTS	FLYING CROSS	SHORT SLEEVE	NO
1	SHIRTS	FLYING CROSS	SHORT SLEEVE	NO
1	SHIRTS	FLYING CROSS	SHORT SLEEVE	NO
1	SHIRTS	5.11	SHORT SLEEVE	NO
1	SHIRTS	HORACE SMALL	LONG SLEEVE	YES
1	SHIRTS	HORACE SMALL	LONG SLEEVE	YES
1	SHIRTS	HORACE SMALL	LONG SLEEVE	YES
1	SHIRTS	HORACE SMALL	LONG SLEEVE	YES
1	SHIRTS	5.11	LONG SLEEVE	YES
1	SHIRTS	FLYING CROSS	LONG SLEEVE	YES
1	SHIRTS	FLYING CROSS	LONG SLEEVE	YES
1	SHIRTS	FLYING CROSS	LONG SLEEVE	NO

QUANTITY	CATEGORY	BRAND	TYPE	DONATE
1	SHIRTS	FLYING CROSS	LONG SLEEVE	NO
1	SHIRTS	FLYING CROSS	LONG SLEEVE	NO
1	SHIRTS	FLYING CROSS	LONG SLEEVE	NO
1	SHIRTS	FLYING CROSS	LONG SLEEVE	NO
1	SHIRTS	FLYING CROSS	LONG SLEEVE	NO
1	SHIRTS	ELBECO	LONG SLEEVE	YES
1	SHIRTS	BLAUER	POLO	NO
1	SHIRTS	BLAUER	POLO	NO
1	SHIRTS	BLAUER	POLO	NO
1	SHIRTS	PROPPER	POLO	NO
1	SHIRTS	PROPPER	POLO	NO
1	SHIRTS	PORT ATHORITY	POLO	NO
1	SHIRTS	PORT ATHORITY	POLO	NO
1	SHIRTS	PORT ATHORITY	POLO	NO
1	SHIRTS	BLAUER	POLO	NO
1	BOOTS	UNDER ARMOUR	PATROL - 10.5	NO
1	BOOTS	NIKE	PATROL - 11.5	NO
1	BOOTS	SURVIVOR	PATROL - 8.5	NO
1	BOOTS	BATES	PATROL - 9	NO
1	SHIRTS	FLYING CROSS	LONG SLEEVE	YES
1	SHIRTS	FLYING CROSS	LONG SLEEVE	YES
1	SHIRTS	FLYING CROSS	LONG SLEEVE	YES
1	SHIRTS	FLYING CROSS	LONG SLEEVE	YES
1	SHIRTS	BLAUER	LONG SLEEVE	YES
1	SHIRTS	BLAUER	LONG SLEEVE	YES
1	SHIRTS	BLAUER	LONG SLEEVE	YES
1	SHIRTS	BLAUER	LONG SLEEVE	YES
1	SHIRTS	5.11	LONG SLEEVE	YES
1	SHIRTS	5.11	LONG SLEEVE	YES
1	SHIRTS	5.11	LONG SLEEVE	YES
1	SHIRTS	5.11	LONG SLEEVE	YES
1	SHIRTS	FLYING CROSS	SHORT SLEEVE	YES
1	SHIRTS	FLYING CROSS	SHORT SLEEVE	YES
1	SHIRTS	5.11	SHORT SLEEVE	YES
1	SHIRTS	BLAUER	SHORT SLEEVE	YES
1	SHIRTS	BLAUER	SHORT SLEEVE	YES
1	SHIRTS	BLAUER	SHORT SLEEVE	YES
1	SHIRTS	FLYING CROSS	SHORT SLEEVE	YES
1	SHIRTS	FLYING CROSS	SHORT SLEEVE	YES
1	SHIRTS	FLYING CROSS	SHORT SLEEVE	YES

QUANTITY	CATEGORY	BRAND	TYPE	DONATE
1	BOOTS	OAKLEY	PATROL - 11.5	YES
1	BOOTS	MERRELL	PATROL - 9	YES
1	BOOTS	ORIGINAL SWAT	PATROL- 6.5	YES
1	COAT	5.11	COAT	YES
1	COAT	5.11	COAT	YES
1	COAT	BLAUER	COAT	YES
1	COAT	HIDDEN AGENDA	COAT	YES
1	JACKET	CAPITAL	IKE	NO
1	SHIRTS	BLAUER	POLO	NO
1	SHIRTS	BLAUER	POLO	NO
1	SHIRTS	BLAUER	POLO	NO
1	JACKET	5.11	BIKE PATROL	NO
1	SHIRTS	5.11	POLO	NO
1	SHIRTS	5.11	POLO	NO
1	SHIRTS	BLAUER	SHORT SLEEVE	YES
1	CUFF CASE	PATROL TEK		NO
1	CUFF CASE	BIANCHI		NO
1	CUFF CASE	BIANCHI		NO
1	CUFF CASE	BIANCHI		NO
1	CUFF CASE	BIANCHI		NO
1	CUFF CASE	BIANCHI		NO
1	CUFF CASE	BIANCHI		NO
1	CUFF CASE	BIANCHI		NO
1	CUFF CASE	BIANCHI		NO
1	CUFF CASE	BIANCHI		NO
1	CUFF CASE	BIANCHI		NO
1	CUFF CASE	BIANCHI		NO
1	CUFF CASE	UNKNOWN		NO
1	SHIRTS	FLYING CROSS	LONG SLEEVE	YES
1	SHIRTS	FLYING CROSS	LONG SLEEVE	YES
1	PANTS	CORDOVA	RAIN PANTS	NO
1	COAT	NEESE	RAINCOAT	NO
1	COAT	GATOR	RAINCOAT	NO
1	COAT	CORDOVA	RAINCOAT	NO
1	BOOTS	5.11	PATROL - 6.5	NO
1	SHIRTS	BLAUER	LONG SLEEVE	YES
1	SHIRTS	BLAUER	LONG SLEEVE	YES
1	SHIRTS	BLAUER	LONG SLEEVE	YES
1	SHIRTS	BLAUER	LONG SLEEVE	YES
1	SHIRTS	BLAUER	LONG SLEEVE	YES

QUANTITY	CATEGORY	BRAND	TYPE	DONATE
1	SHIRTS	FLYING CROSS	LONG SLEEVE	YES
1	OUTER CARRIER	BLAUER	UNIFORM	YES
1	SHIRTS	BLAUER	SHORT SLEEVE	YES
1	SHIRTS	BLAUER	SHORT SLEEVE	YES
1	SHIRTS	BLAUER	LONG SLEEVE	YES
1	SHIRTS	PROPPER	POLO	NO
1	SHIRTS	PROPPER	POLO	NO
1	VEST	SECOND CHANCE	BULLET PROOF	NO
1	VEST	SECOND CHANCE	BULLET PROOF	NO
1	VEST	SECOND CHANCE	BULLET PROOF	NO
1	VEST	ABA	BULLET PROOF	NO
1	VEST	ABA	BULLET PROOF	NO
1	PANTS	5.11	TRAINING	YES
1	UNDER BELT	TRU-SPEC	PATROL	NO
1	FLASHLIGHT	STREAMLIGHT	PATROL	NO
1	FLASHLIGHT	STREAMLIGHT	PATROL	NO
1	CHARGER	STREAMLIGHT	FLASHLIGHT	NO
1	VEST CARRIER	UNKNOWN	PATROL	NO
1	VEST CARRIER	ABA	PATROL	NO
1	BASE RADIO	MOTOROLA	S/N 276CFX0383	NO
1	BASE RADIO	MOTOROLA	S/N 276CFX0385	NO
1	BASE RADIO	MOTOROLA	S/N 276CFX0382	NO
1	BASE RADIO	MOTOROLA	S/N 276CFX0384	NO
1	BASE RADIO	MOTOROLA	S/N 276CFX0386	NO
1	COMPUTER	HP	S/N MXL641ZYZR	NO
1	MONITOR	ACER	S/N ETL340900443300877PQ10	NO
1	MONITOR	ACER	S/N ETL3409004433006BZPQ10	NO
1	MONITOR	ACER	S/N ETL34090044330075APQ10	NO
1	MONITOR	ACER	S/N ETLHUOD160127036298507	NO
1	COMPUTER	UNKNOWN	S/N CPD2012-PC12	NO
1	MONITOR STAND	DELL		NO
1	MONITOR STAND	DELL		NO
1	MONITOR STAND	ACER		NO
1	MONITOR STAND	ACER		NO
1	MONITOR	DELL	S/N CN-ORNMH6-7445-14M-BTZL	NO
1	HARD DRIVE	UNKNOWN	UNKNOWN	NO
1	HARD DRIVE	UNKNOWN	UNKNOWN	NO
1	HARD DRIVE	UNKNOWN	UNKNOWN	NO

QUANTITY	CATEGORY	BRAND	TYPE	DONATE
1	HARD DRIVE	UNKNOWN	UNKNOWN	NO
1	HARD DRIVE	UNKNOWN	UNKNOWN	NO
1	HARD DRIVE	UNKNOWN	UNKNOWN	NO
1	HARD DRIVE	UNKNOWN	UNKNOWN	NO
1	HARD DRIVE	UNKNOWN	UNKNOWN	NO
1	HARD DRIVE	UNKNOWN	UNKNOWN	NO
1	HARD DRIVE	UNKNOWN	UNKNOWN	NO
1	HARD DRIVE	UNKNOWN	UNKNOWN	NO
1	HARD DRIVE	UNKNOWN	UNKNOWN	NO
1	HARD DRIVE	UNKNOWN	UNKNOWN	NO
1	HARD DRIVE	UNKNOWN	UNKNOWN	NO
1	HARD DRIVE	UNKNOWN	UNKNOWN	NO
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1	HARD DRIVE	UNKNOWN	UNKNOWN	NO
1	HARD DRIVE	UNKNOWN	UNKNOWN	NO
1	HARD DRIVE	UNKNOWN	UNKNOWN	NO
1	HARD DRIVE	UNKNOWN	UNKNOWN	NO
1	HARD DRIVE	UNKNOWN	UNKNOWN	NO
1	HARD DRIVE	UNKNOWN	UNKNOWN	NO
MISCELLANEOUS	WIRES/CORDS	UNKNOWN	UNKNOWN	NO
1	BAG	PREMIER	PATROL	NO
1	BAG	5.11	PATROL	NO
1	BAG	5.11	PATROL	NO

QUANTITY	CATEGORY	BRAND	TYPE	DONATE
1	BAG	GALLS	PATROL	NO
1	BAG	GALLS	PATROL	NO
1	UNDER BELT	BIANCHI	PATROL	NO
1	UNDER BELT	BIANCHI	PATROL	NO
1	UNDER BELT	BIANCHI	PATROL	NO
1	UNDER BELT	UNKNOWN	PATROL	NO
1	DUTY BELT	DURAFLEX	PATROL	NO
1	BAG	PREMIER	PATROL	NO
1	BAG	THINK PAD	PATROL	NO

Handheld Radio Batteries

	Make	Model	Serial Number	Department Number	Estimated Charge Cap	Date of Estimated Cap
1	Motorola	-	500002ACFF80	B95	0%	8/27/2022
2	Motorola	-	500001798A0B	-	36%	8/27/2022
3	Motorola	-	5000017B499D	-	79%	8/27/2022
4	Motorola	-	500001849F30	B41	41%	8/27/2022
5	Motorola	-	50000184963B	B18	43%	8/27/2022
6	Motorola	-	500001976445	B2	44%	8/27/2022
7	Motorola	-	5000017A0DFB	B40	44%	8/27/2022
8	Motorola	-	50000189B8F7	B43	41%	8/27/2022
9	Motorola	-	5000017B2535	B36	43%	8/27/2022
10	Motorola	-	500001898861	B44	50%	8/27/2022
11	Motorola	-	HNN9008A	-	0%	8/27/2022
12	Motorola	-	5000017B43F3	B10	72%	8/27/2022
13	Cameron Sino	CS-MTK446TW	4894128127475	-	0%	8/27/2022
14	Unknown	Unk	Unk.	Unk	Unk	Unk

Handheld Radio Charging Base

1	Motorola	Impres	N/A	C6	N/A	09.08.2022
---	----------	--------	-----	----	-----	------------

Corded Radio Mic

1	Motorola	PMMN4065A	N/A	M9	N/A	N/A
2	Motorola	PMMN4065A	N/A	M25	N/A	N/A
3	Motorola	PMMN4065A	N/A	M4	N/A	N/A
4	Motorola	PMMN4065A	N/A	M24	N/A	N/A
5	Motorola	PMMN4065A	N/A	M42	N/A	N/A
6	Motorola	PMMN4065A	N/A	M11	N/A	N/A
7	Motorola	PMMN4065A	N/A	M17	N/A	N/A
8	Motorola	PMMN4065A	N/A	M20	N/A	N/A
9	Motorola	PMMN4065A	N/A	M41	N/A	N/A



City of
CHICKASHA

Meeting Type: Council Agenda 9-19-2022

Meeting Date: 9/19/2022

Department: Community Development

Agenda Item No. 6.b.

AGENDA ITEM: Public Hearing - to discuss and consider the Request to Vacate Real Property Owned by the City of Chickasha for Applicant Lawson Retail Properties LLC

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: September 19, 2022	(From)		

V. ATTACHMENTS:



City of
CHICKASHA

Meeting Type: Council Agenda 9-19-2022

Meeting Date: 9/19/2022

Department: Community Development

Agenda Item No. 6.c.

AGENDA ITEM: Discussion, consideration and possible action to approve Ordinance No. 2022-23 - closing the alley and easements owned by the City of Chickasha between 510 W. Grand Ave. and 515 W. Utah Ave. Real Property at the request of Applicant Lawson Retail Properties LLC.

I. BACKGROUND/DESCRIPTION:

This is a request to close the alley and all easements owned by the city of Chickasha between 510 W Grand Ave. and 515 W Utah Ave for new development of Roasters Convenience store.

This store provides fuel, healthy eating in a convenience store style establishment.

The planning commission approved this request on 9/13/22

Public Works has advised there are no sewer or water lines in this area. No utilities are located in this area. We have no records of any fiber or telephone lines in this area..

II. RECOMMENDED ACTION:

Staff recommends approving Ordinance 2022-23 as presented.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Rachel Bernish, Community Development Director	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: September 19, 2022	(From)		

V. ATTACHMENTS:

1. 510 W Grand Attachment
2. Ord. 2022 - 23 Vacate alley 510 W Grand



Request to Vacate Real Property Owned by the City of Chickasha

Applicant: Lawson Retail Properties, LLC

Address: 2201 Tecumseh Dr Norman OK 73069

Email Address/Phone: Mike@lawsonholdings.net ; misty@lawsonholdings.net

Location of property: (state lot and block or attach metes and bounds description of entire lot)

510 West Grand and 515 W. UTAH,

State your ownership in this lot:

☒ Fee simple estate ☐ Leased fee

☐ Easement ☐ Renter or leaseholder

☐ Other: (describe) _____

This request is to vacate: (please check one)

☒ Easement: ☒ utility ☐ access ☐ landscape

☐ Paved Street

☐ Unpaved Right-of-Way

☐ Other (describe) _____

Reason for request: Vacate alley, & utilities, included unpaved right of way.

To the best of your knowledge, are any utilities located in the easement, including drainage ditched or pipe? ☒ Yes ☐ No

I hereby make application for vacation of the above cited property owned by the City of Chickasha. All the statements contained in this application are true to the best of my knowledge and belief. I have attached all required documents (as listed on the instruction sheet).

Signature & Date: Mike G. Gaudin

Application fee paid: _____

LEGAL DESCRIPTION:

Tract 1

A tract of land situated in the Southwest Quarter of the Southeast Quarter of the Southeast Quarter (SW/4 SE/4 SE/4) of Section Thirty-three (33), in Township Seven (7) North, Range Seven (7) West of the Indian Meridian, Grady County, Oklahoma, described as:

Beginning at a point 208.71 feet North of the Southwest Corner (SW/C) of SW/4 SE/4 SE/4; thence North 141.29 feet; thence East 208.71 feet; thence South 141.29 feet; thence West 208.71 feet to the point of beginning.

AND

Tract 2

A tract of land Beginning at the Southwest corner of the SW/4 SE/4 SE/4 of Section 33, Township 7 North, Range 7 West of the Indian Meridian, Grady County, State of Oklahoma; Thence East 208.71 feet; Thence North 208.71 feet; Thence West 208.71 feet; Thence South 208.71 feet to the Point of Beginning.

Said Tracts 1 and 2 being combined and further described as follows:

Tracts 1 and 2 Combined

A tract of land being a part of the Southwest Quarter of the Southeast Quarter of the Southeast Quarter (SW/4 SE/4 SE/4) of Section Thirty-three (33), in Township Seven (7) North, Range Seven (7) West of the Indian Meridian, Grady County, Oklahoma, described by metes and bounds as follows:

BEGINNING at the Southwest corner of said SW/4 SE/4 SE/4;

THENCE North 00°00'30" West (North Record) a distance of 350.00 feet;

THENCE North 89°59'30" East (East Record) a distance of 208.71 feet;

THENCE South 00°00'30" East (South Record) a distance of 350.00 feet to a point on the south line of said SW/4 SE/4 SE/4;

THENCE South 89°59'30" West (West Record, along said south line, a distance of 208.71 feet to the POINT OF BEGINNING.

Said described tract of land contains an area of 73,049 square feet or 1.7670 acres, more or less.

BOOK 2847 PAGE 130

EASEMENT

120474

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of value received, the undersigned owner or owners, as the case may be, do hereby grant and dedicate to the public, for public use, a easement over and across the following described property situated in the County of Grady, State of Oklahoma, to-wit:

A tract beginning at a point 40 feet north of the Southwest corner of the Southwest quarter of the Southeast quarter of the Southeast quarter of Section 33 T7N-R7W, thence North 10 feet, thence East 208.71 feet, thence South 10 feet, thence West to point of beginning.

And a tract beginning at a point 248.71 feet North of the Southwest corner of the Southwest quarter of the Southeast quarter of the Southeast quarter of Section 33 T7N-R7W, thence East 208.71 feet, thence South 20 feet, thence West 208.71 feet, thence North to point of beginning.

with ingress and egress to and from the same; with utility/public way easement and grant shall be for the purpose of constructing, maintaining, or operating utility structures, and other Appurtenant appliances; and together with all rights and privileges incident thereto.

TO HAVE AND TO HOLD the said easement and grant unto the public for public use, forever; the consideration hereof being in full payment for the rights and privileges herein granted.

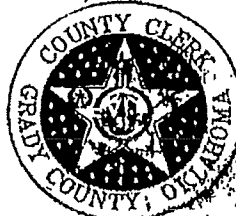
EXECUTED this 29 day of January 1996

Paul Huce
Vicki Huce

STATE OF OKLAHOMA
GRADY COUNTY
THIS INSTRUMENT WAS FILED FOR RECORD
on the 11 day of FEBRUARY, A.D. 1996
at 11:00 o'clock A.M. and duly recorded
in book 2847, on page 130
By Michelle Nichols Deputy
BETTY BAILLARD, County Clerk

ACKNOWLEDGMENT

STATE OF Oklahoma
COUNTY OF Grady



Before me, the undersigned, a Notary Public, in and for said County and State, on the 29th day of January, 1996, personally appeared Paul Huce + Vicki Huce

to me know to be the identical persons who executed the within and foregoing instruments, and acknowledged to me that they executed the same as A free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year above written.



Juanette Gardner
Notary Public
My Commission Expires January 7, 2000



To: Property Owners within 300 feet of 510 W Grand Ave and 515 W Utah Ave.

Legal Description: A tract of land being a part of the Southwest Quarter of the Southeast Quarter of the Southeast Quarter (SW/4 SE/4 SE/4) of Section Thirty-three(33), in Township Seven (7) North, Range Seven (7) West of the Indian Meridian, Grady County, Oklahoma.

Location: 510 W Grand Ave.

From: Community Development

Date: August 15, 2022

Applicant: Lawson Retail Properties LLC

Re: Alley Right of Way Closure between 510 W Grand Ave and 515 W Utah Ave

Public hearings have been scheduled regarding the request to close the right of way.

If you wish to voice your support or protest regarding the above application you should attend the Planning Commission meeting on **September 13, 2022 at 4:00 PM** in the City Council Chambers Rm. 210 at City Hall, 117 North 4th Street, Chickasha, Oklahoma

and the **City Council** meeting on **September 19, 2022 at 6:30 PM (DATE CHANGE)** in the City Council Chambers Room. 210 at City Hall, 117 North 4th Street, Chickasha, Oklahoma. Written comments, if received prior to the meetings, may be entered into the record.

If you have any questions regarding this matter, please contact me at 405-222-6010 or email me at rachel.bernish@chickasha.org

Sincerely

Rachel Bernish
Community Development Director
Emergency Manager
405-222-6010
Rachel.bernish@chickasha.org
117 N 4th Street
Chickasha, OK 73018

Legal Publication
(Published in The
Express-Star August 25th,
2022)

From: Community Develop-
ment

Applicant: Lawson Retail
Properties LLC

Re: A request to close the
Right of Way Between 510
W Grand Ave. and 515 W
Utah Ave.

Location: 510 W Grand
Ave.

Legal: A tract of land being
a part of the Southwest
Quarter of the Southeast
Quarter of the Southeast
Quarter (SW/4 SE/4 SE/4)
of Section Thirty-three(33),
in Township Seven (7)
North, Range Seven (7)
West of the Indian Merid-
ian, Grady County, Okla-
homa.

When: Planning Commis-
sion September 13, 2022 at
4 pm in the City of Chicka-
sha City Council Cham-
bers, City Council Hearing
will be October 3, 2022 at
6:30 PM in the City Council
Chambers.

Please contact community
development with ques-
tions or concerns.
405-222-6010; rachel.ber-
nish@chickasha.org

PROOF OF PUBLICATION

In the District Court of Grady County,
State of Oklahoma

510 W Grand Ave

Affidavit of Publication

State of Oklahoma, County of Grady, ss:
I, the undersigned publisher, editor or Authorized Agent
of the Express Star, do solemnly swear that the
attached advertisement was published in said paper as
follows:

1st Publication August 25, 2022

2nd Publication _____

3rd Publication _____

4th Publication _____

That said newspaper is Weekly, in the city of
Chickasha, Grady County, Oklahoma, a Daily
newspaper qualified to publish legal notices,
advertisements and publications as provided in
Section 106 of Title 25, Oklahoma Statutes 1971, as
amended, and complies with all other requirements of
the laws of Oklahoma with reference to legal
publications.

That said Notice, a true copy of which is attached
hereto, was published in the regular edition of said
newspaper during the period and time of publications
and not in a supplement, on the above noted dates.

Stephani Baker

Subscribed and sworn before me on the 25 day of August
2022. Signature

Tina Anderson

My commission expires
07-10-24

Notary Public
Commission #
20008340

Cost of Publication \$ 20.35

PAY TO:
The Express-Star
P.O. Drawer E
Chickasha, OK 73023



Legal Publication
(Published in The
Express-Star August 25th,
2022)

From: Community Develop-
ment

Applicant: Lawson Retail
Properties LLC

Re: A request to close the
Right of Way Between 510
W Grand Ave. and 515 W
Utah Ave.

Location: 510 W Grand
Ave.

Legal: A tract of land being
a part of the Southwest
Quarter of the Southeast
Quarter of the Southeast
Quarter (SW/4 SE/4 SE/4)
of Section Thirty-three(33),
in Township Seven (7)
North, Range Seven (7)
West of the Indian Merid-
ian, Grady County, Okla-
homa.

When: Planning Commis-
sion September 13, 2022 at
4 pm in the City of Chicka-
sha City Council Cham-
bers, City Council Hearing
will be September 19, 2022
6:30 (DATE CHANGE) in
the City Council Chambers.
Please contact community
development with ques-
tions or concerns.
405-222-6010; rachel.ber-
nish@chickasha.org

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In the District Court of Grady County,
State of Oklahoma

510 W Grand Ave / Date Change

Affidavit of Publication

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and not in a supplement, on the above noted dates.

Stephanie Baker

Signature

Subscribed and sworn before me on the 25 day of August
2022.

Tina Anderson

My commission expires
07-10-24

Notary Public
Commission #
20008340

Cost of Publication \$ 20.35

PAY TO:
The Express-Star
P.O. Drawer E
Chickasha, OK 73023



LaForge Properties, LLC

August 19, 2022

City of Chickasha Community Development Director
117 N. 4th Street
Chickasha, OK 73108

Re: Application for Closure of Easement
Letter of Authorization

Dear Ms. Burnish:

LaForge Properties, LLC ("LaForge") is owner of the property located at 510 W. Grand and 515 W. Utah in Chickasha. Included in that property is a public easement recorded at Book 2847 Page 130 in the Grady County Clerk's office. A copy of the recorded easement is attached hereto for your convenience. As manager of LaForge, I hereby authorize Lawson Retail Properties, LLC, or their representative, to pursue closing of the public easement with the City and vacation of the easement in district court.

If you have any questions, please do not hesitate to contact me.

Sincerely,

 Steve LaForge

890939

SPECIAL CERTIFICATE

STATE OF OKLAHOMA }
 }
COUNTY OF GRADY } SS:

The Undersigned, lawfully bonded abstracters in and for said County and State, hereby certify that the foregoing attached sheets contain a true and complete list of all property owners owning property with in a 300 foot radius of the following described premises, to wit:

A tract of land beginning at the Southwest corner of the Southwest Quarter (SW¼) of the Southeast Quarter (SE¼) of the Southeast Quarter (SE¼) of Section Thirty-three (33), Township Seven (7) North, Range Seven (7) West of the Indian Meridian, Grady County, Oklahoma, thence East 208.71 feet, thence North 208.71, thence West 208.71, thence South 208.71 feet to the point of beginning.

AND

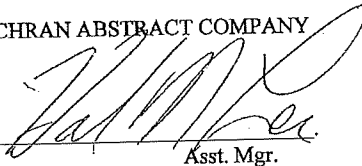
A tract of land situated in the Southwest Quarter of Southeast Quarter of Southeast Quarter (SW¼ SE¼ SE¼) of Section Thirty-three (33) in Township Seven (7) North, of Range Seven (7) West of the Indian Meridian, Grady County, Oklahoma, described as follows:
Beginning at a point 208.71 feet North of the Southwest corner of SW¼ SE¼ SE¼ of Section 33-7N-7W LM., thence North 141.29 feet, thence East 208.71 feet, thence South 141.29 feet, thence West 208.71 feet to the point of beginning.

as such list appears in the records of the County Treasurer of Grady County, Oklahoma.

Dated at Chickasha, Oklahoma, this 20th day of July, A.D. 2022
at 7:59 A.M.

COCHRAN ABSTRACT COMPANY

By


Asst. Mgr.

ORDER #66913

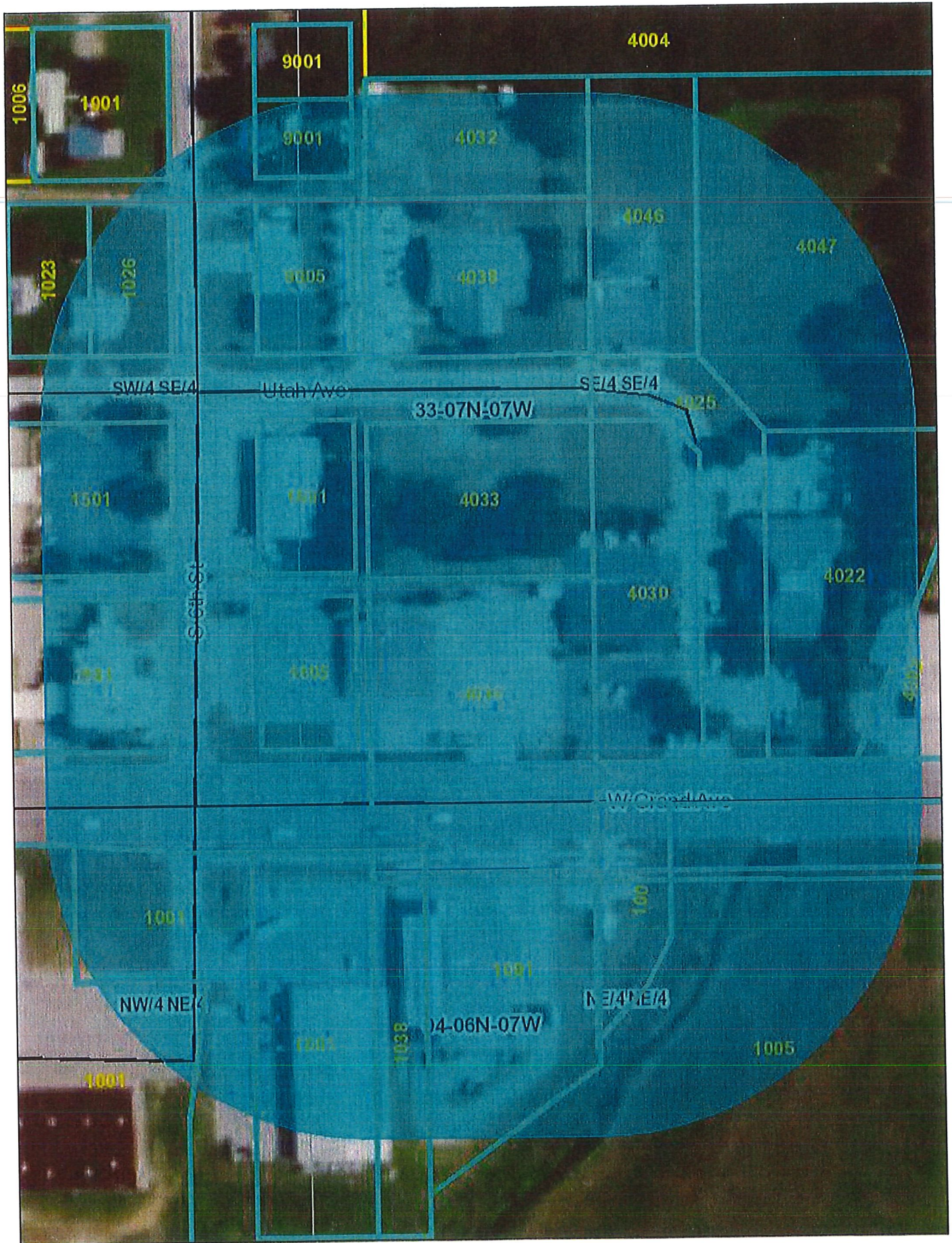
Compiled by

COCHRAN ABSTRACT COMPANY
INCORPORATED

BONDED ABSTRACTERS

Keegan V Doke, Manager

Title



0 0.015 0.03 0.06 mi



This is for assessment purposes only, and is not intended for use in making conveyances or for preparing legal descriptions
Copyrighted by the GRADY COUNTY ASSESSOR
Chickasha, Oklahoma, 2021

0000-33-07N-07W-4-030-00 33-07-07-19950 TR IN SW/4 SE/4 SE/4 BG 40' N
 STILLWATER NATIONAL BANK & 208.71' E OF SW/C SW/4 SE/4 SE/4 TH N 310' E 70' S 45
 DEG 00 MIN E 42.43' S 280' W
 TRUST COMPANY ATTN: FINANCE DEPARTMENT
 P.O. BOX 1988

			School	Acres	Book-Page	Situs
STILLWATER	OK	74076	9001 Chick City	0.7	2874	500 W GRAND AVE

0000-04-06N-07W-1-038-00 COMM. NE/C SECTION 4, TH N 89 51'50" W ALG NORTH
 YYY DG LLC LINE 1319.82' TO NE/C LOT 2 OF SEC. 4, S 00 00'31" W 50'
 15 VERBENA AVENUE SUITE 200 TO S R-O-W OF GRAND AVE FOR POB,

			School	Acres	Book-Page	Situs
FLORAL PARK	NY	11001	9001 Chick City	0.4	5127	

0000-33-07N-07W-4-032-00 33-07-07-20050 BG 550' N OF SW/C SW/4 SE/4
 SOTO, OLIVIA SE/4 TH N 110' E 208.71' S 110' W 208.71' TO BG
 1903 S. 6TH STREET

			School	Acres	Book-Page	Situs
CHICKASHA	OK	73018	9001 Chick City	0.52	4952	1914 S 5TH ST

0000-33-07N-07W-4-033-00 33-07-07-20150 BG 208.71' N OF SW/C SW/4
 LAFORGE PROPERTIES, LLC SE/4 SE/4 TH N 141.29' E 208.71' S 141.29' W 208.71'
 2808 S. 4TH STREET

			School	Acres	Book-Page	Situs
CHICKASHA	OK	73018	9001 Chick City	0.67	5717	515 UTAH AVE

0000-33-07N-07W-4-047-00 33-07N-07W COMM SE/C SW/4 SE/4 SE/4 TH N 340' TO
 MOSLEY REAL ESTATES, INC. POB; TH N 320'; TH W351.29'; TH S 00DEG 03'18"E 250.40';
 P.O. BOX 2100 TH S 45DEG E 84.85'; TH E 291.29' TO POB

			School	Acres	Book-Page	Situs
CHICKASHA	OK	73023	9001 Chick City	2.56	4899	

0000-04-06N-07W-1-006-00 04-06-07-34700 BG 40' S OF NW/C LOT 1 TH S
 CHICKASHA, CITY OF 89 DEG 52 MIN E 1140.49 S 0 DEG 08 MIN. E 10' N 89
 DEG. 52 MIN. W 1140.49' N 0 DEG. 08 MI

			School	Acres	Book-Page	Situs
CHICKASHA	OK	73018	9001 Chick City	0.26		

0000-33-07N-07W-4-002-00 33-07-07-18550 TR BEG 40' N OF SE/C SW/4
 BORDWINE URBAN & RURAL SE/4 SE/4 - N 300' W 90' SW/LY 323.1' E 210' TO BG - LESS
 DEVELOPMENT CORP. TR BG 40' N OF SE/C SW/4 SE/4 SE/
 P.O. BOX 327

			School	Acres	Book-Page	Situs
CHICKASHA	OK	73023	9001 Chick City	0.96	4171	420 W GRAND AVE

C380-00-009-005-0-000-00 33-07-07-03250 ALL LOTS 5-6-7-8 BLK 9
 WARDEN, BRAD & AMY HIGHLAND PARK ADDN
 %AMY'S DOG GROOMING
 1927 S. 6TH ST.

			School	Acres	Book-Page	Situs
CHICKASHA	OK	73018	9001 Chick City	0	3681	1927 S 6TH ST

C380-00-015-001-0-000-00 33-07-07-05300 LOTS 1 THRU 7 & E 15' OF LOT 8
 FIRST NATIONAL BANK & TRUST & ALL LOTS 22 THRU 28 BLK 15
 COMPANY CHICKASHA HIGHLAND PARK ADDN
 P.O. BOX 1130

			School	Acres	Book-Page	Situs
CHICKASHA	OK	73023	9001 Chick City	0	3068	616 GRAND AV

0000-04-06N-07W-1-005-00 04-06-07 COMM NE/C NE/4 TH N 89DEG 51'50"W 625.01'
 CHICKASHA DEVELOPMENT CO., LLC TO POB TH S 00DEG 01'14"E 385.00' TH S 89DEG 51'50"E
 P.O. BOX 722760 200.00'; TH N 00DEG 01'14"W 123.00'; TH S 89

			School	Acres	Book-Page	Situs
NORMAN	OK	73070	9001 Chk CtyBAV32.2		5490	

0000-33-07N-07W-4-046-00 33-07N-07W BEG. AT THE SE/C SE/4 TH
 ARROW PROPERTIES, LLC ALONG S LINE SE/4 ON A BEARING OF N 89 59'31"W
 500 W UTAH AVE 1108.58', N 00 03'18"E 409.99' TO POB. TH N 00

			School	Acres	Book-Page	Situs
CHICKASHA	OK	73018	9001 Chick City	0	3609	

C290-00-001-001-0-006-00 04-06-07 DOLLAR GENERAL ADD'N A TRACT OF LAND IN
 YYY DG LLC LOT 2 COMM AT THE NE/C OF SEC 4; TH N 89 51'50"W
 15 VERBENA AVE 1319.82'; TH S 00 00'31"W 50' TO THE S ROW OF GRAN
 STE 200

			School	Acres	Book-Page	Situs
FLORAL PARK	NY	11001	9001 Chick City	0.93	5127	527 W GRAND AVE

C380-00-010-023-0-000-00 33-07-07-03750 ALL LOTS 23-24-25
 ABEDIAN, ILA BLOCK 10 HIGHLAND PARK ADDN
 616 UTAH AVE

			School	Acres	Book-Page	Situs
CHICKASHA	OK	73018	9001 Chick City	0	5793	616 UTAH AVE

C380-00-016-005-0-000-00 33-07-07-05800 ALL LOTS 5-6-7-8 BLK 16
 FIRST NATIONAL BANK & TRUST CO HIGHLAND PARK ADDN
 P.O. BOX 1130

			School	Acres	Book-Page	Situs
CHICKASHA	OK	73023	9001 Chick City	0	3009	2027 S 6TH ST

0000-33-07N-07W-4-022-00 33-07-07-19500 BEG 40' N & 368.71' E OF SW/C
 DENTON, M. CRAIG & STEPHEN L. SW/4 SE/4 SE/4 TH E 81.29' N 21 DEG 48 MIN E 323.1' W
 201.29' S 300' TO BEG ETAL
 MCRAY - UND. 54.69% & ETAL C/O MOSLEY
 FAMILY P.O. BOX 2100

			School	Acres	Book-Page	Situs
CHICKASHA	OK	73023	9001 Chick City	0.97	3091	428 GRAND AVE

C380-00-009-001-0-000-00 33-07-07-03150 N 1/2 LOTS 1-2-3-4 BLK 9
 BERRY, DANNY C. & TERRY L. HIGHLAND PARK ADDN
 P.O. BOX 671

			School	Acres	Book-Page	Situs
CHICKASHA	OK	73023	9001 Chick City	0	5444	1901 S 6TH ST

C380-00-016-001-0-000-00 33-07-07-05750 ALL LOTS 1-2-3-4 BLK
 JOHNSON, DONNIE C. & TAMMY R. 16 HIGHLAND PARK ADDN
 2001 S 6TH STREET

			School	Acres	Book-Page	Situs
CHICKASHA	OK	73018	9001 Chick City	0	3670	2001 S 6TH ST

C109-00-001-001-0-000-00 04-06N-07W LOT 1 BLOCK 1 WEBB'S CONTRACTING, LLC
 TWICE THE ICE ICE HOUSE #1 PKA COMM NE/C TH N 89DEG 51'50"W 1040.40' TO
 WEB'S CONTRACTING, LLC POB; TH S 00DEG 02'45"E 120.00'; TH S 28DEG
 PO BOX 577

			School	Acres	Book-Page	Situs
LINDSAY	OK	73052	9001 Chk Cty	BAV0.28	5084	0 GRAND AV

C290-00-001-001-0-001-00
 GRANDVIEW LTD.
 ATTN: CARL POJEZNY
 P.O. BOX 20837

04-06-07-09350 ALL LOT 1-LESS N 100' OF W
 140' & TR BG 738.31' E OF NW/C LOT 2 E 581.69' S 843.72'
 W 380' S 470' W 300' N 598.33' W 1

	School	Acres	Book-Page	Situs
OKLAHOMA CITY OK 73156	9001 Chick City	6.24		601 W GRAND AVE

C380-00-010-001-0-000-00
 BARNES, SANDRA CRADDOCK
 607 S WISCONSIN AVE

33-07-07-03300 ALL LOTS 1-2-3-4-5 BLK
 10 HIGHLAND PARK ADDN

	School	Acres	Book-Page	Situs
CHICKASHA OK 73018	9001 Chick City	0	5047	607 S WISCONSIN AVE

C380-00-010-026-0-000-00
 KILGORE, RUBY S &
 MARY JOHNSON
 2012 W IDAHO

33-07-07-03800 ALL LOTS 26-27-28 BLK
 10 HIGHLAND PARK ADDN

	School	Acres	Book-Page	Situs
CHICKASHA OK 73018	9001 Chick City	0	5586	602 UTAH AVE

0000-33-07N-07W-4-025-00
 MOSLEY REAL ESTATES, INC.
 BOX 2100

33-07-07-19650 SW/4 SE/4 SE/4 LESS W 208.71'
 THEREOF & LESS TR BG 40' N OF SE/C SW/4 SE/4 SE/4
 TH N 300' W 90' SW/LY 323.1' TH E 210'

	School	Acres	Book-Page	Situs
CHICKASHA OK 73023	9001 Chick City	0.61		

0000-33-07N-07W-4-036-00
 LAForge PROPERTIES, LLC
 2808 S. 4TH STREET

33-07-07-20250 BG SW/C SW/4 SE/4 SE/4 TH E
 208.71' N 208.71' W 208.71' S 208.71' NEW CHINA
 RESTURANT

	School	Acres	Book-Page	Situs
CHICKASHA OK 73018	9001 Chick City	1	5764	510 W GRAND AVE

0000-33-07N-07W-4-038-00
 SIGHTS, WOLTERS, L.L.C.
 PO BOX 456

33-07-07-20350 TR BG 410' N OF SW/C SW/4
 SE/4 SE/4 TH N 140' E 208.71' S 140' W 208.71' TO BG

	School	Acres	Book-Page	Situs
CLINTON OK 73601	9001 Chick City	0.68	4346	

C713-00-001-001-0-000-00
SHINETIME CARWASH, LLC
504 N. FIRST

4-6-7 LOT 1 BLOCK 1 TUNNEL CAR WASH PKA A
TRACT OF LAND IN LOT 1-COMM AT THE NE/C OF SEC 4
TH N 89 51'50"W ALNG THE N LINE OF SEC 4 1110.40'

			School	Acres	Book-Page	Situs
ANADARKO	OK	73005	9001 Chk CtyTIF	1.1	5095	523 W GRAND AV

C290-00-001-001-0-003-00
CHICKASHA DEVELOPMENT CO. LLC
P.O. BOX 722760

04-06N-07W PART OF COMM NE/C NE/4 TH
N 89DEG 51'50"W 625.01' TO POB TH S 00DEG 01'14"E
385.00' TH S 89DEG 51'50"E 200.00'; TH

			School	Acres	Book-Page	Situs
NORMAN	OK	73070	9001 Chk CtyBAV	7.9	5490	

C380-00-009-001-0-001-00
INOSTROZA, JOSE LORENZO &
OLIVIA SOTO AVILA
1903 S. 6TH STREET

33-07-07-03200 S 1/2 LOTS 1-2-3-4 BLK 9
HIGHLAND PARK ADDN

			School	Acres	Book-Page	Situs
CHICKASHA	OK	73018	9001 Chick City	0	4729	1903 S 6TH ST



Request to Vacate Real Property Owned by the City of Chickasha

Applicant: Lawson Retail Properties, LLC

Address: 2201 Tecumseh Dr Norman OK 73069

Email Address/Phone: Mike@lawsonholdings.net; misty@lawsonholdings.net

Location of property: (state lot and block or attach metes and bounds description of entire lot)

510 West Grand and 515 W. UTAH

State your ownership in this lot:

☒ Fee simple estate ☐ Leased fee

☐ Easement ☐ Renter or leaseholder

☐ Other: (describe) _____

This request is to vacate: (please check one)

☒ Easement: ☒ utility ☐ access ☐ landscape

☐ Paved Street

☐ Unpaved Right-of-Way

☐ Other (describe) _____

Reason for request: Vacate alley, utilities, included unpaved right of way.

To the best of your knowledge, are any utilities located in the easement, including drainage ditched or pipe? ☒ Yes ☐ No

I hereby make application for vacation of the above cited property owned by the City of Chickasha. All the statements contained in this application are true to the best of my knowledge and belief. I have attached all required documents (as listed on the instruction sheet).

Signature & Date: Mike Brown

Application fee paid: _____



To: Property Owners within 300 feet of 510 W Grand Ave and 515 W Utah Ave.

Legal Description: A tract of land being a part of the Southwest Quarter of the Southeast Quarter of the Southeast Quarter (SW/4 SE/4 SE/4) of Section Thirty-three(33), in Township Seven (7) North, Range Seven (7) West of the Indian Meridian, Grady County, Oklahoma.

Location: 510 W Grand Ave.

From: Community Development

Date: August 15, 2022

Applicant: Lawson Retail Properties LLC

Re: Alley Right of Way Closure between 510 W Grand Ave and 515 W Utah Ave

Public hearings have been scheduled regarding the request to close the right of way.

If you wish to voice your support or protest regarding the above application you should attend the Planning Commission meeting on **September 13, 2022 at 4:00 PM** in the City Council Chambers Rm. 210 at City Hall, 117 North 4th Street, Chickasha, Oklahoma

and the **City Council** meeting on **October 3, 2022 at 6:30 PM** in the City Council Chambers Room. 210 at City Hall, 117 North 4th Street, Chickasha, Oklahoma. Written comments, if received prior to the meetings, may be entered into the record.

If you have any questions regarding this matter, please contact me at 405-222-6010 or email me at rachel.bernish@chickasha.org

Sincerely

Rachel Bernish
Community Development Director
Emergency Manager
405-222-6010
Rachel.bernish@chickasha.org
117 N 4th Street
Chickasha, OK 73018



To: Property Owners within 300 feet of 510 W Grand Ave and 515 W Utah Ave.

Legal Description: A tract of land being a part of the Southwest Quarter of the Southeast Quarter of the Southeast Quarter (SW/4 SE/4 SE/4) of Section Thirty-three(33), in Township Seven (7) North, Range Seven (7) West of the Indian Meridian, Grady County, Oklahoma.

Location: 510 W Grand Ave.

From: Community Development

Date: August 15, 2022

Applicant: Lawson Retail Properties LLC

Re: Alley Right of Way Closure between 510 W Grand Ave and 515 W Utah Ave

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and the **City Council** meeting on **October 3, 2022 at 6:30 PM** in the City Council Chambers Room. 210 at City Hall, 117 North 4th Street, Chickasha, Oklahoma. Written comments, if received prior to the meetings, may be entered into the record.

If you have any questions regarding this matter, please contact me at 405-222-6010 or email me at rachel.bernish@chickasha.org

Sincerely

Rachel Bernish
Community Development Director
Emergency Manager
405-222-6010
Rachel.bernish@chickasha.org
117 N 4th Street
Chickasha, OK 73018

ORDINANCE NO. 2022-23

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF CHICKASHA, GRADY COUNTY, STATE OF OKLAHOMA, CLOSING THE ALLEY, PUBLIC RIGHT OF WAY OWNED BY THE CITY OF CHICKASHA AND ALL EASEMENTS FOR SAID ALLEY BETWEEN 510 W GRAND AVENUE AND 515 W UTAH AVENUE.

WHEREAS, a request to close the alley and easements between 510 W Grand Avenue and 515 W Utah Avenue. and the Planning Commission held a public hearing and voted unanimously to forward a recommendation for approval to the City Council;

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF CHICKASHA, STATE OF OKLAHOMA:

SECTION 1. The Mayor and Council of the City of Chickasha, Oklahoma deem that it is necessary and expedient to close the public way and easements between 510 W Grand Ave and 515 W Utah Avenue creating a new legal parcel of land known as a tract of land being a part of the Southwest Quarter of the Southeast Quarter of the Southeast Quarter (SW/4 SE/4 SE/4) of Section Thirty-three (33), in Township Seven (7) North, Range Seven (7) West of the Indian Meridian, Grady County, Oklahoma, and by this Ordinance hereby close said public way more particularly described as:

A tract of land being a part of the Southwest Quarter of the Southeast Quarter of the Southeast Quarter (SW/4 SE/4 SE/4) of Section Thirty-three (33), in Township Seven (7) North, Range Seven (7) West of the Indian Meridian, Grady County, Oklahoma, described by metes and bounds as follows:

**BEGINNING at the Southwest Corner of said SW/4 SE/4 SE/4;
THENCE North 00°00'30" West (North Record) a distance of 350.00 feet;
THENCE North 89°59'30" East (East Record) a distance of 208.71 feet;
THENCE South 00°00'30" East (South Record) a distance of 350.00 feet to a point on the south line of said SW/4 SE/4 SE/4;
THENCE South 89°59'30" West (West Record, along said south line, a distance of 208.71 feet to the POINT OF BEGINNING.
Said described tract of land contains an area of 73,049 square feet or 1.7670 acers, more or less.**

SECTION 2. **Right to reopen.** The city retains the right to reopen the public way or easement whenever the city deems it necessary and that closing of the public way or easement shall not affect the right to maintain, repair, reconstruct, operate or remove utility, public service corporation, or transmission company facilities of service therein, nor shall a closing affect private ways existing by operation of law unless released in writing executed by the owners thereof.

SECTION 3. **Severability.** If any section, subsection, sentence, clause, phase, or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the remaining portions of this ordinance.

SECTION 4. **Effective Date.** This Ordinance shall be in full force and effect 30 days from and after its passage, approval, and publication.

Adopted and approved this 19th day of September, 2022

Chris Mosley, Mayor

ATTESTED:

Susan M. McDaniel, CMC - City Clerk

(SEAL)



City of
CHICKASHA

Meeting Type: Council Agenda 9-19-2022

Meeting Date: 9/19/2022

Department: Community Development

Agenda Item No. 6.d.

AGENDA ITEM: Public Hearing - to discuss and consider changes to the Historic Downtown Urban Center Ordinance (Section 54-46) removing (3)(j) prohibited tattoo parlors.

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: September 19, 2022	(From)		

V. ATTACHMENTS:



City of
CHICKASHA

Meeting Type: Council Agenda 9-19-2022

Meeting Date: 9/19/2022

Department: Community Development

Agenda Item No. 6.e.

AGENDA ITEM: Discussion, consideration and possible action to approve Ordinance 2022-24 - Amending Chapter 54-46, Historic Downtown Urban Center removing prohibited tattoo parlors.

I. BACKGROUND/DESCRIPTION:

An individual by the name of Garette Hall petitioned the council to request that tattoo parlors be allowed in the historical downtown area.

The planning commission approved this request and recommended for approval by City Council on 9/13/22

If we remove 54-46 (3)(j) then tattoo parlors would only be allowed in a use on review, in all C-2 Commercial zoning.

II. RECOMMENDED ACTION:

Staff Recommends to approve Ordinance 2022-24 - Amending Chapter 54-46, Historic Downtown Urban Center.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Rachel Bernish, Community Development Director	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: September 19, 2022	(From)		

V. ATTACHMENTS:

1. 20220912171814541
2. Ord 2022 - 24 54-46 (Historic Updates) final

Legal Publication
(Published in The
Express-Star August 25th,
2022)

From: Community Develop-
ment

Re: Updates to the Tattoo
Parlor Ordinance require-
ments for the Historical
Downtown Urban Center

When: Planning Commis-
sion September 13, 2022 at
4 pm in the City of Chicka-
sha City Council Cham-
bers, City Council Hearing
will be September 19, 2022
at 6:30 PM in the City
Council Chambers.

Please contact community
development with ques-
tions or concerns.
405-222-6010; rachel.ber-
nish@chickasha.org

PROOF OF PUBLICATION

In the District Court of Grady County,
State of Oklahoma

Tattoo Parlor

Affidavit of Publication

State of Oklahoma, County of Grady, ss:
I, the undersigned publisher, editor or Authorized Agent
of the Express Star, do solemnly swear that the
attached advertisement was published in said paper as
follows:

1st Publication August 25, 2022

2nd Publication _____

3rd Publication _____

4th Publication _____

That said newspaper is Weekly, in the city of
Chickasha, Grady County, Oklahoma, a Daily
newspaper qualified to publish legal notices,
advertisements and publications as provided in
Section 106 of Title 25, Oklahoma Statutes 1971, as
amended, and complies with all other requirements of
the laws of Oklahoma with reference to legal
publications.

That said Notice, a true copy of which is attached
hereto, was published in the regular edition of said
newspaper during the period and time of publications
and not in a supplement, on the above noted dates.

Stephani Baker

Subscribed and sworn before me on the 25 day of August
2022. Signature

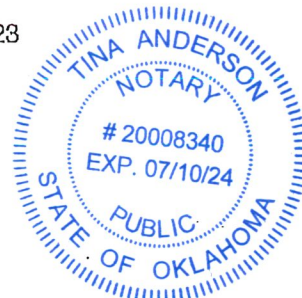
Tina Anderson

My commission expires
07-10-24

Notary Public
Commission #
20008340

Cost of Publication \$ 11.80

PAY TO:
The Express-Star
P.O. Drawer E
Chickasha, OK 73023



ORDINANCE NO. 2022-24

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF CHICKASHA, GRADY COUNTY, STATE OF OKLAHOMA, AMENDING CHICKASHA CODE OF ORDINANCES, CHAPTER 54-46 HISTORIC DOWNTOWN URBAN CENTER REMOVED PROHIBITED TATTOO PARLORS.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF CHICKASHA, STATE OF OKLAHOMA:

SECTION I. Chickasha City Code of Ordinances; Chapter 54 Section 46, is hereby amended and shall henceforth read as follows:

Sec. 54-46. Historic Downtown Urban Center.

- (a) *General description.* The Historic Downtown Urban Center is an overlay district encompassing the core of the historic downtown district of the city, which serves as a shopping and employment area for the city and the surrounding area. This district is intended to provide for general business uses such as retailing of all kinds, professional offices, financial institutions, restaurants, and residential facilities. Land uses deemed as incompatible to the desired commercial mix are prohibited uses. The underlying zoning provisions shall prevail, unless the provisions contained in this article are more restrictive, in which case, the overlay district regulations shall prevail.
- (b) *District boundaries.* The historic downtown urban center is bordered on the east by the railroad, on the south by the alley between Kansas Avenue and Colorado Avenue, on the west by 7th Street, and on the north by the alley between Choctaw Avenue and Pennsylvania Avenue, also described as follows: Beginning at the intersection of 7th Street and the alley between Kansas Avenue and Colorado Avenue, thence north to the intersection of 7th Street and the alley north of W. Choctaw Avenue, thence east to the Union Pacific Railroad (formerly Oklahoma, Kansas and Texas Railway and the Chicago, Rock Island and Pacific Railroad), thence southeasterly along the railroad right-of-way to the intersection of the railroad and the alley south between Kansas Avenue and Colorado Avenue, thence west along said alley to the point of beginning.
- (c) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Architectural resources means districts, structures, buildings, monuments, and sites that possess historic interest or artistic merit, or which are particularly representative of their class or periods or represent achievements in cultures, architecture, engineering technology or design.

Façade means the face or exterior of a building, especially an exterior facing the street and having decorative architectural details, and related structures.

Historic district means a geographically definable area as designated by ordinance of the city council which may contain one or more significant landmarks and which may have within its boundaries other property or structures while of such historic and/or architectural significance to be designated as landmarks, nevertheless, contribute to the overall visual characteristics of the district.

Landmark means an individual structure, building, site or monument, which contributes to the historic architectural or archaeological heritage of the city and is worthy of rehabilitation, restoration and/or preservation.

Preservation means the adapted use, conservation, protection, reconstruction, restoration, or rehabilitation or stabilization of sites, buildings, districts, structures, monuments or other resources significant to the heritage of the people of the city.

- (1) *Adaptive use* means the alteration of a historic or architectural resource to accommodate uses for which the resources were not originally constructed in such a way in which to maintain the general historic character.
 - (2) *Conservation* means the sustained use and appearance of a resource essentially in its existing or restored state.
 - (3) *Protection* means maintaining the security and integrity, as it exists, or establishment of the mechanism of this article.
 - (4) *Reconstruction* means the process of replication, or reproducing by new construction all or part of the form and detail of resources as it appeared at a specific period of time.
 - (5) *Rehabilitation* means the process of returning the historic or architectural resources to the state of efficiency or soundness by repair or alteration designed to encourage its continued use but without noticeably changing the exterior appearance of the resource.
 - (6) *Restoration* means the process of accurately replicating or recovering all or part of the form and detail of the resource as its setting at a particular period of time by means of removal of later work and the replacement or duplication of missing earlier work.
 - (7) *Stabilization* means the process of applying measures designed to halt deterioration and to establish the structural stability of an unsafe or deteriorated resource while maintaining the essential form, as it presently exists without noticeably changing the exterior appearance of the resource.
 - (8) *Structure* means anything constructed or erected, the use of which requires permanent location on the ground or which is attached to something having a permanent location on the ground; this includes but is not limited to buildings, fences, walls, driveways, sidewalks, parking areas and signs.
 - (9) *Ordinary maintenance and repairs* means any work for which a building permit or any other city permit or certificate is not required and where the purpose is stabilization, and further where such work will not noticeably change the exterior appearance of the resource.
- (d) *Purpose and intent.* The creation of the historic downtown urban center is intended to promote the historical, architectural, cultural, economic and aesthetic features of the central business district. Therefore, it is hereby declared that the purposes of this district shall be as follows:
- (1) To preserve, protect, enhance, and perpetuate those structures which reflect the outstanding elements of the city's cultural, artistic, social, economic, political, architectural, and historic heritage as identified by the city council.
 - (2) To stabilize and improve the aesthetic and economic vitality and values of such structures.
 - (3) To sustain the character and integrity of the central business district by focusing special attention on the maintenance of the physical environment.
 - (4) To prevent economic obsolescence and to promote reinvestment by fostering stable property values.
 - (5) To foster the harmonious and orderly growth, development and redevelopment of the central business district and to provide jobs and promote tourism for the city.
- (e) *Permitted and prohibited uses and structures.*
- (1) *Permitted use:* Property and buildings located in the historic downtown urban center shall be used only for the following uses:
 - a. Any uses permitted by right in the C-1 or C-2 commercial districts except those listed under prohibited uses in this section.
 - (2) *Uses permitted on review.* Any establishment that offers, or intends to offer, for sale or consumption any type of alcoholic or nonintoxicating beverage.

- a. Any restaurant, which has the primary purpose of serving food to the public, and which offers as a part of its menu for consumption on the premises any nonintoxicating beverage as defined by the statutes of the state.
 - b. Tavern or bottle club.
 - c. Liquor store.
 - d. Residential.
- (3) *Prohibited uses.*
- a. Adult entertainment establishments.
 - b. Alcohol and drug treatment centers, residential.
 - c. Bingo parlors.
 - d. Blood banks.
 - e. Detention centers, forced.
 - f. Mental health facilities, transitional.
 - g. Mobile home sales and service.
 - h. Pari-mutuel betting, either as a primary use or an accessory use.
 - i. Shelters, emergency, for victims of domestic violence, or for dependent and neglected children.
 - j. Storage warehouse.
- (4) *Prohibited structures.* Metal buildings, either premanufactured or site-build, unless the exterior of such building is constructed of a masonry or similar material that is compatible with the character and integrity of the architectural style prevalent in the overlay district. This determination shall be made by the code administrator.
- (f) *Incentive grant program.* The city council is authorized to establish an incentive grant program to promote economic development of the city through the preservation of facades of structures in the historic downtown urban center. The incentive grant program shall provide for grants to partially cover the cost of preserving the facades of structures in the historic downtown urban center determined by the city council to have significant historic and/or architectural significance for the city and to be appropriate for the purposes of this article.

SECTION 2. **Severability.** If any section, subsection, sentence, clause, phase, or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the remaining portions of this ordinance.

SECTION 3. **Effective Date.** This Ordinance shall be in full force and effect 30 days from and after its passage, approval, and publication.

Adopted and approved this 19th day of September 2022.

Chris Mosley, Mayor

ATTESTED:

Susan M. McDaniel, CMC – City Clerk



City of
CHICKASHA

Meeting Type: Council Agenda 9-19-2022

Meeting Date: 9/19/2022

Department: City Clerk

Agenda Item No. 6.f.

AGENDA ITEM: Discussion, consideration, and possible action to authorize staff to renew coverage for General Liability, Property and Auto Insurance Coverage with Oklahoma Municipal Insurance Group (OMAG).

I. BACKGROUND/DESCRIPTION:

Staff is requesting authorization to renew the policies for General Liability, Property and Auto coverage for the upcoming plan year which begins November 1, 2022 with our current carrier, Oklahoma Municipal Insurance Group (OMAG).

The renewal premium for General Liability and Auto Coverage is \$103,355.00. The renewal premium for Property Coverage is \$118,864.00.

The actual premium paid during the year will vary depending on vehicles, equipment, facility improvements and property added or removed from coverage.

II. RECOMMENDED ACTION:

Authorize Staff to renew the current policies with OMAG for General Liability, Property and Auto Coverage.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: September 19, 2022	(From)		

V. ATTACHMENTS:

1. OMAG Renewal Statements- 2022-2023



3650 S. Boulevard • Edmond, OK 73013 • omag.org
405.657.1400 • 800.234.9461 • FAX 405.657.1401

September 12, 2022

Susan McDaniel
City of Chickasha
117 N. 4th Street
Chickasha, Oklahoma 73018-2601

RE: City of Chickasha, Policy Number PRO140014307

Your OMAG Municipal Property Protection Plan (MPPP) renewal has been processed. Your invoice is enclosed. All of your policy documents may be accessed through the new OMAG Portal. If you already have an OMAG Portal account, or if you have never registered for a portal account and would like to, visit <http://www.omag.org/origami> to get started. The process is quick and easy, and the portal gives you great access to many useful tools.

The total premium for your MPPP renewal is \$118,864.00. You may pay your premium in full, semi-annual or quarterly installments. The initial payment is due by the effective date of your MPPP policy. If you choose to make a 50% or a 25% initial payment, we will send you notices on a semi-annual or quarterly basis, respectively.

OMAG is created, owned and governed by the cities and towns we serve. We appreciate your support and participation in OMAG's MPPP. Questions regarding your renewal should be directed to me or to Dorie Spitler, Member Services Director, at 800-234-9461 or 405-657-1400.

Sincerely,

A handwritten signature in black ink that reads "Chris Webb". The signature is written in a cursive, flowing style.

Chris Webb
Underwriting Director



3650 S. Boulevard • Edmond, OK 73013 • omag.org
405.657.1400 • 800.234.9461 • FAX 405.657.1401

Date of Invoice: 9/12/2022

INVOICE

Mail To: City of Chickasha 117 N. 4th Street Chickasha, Oklahoma 73018-2601	Insured: City of Chickasha Policy No.: PRO140014307 Policy Type: Property Effective Date: 11/1/2022 Expiration Date: 11/1/2023
---	---

Inst. No.	Date	Transaction Type	Amount	Running Total
1	11/1/2022	Renewal	\$29,716.00	\$29,716.00
			Current Amount Due	\$29,716.00
Total Policy Balance Before Payment: \$118,864.00			Payment Due By	11/1/2022

**Thank you for your business. If you have questions about your account,
please call 1-800-234-9461 or 405-657-1400.**

If not paid within 45 days of due date, policy will be cancelled.

If you are interested in being able to make this payment via ACH, please contact Matt Jacobson at (405) 657-1429.

Detach along the perforation above. Keep top portion for your records. Return bottom portion with your remittance.

Policy No.: PRO140014307 Insured: City of Chickasha	Amount Due: \$29,716.00 Payment Due By: 11/1/2022
--	--

PLEASE REMIT PAYMENT TO:

OMAG
P.O. Box 3091
Edmond, OK 73083



3650 S. Boulevard • Edmond, OK 73013 • omag.org
405.657.1400 • 800.234.9461 • FAX 405.657.1401

September 12, 2022

Susan McDaniel
City of Chickasha
117 N. 4th Street
Chickasha, Oklahoma 73018-2601

RE: City of Chickasha - Policy GLA140025107

Your OMAG Municipal Liability Protection Plan (MLPP) renewal has been processed. Your invoice is enclosed. All of your policy documents may be accessed through the new OMAG Portal. If you already have an OMAG Portal account, or if you have never registered for a portal account and would like to, visit <http://www.omag.org/origami> to get started. The process is quick and easy, and the portal gives you great access to many useful tools.

The total premium for your MLPP renewal is \$103,355.00. You may pay your premium in full, semi-annual or quarterly installments. The initial payment is due by the effective date of the MLPP policy. If you choose to make a 50% or a 25% initial payment, we will send you notices on a semi-annual or quarterly basis, respectively.

OMAG is created, owned and governed by the cities and towns we serve. We appreciate your support and participation in OMAG's MLPP. Questions regarding your renewal should be directed to me or to Dorie Spitler, Member Services Director, at 800-234-9461 or 405-657-1400.

Sincerely,

A handwritten signature in black ink that reads "Chris Webb". The signature is written in a cursive, flowing style.

Chris Webb
Underwriting Director



3650 S. Boulevard • Edmond, OK 73013 • omag.org
405.657.1400 • 800.234.9461 • FAX 405.657.1401

Date of Invoice: 9/12/2022

INVOICE

Mail To: City of Chickasha 117 N. 4th Street Chickasha, Oklahoma 73018-2601	Insured: City of Chickasha Policy No.: GLA140025107 Policy Type: General Liability/Auto Effective Date: 11/1/2022 Expiration Date: 11/1/2023
---	---

Inst. No.	Date	Transaction Type	Amount	Running Total
1	11/1/2022	Renewal	\$25,838.75	\$25,838.75
			Current Amount Due	\$25,838.75
Total Policy Balance Before Payment: \$103,355.00			Payment Due By	11/1/2022

**Thank you for your business. If you have questions about your account,
please call 1-800-234-9461 or 405-657-1400.**

If not paid within 45 days of due date, policy will be cancelled.

If you are interested in being able to make this payment via ACH, please contact Matt Jacobson at (405) 657-1429.

Detach along the perforation above. Keep top portion for your records. Return bottom portion with your remittance.

Policy No.: GLA140025107 Insured: City of Chickasha	Amount Due: \$25,838.75 Payment Due By: 11/1/2022
--	--

PLEASE REMIT PAYMENT TO:

OMAG
P.O. Box 3091
Edmond, OK 73083



City of
CHICKASHA

Meeting Type: Council Agenda 9-19-2022

Meeting Date: 9/19/2022

Department: Parks and Rec

Agenda Item No. 6.g.

AGENDA ITEM: Discussion, consideration, and possible action to approve the first Application and Certification for payment in the amount of \$28,897.10 to ETI on the Shannon Springs Park Electrical Expansion project.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Staff recommends approval of the first Application and Certification for payment in the amount of \$28,897.10 to ETI on the Shannon Springs Park Electrical Expansion project.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Spencer Winzenried, Parks & Recreational Director	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: September 19, 2022	(From)		

V. ATTACHMENTS:

1. Shannon Springs Park Electrical - PA1 recommended

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE 1 OF 1

PAGES

TO OWNER:

City of Chickasha
117 N. 4th Street
Chickasha, OK 73018

FROM CONTRACTOR:

Electrical Technologies, Inc
PO Box 308
Chickasha, OK 73023-0308

CONTRACT FOR: Electrical

PROJECT:

Shannon Springs
Park Electrical
Expansion

VIA ARCHITECT:

APPLICATION NO:

1

PERIOD FROM:

7/5/2022

PERIOD TO:

8/31/2022

PROJECT NOS:

CONTRACT DATE:

7/5/2022

Distribution to:

X	OWNER
	ARCHITECT
	CONTRACTOR

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.

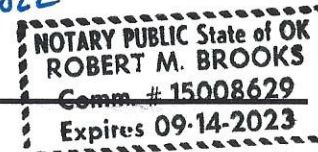
Continuation Sheet, AIA Document G703, is attached.

1.	ORIGINAL CONTRACT SUM	\$	102,259.00
2.	Net change by Change Orders	\$	0.00
3.	CONTRACT SUM TO DATE (Line 1 + 2)	\$	102,259.00
4.	TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	30,418.00
5.	RETAINAGE:		
	a. <u>5</u> % of Completed Work	\$	175.00
	(Column D + E on G703)		
	b. <u>5</u> % of Stored Material	\$	1,345.90
	(Column F on G703)		
	Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	1,520.90
6.	TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	28,897.10
7.	LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	0.00
8.	CURRENT PAYMENT DUE	\$	28,897.10
9.	BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	73,361.90

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS	0.00	0.00
NET CHANGES by Change Order	0.00	

The undersigned Subcontractor certifies that to the best of the Subcontractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Subcontractor for Work for which previous Certificates for Payment were issued and payments received from the Contractor/Owner, and that current payment shown herein is now due

CONTRACTOR:

By: Joe HestermanDate: 9/7/2022State of: OklahomaCounty of: GRADYSubscribed and sworn to before me this 7thday of SEPTEMBER 2022Notary Public: Robert M. BrooksMy Commission expires: 9-14-2023

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Supervisory Official certifies to the Owner that to the best of the Supervisory Official's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Subcontractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED.....\$ 28,897.10

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

SUPERVISORY OFFICIAL:

By: R Scott VaughnDate: 9/13/2022

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 1 OF 1 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

APPLICATION NO: 1

APPLICATION DATE: 8/31/2022

PERIOD TO: 8/31/2022

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G / C)	I BALANCE TO FINISH (C - G)	J RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	Master Control Panel, Installed	18,000.00	-	-	7,970.00	7,970.00	44%	10,030.00	398.50
2	Distribution Panels, Installed	16,200.00	-	-	6,523.00	6,523.00	40%	9,677.00	326.15
3	Incidentals, Installed	68,059.00	-	3,500.00	12,425.00	15,925.00	23%	52,134.00	796.25
GRAND TOTALS		102,259.00	-	3,500.00	26,918.00	30,418.00	30%	71,841.00	1,520.90

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

CLAIM AND INVOICE AFFIDAVIT

State of Oklahoma)
County of Grady) SS.

The undersigned (Architect, Contractor, Supplier, Engineer, or Supervisory Official), of lawful age, being first duly sworn on oath says that this (Invoice, Claim, or Contract) is true and correct. Affiant further states that the (Work, Services, or Materials), as shown by this invoice or claim have been (Completed or Supplied) in accordance with the Plans, Specifications, Order, or requests furnished to the affiant. Affiant further states that (s)he has made no Payment, Given, or Donated or Agreed to Pay, Give, or Donate, either directly or indirectly, to any Elected Official, Officer, or Employee of the Owner, any money or any other thing of value to obtain payment or the award of this contract.

Shannon Springs Park Electrical Expansion

(Project Name)

Electrical Technologies, Inc.

(Contractor's Company Name)

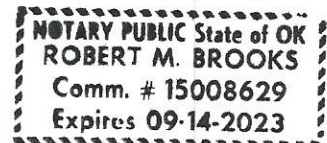
[Signature]

(Contractor's Signature)

Subscribed and sworn before me this 7th day of SEPTEMBER, 2022

[Signature] (Notary Public)

9-14-2023 (My Commission Expires)



NOTE TO THE CONTRACTOR OR SUPPLIER. COMPLETE ONLY THE TOP PORTION OF THIS FORM. PLEASE LEAVE THE BOTTOM PORTION BLANK, THAT PORTION IS FOR APPROVAL BY THE ARCHITECT OR CONSTRUCTION MANAGER.

(Construction Manager)

Subscribed and sworn before me this _____ Day of _____, 20____

(Notary Public)

(My Commission Expires)

Electrical Technologies, Inc.
Job Cost History
Detail by Cost Category

Job: 22106 Shannon Springs Park
Electrical Expansion Project

Date	Reference	Vendor	Amount
0 No cost categories			
Material			
7/13/2022	NRM/041069	City Electric Supply	2,730.00
8/30/2022	S2449450.001	Hunzicker Brothers, Inc	10,368.58
8/30/2022	S2450814.002	Hunzicker Brothers, Inc	167.82
8/30/2022	S2451250.001	Hunzicker Brothers, Inc	114.10
8/5/2022	NRM/041915	City Electric Supply	7,447.77
8/22/2022	NRM/042410	City Electric Supply	1,800.00
9/7/2022	S2453404.001	Hunzicker Brothers, Inc	7.66
	Total		22,635.93



C.E.S. (TX Div Accounts Office)
P.O. Box 131811
Dallas, TX 75313

INVOICE

Invoice Number:	NRM/041069
Tax Point Date:	07/13/22
Your Order Number:	SHANNON SPRINGS
Account #:	06300033006

C.E.S. (Norman)
1900 Industrial Blvd
Suite 100
Norman, OK 73069

Phone: 405-701-9890
Fax: 405-701-8545
Email: Norman0630@cityelectricsupply.com
Delivery Info:

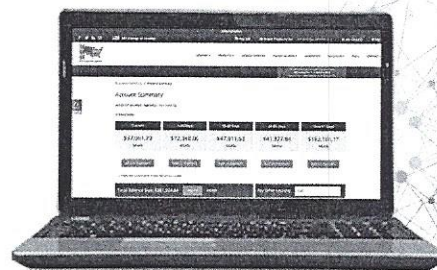
ELECTRICAL-SHANNON SPRINGS PRK
PO BOX 308
CHICKASHA, OK 73023

ELECTRICAL-SHANNON SPRINGS PRK
SHANNON SPRINGS PARK ELECT EXP
2400 S 9TH ST
CHICKASHA, OK
73018

QTY	Item	Description	\$ Price	Per Disc	\$ Goods
280	GFCI20ST-WH	SLF TST GFCI 20A 125V WHITE	9.75	E	2730.00

Because History is Important

Review Your Transaction History at
www.CityElectricSupply.com



Payment to: C.E.S. (TX Div Accounts Office) P.O. Box 131811 Dallas, TX 75313



TO PAY ONLINE VISIT www.cityelectricsupply.com

Goods Total:	\$	2730.00
Tax Rate:		0.00%
Tax Total:	\$	0.00
Total:	\$	2730.00

THE RISK IN THE GOODS SHALL PASS TO THE BUYER ON DELIVERY, BUT THE GOODS REMAIN THE PROPERTY OF THE SELLER UNTIL PAID FOR. GOODS ARE SOLD ACCORDING TO VENDORS AND OUR OWN CONDITIONS OF SALE, COPIES OF WHICH ARE AVAILABLE UPON REQUEST E & OE

Branch ID#: 630 Group ID#: 9076



Invoice

INVOICE DATE	INVOICE NUMBER
08/30/2022	S2449450.001
REMIT TO: HUNZICKER BROTHERS INC PO BOX 25248 OKLAHOMA CITY, OK 73125-0248	
PAGE NO. 1 of 4	

BILL TO:

ETI-ELEC TECH
PO BOX 308
CHICKASHA, OK 73023-308

SHIP TO:

ELECTRICAL TECHNOLOGIES INC
2400 S 9TH ST
SHANNON SPRINGS PARK
CHICKASHA, OK 73018-6706

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	ORDERED BY	
77302	22106		Ryan Ingram	
WRITER	SHIP VIA	TERMS	SHIP DATE	ORDER DATE
VDR	SESC - SESCO CHI	2%10THPROX	08/30/2022	08/25/2022
ORDER QTY	SHIP QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
250ft	250ft	COP 4 * 4 PVC SCHD 40 CONDUIT Procured Item	800.567/c	2001.42
12ea	12ea	ABB E942N 4 PVC-FEMALE ADAPTER SCHED 40 CARLON Procured Item	373.118/C	44.77
3ea	3ea	ABB E943N 4 PVC-TERMINAL ADAPTER SCHED 40 CARLON Procured Item	440.329/C	13.21
3ea	3ea	ABB E940N 4 PVC-COUP SCHED 40 CARLON Procured Item	413.882/C	12.42
6ea	6ea	ZEN 2011EG 4" GRC STRUT STRAP GALVENIZED	235.366/C	14.12
1200ft	1200ft	COP 2 * 2 SCHD 40 PVC CONDUIT SCHED 40 Procured Item	303.278/c	3639.33
6ea	6ea	ABB UA9AJ * 2" 90 DEGREE STD,ABB PVC ELBOW CARLON	349.329/C	20.96
6ea	6ea	ABB E943J * 2 PVC-TERMINAL ADAPTER SCHED 40 CARLON	101.400/C	6.08
9ea	9ea	ABB E940J * 2 PVC-COUP SCHED 40 CARLON	72.482/C	6.52
12ea	12ea	ZEN 2107EG 2" STRUT STRAPS NOUPC	152.941/C	18.35
			Subtotal	
			Incoming S&H	
			Outgoing S&H	
			Tax	
			Payments Amount Due	



Invoice

INVOICE DATE	INVOICE NUMBER
08/30/2022	S2449450.001
REMIT TO: HUNZICKER BROTHERS INC PO BOX 25248 OKLAHOMA CITY, OK 73125-0248	
PAGE NO. 2 of 4	

BILL TO:

ETI-ELEC TECH
PO BOX 308
CHICKASHA, OK 73023-308

SHIP TO:

ELECTRICAL TECHNOLOGIES INC
2400 S 9TH ST
SHANNON SPRINGS PARK
CHICKASHA, OK 73018-6706

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	ORDERED BY	
77302	22106		Ryan Ingram	
WRITER	SHIP VIA	TERMS	SHIP DATE	ORDER DATE
VDR	SESC - SESCO CHI	2%10THPROX	08/30/2022	08/25/2022
ORDER QTY	SHIP QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
450ft	450ft	COP 114 * 1-1/4 PVC SCHD 40 CONDUIT 0 Procured Item	222.118/c	999.53
12ea	12ea	ABB UA9AG 1-1/4" 90 DEGREE,ABB STD PVC ELBOW CARLON	200.624/C	24.07
18ea	18ea	ABB E940G 1-1/4 PVC-COUP SCHED 40 CARLON	54.082/C	9.73
12ea	12ea	ABB E943G * 1-1/4 PVC-TERMINAL ADAPTER SCHED 40 CARLON Procured Item	61.259/C	7.35
14ea	14ea	BLI B2211ZN * 1-1/4 EMT/GRC COND CLAMP PLTD B-LINE	194.388/C	27.21
6ea	6ea	TPZ 7036 4"x90x36 SPECIAL RAD RIGID ELBOW TOPAZ Procured Item	237.488/EA	1424.93
60ft	60ft	COR 2GRC * 2 GALV CONDUIT RIGID Procured Item	845.761/c	507.46
6ea	6ea	ABB E942J * 2 PVC-FEMALE ADAPTER SCHED 40 CARLON	98.694/C	5.92
100ft	100ft	COR 112GRC * 1-1/2 GALV CONDUIT RIGID Procured Item	673.422/c	673.42
			Subtotal	
			Incoming S&H	
			Outgoing S&H	
			Tax	
			Payments Amount Due	



Invoice

INVOICE DATE	INVOICE NUMBER
08/30/2022	S2449450.001
REMIT TO: HUNZICKER BROTHERS INC PO BOX 25248 OKLAHOMA CITY, OK 73125-0248	PAGE NO.
	3 of 4

BILL TO:

ETI-ELEC TECH
PO BOX 308
CHICKASHA, OK 73023-308

SHIP TO:

ELECTRICAL TECHNOLOGIES INC
2400 S 9TH ST
SHANNON SPRINGS PARK
CHICKASHA, OK 73018-6706

CUSTOMER NUMBER		CUSTOMER PO NUMBER		JOB NAME / RELEASE NUMBER		ORDERED BY		
77302		22106				Ryan Ingram		
WRITER			SHIP VIA		TERMS		SHIP DATE	ORDER DATE
VDR			SESC - SESCO CHI		2%10THPROX		08/30/2022	08/25/2022
ORDER QTY	SHIP QTY	DESCRIPTION				UNIT PRICE		EXT PRICE
18ea	18ea	ABB E942H 1-1/2 PVC-FEMALE ADAPTER SCHED 40 CARLON Procured Item				98.788/C		17.78
14ea	14ea	ZEN 2106EG 1-1/2" STRUT STRAP UNIVERSAL NOUPC				129.412/C		18.12
36ea	36ea	DOT PH150B 1-1/2" CONDUIT HANGER Procured Item				52.061/C		18.74
6ea	6ea	TPZ 658S 3" STEEL COMP. CONN. TOPAZ Procured Item				11.976/EA		71.86
3ea	3ea	TPZ 338M 3IN MALLEABLE IRON INSULATED METALLIC GROUNDING W/ALUMINUM LAY IN LUG TOPAZ Procured Item				20.435/EA		61.31
3ea	3ea	TPZ 838 3" PLASTIC BUSHINGS TOPAZ				1.271/EA		3.81
200ft	200ft	ZEN STRUT 7/8 X 10FT THIN 1/2 SLOT GALV				261.111/c		522.22
6ea	6ea	DOT GR5808 5/8 X 8' GROUND ROD (COPPER BONDED) GRD ROD				17.295/Ea		103.77
6ea	6ea	ILS CGRC-58 ILSCO 5/8 ACORN GRD ROD CLAMP				2.220/EA		13.32
24ea	24ea	BLI N224ZN SPRING NUT, 1/4"-20 THREAD, 1/4" NUT BLINE Procured Item				95.694/C		22.97
2ea	2ea	TPZ 1329 PVC GLUE TOPAZ QUART				28.941/EA		57.88
						Subtotal		
						Incoming S&H		
						Outgoing S&H		
						Tax		
						Payments		
						Amount Due		



Invoice

INVOICE DATE	INVOICE NUMBER
08/30/2022	S2449450.001
REMIT TO: HUNZICKER BROTHERS INC PO BOX 25248 OKLAHOMA CITY, OK 73125-0248	
PAGE NO.	
4 of 4	

BILL TO:

ETI-ELEC TECH
PO BOX 308
CHICKASHA, OK 73023-308

SHIP TO:

ELECTRICAL TECHNOLOGIES INC
2400 S 9TH ST
SHANNON SPRINGS PARK
CHICKASHA, OK 73018-6706

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	ORDERED BY	
77302	22106		Ryan Ingram	
WRITER	SHIP VIA	TERMS	SHIP DATE	ORDER DATE
VDR	SESC - SESCO CHI	2%10THPROX	08/30/2022	08/25/2022
ORDER QTY	SHIP QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
		Signature _____ <i>Ryan Ingram</i> _____ Date _____ Printed Name _____ # Items _____		

If paid by 09/10/2022 you may deduct \$207.37
Invoice is due by 09/30/2022 net of any cash discount.
Past Due invoices may be subject to 1.50% late charge.

Subtotal	10368.58
Incoming S&H	0.00
Outgoing S&H	0.00
Tax	0.00
Payments	0.00
Amount Due	10368.58



Invoice

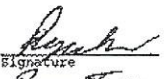
INVOICE DATE	INVOICE NUMBER
08/30/2022	S2450814.002
REMIT TO: HUNZICKER BROTHERS INC PO BOX 25248 OKLAHOMA CITY, OK 73125-0248	PAGE NO.
	1 of 1

BILL TO:

ETI-ELEC TECH
PO BOX 308
CHICKASHA, OK 73023-308

SHIP TO:

ELECTRICAL TECHNOLOGIES INC
2400 S 9TH ST
SHANNON SPRINGS PARK
CHICKASHA, OK 73018-6706

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	ORDERED BY	
77302	22106			
WRITER	SHIP VIA	TERMS	SHIP DATE	ORDER DATE
NNS	SESC - SESCO CHI	2%10THPROX	08/30/2022	08/26/2022
ORDER QTY	SHIP QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
90ea	90ea	CRH TP403 4 SQ OUTLET BOX 2 1/8 DP 1/2 AND 3/4 KO Square Utility STL THEPITT Procured Item signature information  Signature Date Ryan Thompson Printed Name # Items	186.462/C	167.82

If paid by 09/10/2022 you may deduct \$3.36
Invoice is due by 09/30/2022 net of any cash discount.
Past Due invoices may be subject to 1.50% late charge.

Subtotal	167.82
Incoming S&H	0.00
Outgoing S&H	0.00
Tax	0.00
Payments	0.00
Amount Due	167.82



Invoice

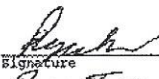
INVOICE DATE	INVOICE NUMBER
08/30/2022	S2451250.001
REMIT TO: HUNZICKER BROTHERS INC PO BOX 25248 OKLAHOMA CITY, OK 73125-0248	
PAGE NO. 1 of 1	

BILL TO:

ETI-ELEC TECH
PO BOX 308
CHICKASHA, OK 73023-308

SHIP TO:

ELECTRICAL TECHNOLOGIES INC
2400 S 9TH ST
SHANNON SPRINGS PARK
CHICKASHA, OK 73018-6706

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	ORDERED BY	
77302	22106	Shannon Springs park	Joe Hutmacher	
WRITER		SHIP VIA	TERMS	SHIP DATE
VDR		SESC - SESCO CHI	2%10THPROX	08/30/2022
ORDER QTY	SHIP QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
3ea	3ea	TPZ 1140 4" x 3-1/2" PVC REDUCER TOPAZ Special Order Item	25.051/EA	75.15
3ea	3ea	ABB E943M 3-1/2 PVC-TERMINAL ADAPTER SCHED 40 CARLON Procured Item	522.595/C	15.68
3ea	3ea	TPZ 289UL 3-1/2 DIE CAST LOCKNUT Special Order Item Procured Item	6.081/EA	18.24
3ea	3ea	TPZ 839 3 1/2 IN INSULATING PLASTIC BUSHINGS - 105° FLAME RETARDANT - THERMOPLASTIC TOPAZ Special Order Item Procured Item	1.676/EA	5.03
Signature _____  Signature _____ Date _____ Printed Name _____ # Items _____				

If paid by 09/10/2022 you may deduct \$2.28
Invoice is due by 09/30/2022 net of any cash discount.
Past Due invoices may be subject to 1.50% late charge.

Subtotal	114.10
Incoming S&H	0.00
Outgoing S&H	0.00
Tax	0.00
Payments	0.00
Amount Due	114.10



C.E.S. (TX Div Accounts Office)
P.O. Box 131811
Dallas, TX 75313

INVOICE

Invoice Number:	NRM/041915
Tax Point Date:	08/05/22
Your Order Number:	SHANNON SPRINGS
Account #:	06300033006

C.E.S. (Norman)
1900 Industrial Blvd
Suite 100
Norman, OK 73069

Phone: 405-701-9890
Fax: 405-701-8545
Email: Norman0630@cityelectricsupply.com
Delivery Info:

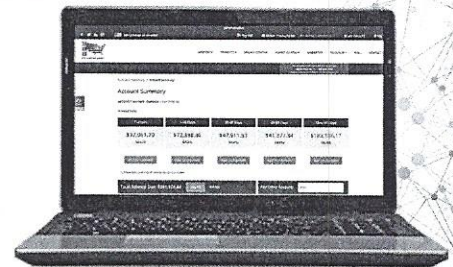
ELECTRICAL-SHANNON SPRINGS PRK
PO BOX 308
CHICKASHA, OK 73023

ELECTRICAL-SHANNON SPRINGS PRK
SHANNON SPRINGS PARK ELECT EXP
2400 S 9TH ST
CHICKASHA, OK
73018

QTY	Item	Description	\$ Price	Per Disc	\$ Goods
9	C-H BRP20L125R	Br Pon Loadcenter, 125A, Mlo, 20 Space,	166.13	E	1495.17
180	C-H BR120	SP-120V-20A CB	5.09	E	916.20
90	CM-4444	4" SQ. INDUSTRIAL CVR, 1/2" RAISED, TW	315.00	C	283.50
3	SIEMENS INDUS NR62	Nr Type 3R Encl Assy-62HX5.75D, 20 Wide	376.76	E	1130.28
3	SIEMENS INDUS P1A30MC400AT	P1 400A 30CIR 1PH 120/240V	276.01	E	828.03
3	SIEMENS INDUS MBKJD1400A	1P 400A 600V BRKR MTG KIT	808.59	E	2425.77
9	SIEMENS INDUS B2100	2P 100A CKT BRKR	36.47	E	328.23
3	SIEMENS INDUS ECGK	44CONN CU GROUND BUS	13.53	E	40.59

Because History is Important

Review Your Transaction History at
www.CityElectricSupply.com



Payment to: C.E.S. (TX Div Accounts Office) P.O. Box 131811 Dallas, TX 75313



TO PAY ONLINE VISIT www.cityelectricsupply.com

THE RISK IN THE GOODS SHALL PASS TO THE BUYER ON DELIVERY, BUT THE GOODS REMAIN THE PROPERTY OF THE SELLER UNTIL PAID FOR. GOODS ARE SOLD ACCORDING TO VENDORS AND OUR OWN CONDITIONS OF SALE, COPIES OF WHICH ARE AVAILABLE UPON REQUEST E & OE

Goods Total:	\$	7447.77
Tax Rate:		0.00%
Tax Total:	\$	0.00
Total	\$	7447.77

Branch ID#: 630 Group ID#: 9076



C.E.S. (TX Div Accounts Office)
P.O. Box 131811
Dallas, TX 75313

INVOICE

Invoice Number:	NRM/042410
Tax Point Date:	08/22/22
Your Order Number:	SHANNON SPRINGS
Account #:	06300033006

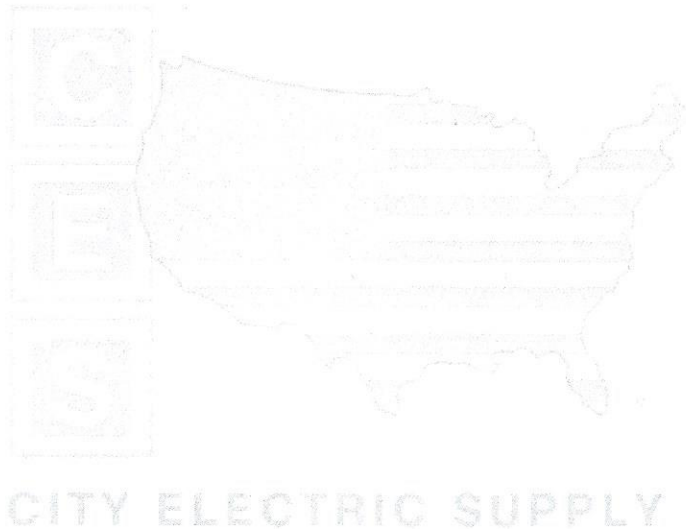
C.E.S. (Norman)
1900 Industrial Blvd
Suite 100
Norman, OK 73069

Phone: 405-701-9890
Fax: 405-701-8545
Email: Norman0630@cityelectricsupply.com
Delivery Info:

ELECTRICAL-SHANNON SPRINGS PRK
PO BOX 308
CHICKASHA, OK 73023

ELECTRICAL-SHANNON SPRINGS PRK
SHANNON SPRINGS PARK ELECT EXP
2400 S 9TH ST
CHICKASHA, OK
73018

QTY	Item	Description	\$ Price	Per Disc	\$ Goods
9	UNITY 3RHC20206NKPQL	3RHC20206NKPQL BOX	200.00	E	1800.00



Because History is Important

Review Your Transaction History at
www.CityElectricSupply.com



Payment to: C.E.S. (TX Div Accounts Office) P.O. Box 131811 Dallas, TX 75313



TO PAY ONLINE VISIT www.cityelectricsupply.com

THE RISK IN THE GOODS SHALL PASS TO THE BUYER ON DELIVERY, BUT THE GOODS REMAIN THE PROPERTY OF THE SELLER UNTIL PAID FOR. GOODS ARE SOLD ACCORDING TO VENDORS AND OUR OWN CONDITIONS OF SALE, COPIES OF WHICH ARE AVAILABLE UPON REQUEST E & OE

Goods Total:	\$	1800.00
Tax Rate:		0.00%
Tax Total:	\$	0.00
Total	\$	1800.00

Branch ID#: 630 Group ID#: 9076



City of
CHICKASHA

Meeting Type: Council Agenda 9-19-2022

Meeting Date: 9/19/2022

Department: Finance

Agenda Item No. 6.h.

AGENDA ITEM: Discussion, consideration and possible action to terminate quote and services with Hillary Communications due to non-performance.

I. BACKGROUND/DESCRIPTION:

In January 2022 the City of Chickasha accepted the quote and timeline presented by Hillary for delivery of services to certain identified City buildings. Implementation was to be completed by the end of February. As of September 15th we still do not have service to several of our buildings. In addition, the service we do have is intermittent causing problems for staff. Until we have reliable broadband service we can not switch all of the City to VOIP.

II. RECOMMENDED ACTION:

Staff recommends terminating the quote and services with Hillary Communications.

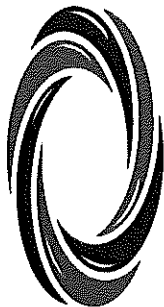
III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Cindy Rogers, Asst. City Manager	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: September 19, 2022	(From)		

V. ATTACHMENTS:

1. 12.15.21 Hillary Fiber Contract Quote



HILLIARY.
COMMUNICATIONS LLC

Quote #	20211215 COC
Entity	City of Chickasha
Location	Chickasha, OK

PROPOSAL						
Pricing Prepared by		Term	Prepared On	Total NRC	Total MRC	Total Yearly
Benne Brewer		12	12/15/21	\$719.60	\$1,319.60	\$15,835.20
Locations			Summary		Service	
Install Date	Site Name	MRC	NRC	Service to be Delivered		
Now	City Hill - 117 N 4th St.	\$299.95	\$89.95	100MB Up / 100MB Down Internet		
Jan 1-15	Police Department - 2001 W Iowa	\$299.95	\$89.95	100MB Up / 100MB Down Internet		
Feb 1	Fire Department - 1700 W Harly Day	\$119.95	\$89.95	50MB Up / 50MB Down Internet		
Jan 1-15	Public Works - 502 Genviewe	\$119.95	\$89.95	50MB Up / 50MB Down Internet		
Jan 1-15	Sports Complex - 900 E Grand Ave	\$119.95	\$89.95	50MB Up / 50MB Down Internet		
Now	Animal Control - 203 Genevieve	\$119.95	\$89.95	50MB Up / 50MB Down Internet		
Jan 1-15	Water Plant/Facility - 502 Water Plant Road	\$119.95	\$89.95	50MB Up / 50MB Down Internet		
Jan 1-15	Airport - 23770 Beechcraft	\$119.95	\$89.95	50MB Up / 50MB Down Internet		
Order Terms and Conditions						

1. This Confidential Customer Order may not be disclosed to third parties and is non-binding until accepted by both parties and a service agreement is signed by both parties.
2. If a generic demarcation point is provided, the demarcation point for on net services shall be Hilliary Communication Minimum Point of Entry (MPOE) at such location and off-net demarcation points shall be the off-net vendor's MPOE.
3. Early Termination liability is 100% of the remaining term amount, unless otherwise noted.
4. Pricing listed above includes Installation but does not include taxes, fees, surcharges, if applicable.
5. For colocation, data center and/or hosting services, at certain locations pre-arranged escorted access may be required.

If you have any questions please call Benne Brewer @ 580.284.0540 or email me at Benne.Brewer@hillcom.net

Declarations and Signatures

Customer submits this order as a customer order.

Authorized Signature:

Name:

Title:

Date:



City of
CHICKASHA

Meeting Type: Council Agenda 9-19-2022

Meeting Date: 9/19/2022

Department: Finance

Agenda Item No. 6.i.

AGENDA ITEM: Discussion, consideration and possible action to accept AT&T's quote and enter into a service agreement with them to provide broadband internet to certain City buildings.

I. BACKGROUND/DESCRIPTION:

Staff recommends accepting AT&T's quote and entering into a service agreement with them. Previously, the City accepted Hillary's quote and timeline for services to certain City buildings. As of September 15th, several buildings are still without broadband internet from Hillary. In addition, those that do have broadband internet from Hillary have intermittent service. This intermittent service as well as some key departments without any broadband service has kept us from moving forward on VOIP services.

II. RECOMMENDED ACTION:

Staff recommends accepting AT&T's quote and entering into a service agreement with them.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Cindy Rogers, Asst. City Manager	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: September 19, 2022	(From)		

V. ATTACHMENTS:

1. Oklahoma Master Agreement - AT&T Services
2. 7.22.22 AT&T -City of Chickasha ADI Proposal
3. 7.25.22

ATT_MANAGED_INTERNET_SERVICE_PRICING_SCHEDULE_CONTRACT_ID_2389137.



State of Oklahoma

Office of Management and Enterprise Services

STATE OF OKLAHOMA

MASTER AGREEMENT

This State of Oklahoma Master Agreement and any Attachment hereto, as amended from time to time (the “Master Agreement”) is entered into between AT&T Corp. (“Supplier” or “AT&T”) with its principal place of business at One AT&T Way, Bedminster, NJ 07921-0752 and the State of Oklahoma by and through the Office of Management and Enterprise Services (“State”) and is effective as of the 1 day of August, 2019 (“Master Agreement Effective Date”).

Supplier and State agree to the terms and conditions as follows:

I. Scope and Term

- A.** This Master Agreement and other Contract Documents provide governing terms for Acquisitions in which the Supplier provides Services to Customers except when the State determines it is in the best interest of the State to negotiate separate contract terms. The parties hereby acknowledge and affirm that the execution of this Master Agreement, standing alone, does not evidence that the parties have agreed to engage in a particular transaction nor does it evidence that a particular contract award has been made to Supplier. Additional terms may be required in connection with a particular Acquisition or Contract. OMES shall have no liability and makes no representation that Services offered by Supplier will meet the needs of Customer and Customer should review Contract terms and independently assess the extent to which such Services are suitable.
- B.** Except for a Contract designated as a statewide Contract, any Contract shall become effective upon the later of the date of a mutually executed agreement and the date of issuance of an appropriate encumbrance document that encumbers funds for an Acquisition.

- C. Contract terms specific to Supplier are attached hereto as Attachment A and incorporated herein. Accordingly, Service Publications referenced in Attachment A shall not include service agreements.
- D. Supplier may add Services to its offerings under a Contract upon the State's agreement to include the new product or service.
- E. At no time during the performance of a Contract shall the Supplier have the authority to obligate any Customer for payment for any Services over and above an awarded Contract. If the need arises for goods or services outside the scope of a Contract, Supplier shall contact the State.
- F. The Supplier shall not commence work, commit funds, incur costs, or in any way act to obligate a Customer until so notified in writing of the approval of a Contract. The authorized State or Customer representative, as applicable, is the only individual who can transmit that approval to the Supplier.
- G. The term of this Master Agreement terms shall be five (5) years commencing on the Master Agreement Effective Date. The State and Supplier may extend this Master Agreement, by mutual agreement, except where required otherwise by State law.

II. Order of Precedence

Contract Documents shall be read to be consistent and complementary. Any conflict among the Contract Documents shall be resolved by giving priority to Contract Documents in the following order of precedence:

- i. any Addendum;
- ii. in this order, the body of this Master Agreement and then Attachment A hereto;
- iii. any Solicitation issued by the State;
- iv. any Contract-specific terms contained in a Contract Document including, without limitation, information technology terms and terms specific to a statewide Contract or a State agency Contract;
- v. any successful Bid as may be amended through negotiation and to the extent the Bid does not otherwise conflict with a Solicitation or applicable law;
- vi. any statement of work, work order, Pricing Schedule or other similar ordering document as applicable;
- vii. the Service Publications, as applicable;
- viii. any purchase order or other appropriate encumbrance document; and

- ix. other mutually agreed Contract Documents; provided, however, that Tariffs will be first in priority in any jurisdiction where existing law or regulation does not permit Contract terms to take precedence over inconsistent Tariff terms.

Supplier.

III. Definitions

In addition to defined terms set forth in any Attachment hereto, the Oklahoma Central Purchasing Act and the Oklahoma Administrative Code, Title 260, the parties agree that, when used in this Master Agreement, the following terms are defined as set forth below:

A. Acquisition

The term (“Acquisition”) means items, products, materials, supplies, services and equipment an entity acquires by purchase, lease purchase, lease with option to purchase, value provided to a Customer or rental.

B. Addendum

The term (“Addendum”) means a written restatement of or modification to a Contract Document executed by the Supplier and State or Customer, as applicable.

C. Contract

The term (“Contract”) means Contract Documents evidencing the final agreement between the parties with respect to a particular transaction between a Customer and Supplier for Services which incorporate the terms of this Master Agreement and any Attachment hereto, as may be amended from time to time.

D. Contract Document

The term (“Contract Document”) means this Master Agreement; any Solicitation and terms applicable thereto; any Bid as may be negotiated; any statement of work, work order, Pricing Schedule or other similar ordering document related hereto and executed by the Supplier and State or Customer, as applicable; any purchase order or other appropriate encumbrance document; other mutually agreed documents and any Addendum to any of the foregoing.

E. Customer

The term (“Customer”) means the State, including any agency thereof; any governmental entity specified as a political subdivision of the State pursuant to the Governmental Tort Claims Act including any associated institution, instrumentality, board, commission, committee, department, or other entity designated to act on behalf of the political subdivision; a state, county or local governmental entity in its state of origin; and an entity authorized to utilize contracts awarded by the State via a statute or multistate or multi-governmental contract.

F. Destination

The term (“Destination”) means delivered to the receiving dock or other point specified in the applicable Contract Document.

G. Indemnified Parties

The term (“Indemnified Parties”) means the State and a Customer and/or its officers, directors, agents, employees, representatives, contractors, assignees and/or designees.

H. Intellectual Property Rights

The term (“Intellectual Property Rights”) means the worldwide legal rights or interests evidenced by or embodied in any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery or improvement including any patents, trade secrets and know-how; any work of authorship including any copyrights, Moral Rights or neighboring rights; any trademark, service mark, trade dress, trade name or other indicia of source or origin; domain name registrations; and any other proprietary or similar rights of any nature whatsoever in any part of the world and whether arising under common law, state law, federal law or the law of any foreign country.

I. Moral Rights

The term (“Moral Rights”) means any and all rights of paternity or integrity of the Work Product and the right to object to any modification, translation or use of the Work Product and any similar rights existing under the judicial or statutory law of

any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.

J. OMES

The term (“OMES”) means the Office of Management and Enterprise Services, the State agency through which this Master Agreement is agreed on behalf of the State.

K. Purchase Card

The term (“Purchase Card”) means commercial purchase card to facilitate the acquisition of goods and services necessary for conducting official Customer business.

L. Third Party Intellectual Property

The term (“Third Party Intellectual Property”) means the Intellectual Property Rights of any third party that is not a party to a Contract, and that is not directly or indirectly providing any goods or services to a Customer under a Contract.

M. Work Product

The term (“Work Product”) means any and all deliverables produced by Supplier for Customer under a statement of work or similar Contract Document issued pursuant to a Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the Master Agreement Effective Date including but not limited to any (i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (i) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or

derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, (vii) all other goods, services or deliverables to be provided to Customer under a Contract or statement of work, and (viii) all Intellectual Property Rights in any of the foregoing, and which are or were created, prepared, developed, invented or conceived for the use or benefit of Customer in connection with a Contract or with funds appropriated by or for Customer or Customer's benefit (a) by any Supplier personnel or Customer personnel or (b) any Customer personnel who then became personnel to Supplier or any of its Affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Supplier or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

N. Supplier Confidential Information

The term ("Supplier Confidential Information") means certain information of Supplier to which a Customer is provided access, which is clearly marked as confidential and which is subject to provisions herein regarding disclosure.

IV. Extension of Contract

Except where Supplier has terminated the attachment or Pricing Schedule for cause (as permitted under this Agreement) or due to a Service ceasing to be generally available to similarly situated customers, the State, at its sole option, may extend a Contract for ninety (90) days beyond the final renewal option period at the Contract compensation rate for the extended period; provided, however, for Services provided by a Supplier ILEC Affiliate that does not continue to provide Contract discounts, Supplier shall provide the Services but shall not provide the contractual discounts past expiration. If this option is exercised, the State shall notify the Supplier in writing prior to the applicable Contract end date.

V. Ordering, Inspection and Acceptance

A. Any Services furnished under a Contract shall be ordered by a properly issued purchase order, other appropriate payment mechanism or by the use of a valid Purchase Card. There is no limit on the number of purchase orders that may be issued or Purchase Card transactions. Delivery to multiple destinations may be required. All orders are governed by the terms and conditions of the associated Contract. Supplier shall not offer any Services it cannot provide. Any purchase order, payment mechanism or Purchase Card transaction dated prior to termination or expiration of the Contract shall be performed unless agreed

otherwise between a Customer and Supplier. Any pre-printed terms on a Customer's purchase order that conflict with the terms of this Master Agreement will not be binding unless otherwise agreed in writing between Supplier and Customer.

- B.** Services will be performed in accordance with accepted industry practices. Notwithstanding any other provision in a Contract, deemed acceptance of Services or associated deliverables shall not apply automatically upon receipt of a deliverable or upon provision of Services.
- C.** All products to be delivered pursuant to a Contract shall be subject to final inspection and acceptance by the Customer at Destination. The Customer assumes no responsibility for products until accepted by the Customer at the Destination in good condition. Title and risk of loss or damage to products shall be the responsibility of the Supplier until accepted by the Customer. The Supplier shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.
- D.** Pursuant to OAC 260:115-9-5, Customer payment for an Acquisition does not constitute final acceptance of the Acquisition by the Customer. If subsequent Customer inspection affirms that the Acquisition does not meet or exceed the specifications of the order or that the Acquisition has latent defects, the Customer shall notify the Supplier as soon as is reasonably practicable. The Supplier shall retrieve and replace the Acquisition at Supplier's expense or, if unable to replace, shall issue a refund to the Customer.
- E.** Supplier shall deliver Services on or before the required date specified in a Contract Document. Failure to deliver timely may result in liquidated damages as set forth in the applicable Contract Document. Deviations, substitutions, or changes in Services shall not be made unless expressly authorized in writing by the Customer. Any substitution of personnel directly providing Services shall be a person of comparable or greater skills, education and experience for performing the Services as the person being replaced. Additionally, Supplier shall provide staff sufficiently experienced and able to perform with respect to any transitional services provided by Supplier in connection with termination or expiration of a Contract.
- F.** Product warranty and return policies and terms for Customers will not be more restrictive or more costly than warranty and return policies and terms for other similarly situated Customer for a like product.

VI. Pricing

- A.** Customers that are Oklahoma state agencies are exempt from the assessment of State sales, use and excise taxes pursuant to 68 O.S. §§ 1404; 1352, and 1356. Customers that are Oklahoma state agencies and Customers that are political subdivisions of the State of Oklahoma are exempt from Federal Excise Taxes pursuant to Title 26 of the United States Code. Upon request from Supplier, each Customer must provide Supplier with a tax exemption certificate prior to the delivery of Services for each tax type for which the Customer claims an exemption.
- B.** Pursuant to 74 O.S. § 85.40, all travel expenses of Supplier must be included in the total Acquisition price.
- C.** The price to the Customer under a Contract shall include and Supplier shall prepay all shipping, packaging, delivery and handling fees. All product deliveries will be Free on Board Customer's Destination. No additional fees shall be charged to the Customer for standard shipping and handling. If the Customer requests expedited or special delivery, Customer may be responsible for any charges for expedited or special delivery.

VII. Invoices and Payment

- A.** Supplier shall be paid upon submission of a proper invoice(s) to the Customer at the prices stipulated in a Contract in accordance with 74 O.S. §§85.6 and 85.44B and OAC 260:115-9-1 and 260:115-9-5 which require that payment be made only after products have been provided and accepted or services rendered and accepted unless otherwise set forth in a Contract or applicable schedule thereto, except as prohibited by applicable law or regulation. Subject to a Customer's right of acceptance, unless a Service Publication specifies a later date, Customer's obligation to pay for a Service Component begins upon availability of the Service Component to Customer. Customer will pay Supplier without setoff.

The following terms additionally apply:

- i.** Failure to provide a proper invoice may result in delay of processing the invoice for payment. Proper invoice is defined at OAC 260:10-1-2;

- ii. Payment of the invoice is governed by 62 O.S. §34.71, which requires a procedure to issue payment of a proper invoice for goods or services within no more than forty-five (45) days from the date on which the invoice was received in the office designated by the agency to which the goods or services were sold and delivered. Interest on late payments is governed by 62 O.S. § 34.72, which stipulates that interest shall be calculated beginning the thirtieth day after receipt by the designated office of a proper invoice for which payment has not been mailed, transmitted, or delivered to a vendor by the close of business on the forty-fifth day. Such interest shall be at an annualized rate based on an average of the interest rate for thirty-day time deposits of state funds during the last calendar quarter of the last preceding fiscal year, as reported by the State Treasurer;
 - iii. Intentionally omitted.
 - iv. If a Customer finds that an overpayment or underpayment has been made to Supplier, the Customer may adjust any subsequent payments of disputed amounts to Supplier under a Contract to correct the account in accordance with Attachment A, Section 6.5. A written explanation of the adjustment will be issued to Supplier by the Customer.
 - v. Supplier shall have no right of setoff.
- B. Subject to the capabilities of the billing system for the Service, the Supplier will accept payment from any Customer by Purchase Card.

VIII. Termination for Non-Appropriation

The State may terminate a Contract in whole or in part if funds sufficient to pay its obligations under the Contract are not appropriated or received from an intended third-party funding source. Similarly, a Customer may terminate any purchase order if funds sufficient to pay its obligations under a Contract are not appropriated or received from an intended third-party funding source. In the event of such insufficiency, Supplier will be provided thirty (30) calendar days written notice of intent to terminate. The determination by the State or Customer, as applicable, as to whether sufficient appropriations are available shall be accepted by the Supplier as final and binding. Notwithstanding the foregoing, if a Customer issues a purchase order and has accepted the Services, the Customer is obligated to pay for the Services. In the event of such termination, the Customer will not be considered in default or breach under a Contract nor shall it be liable for any further payments ordinarily due under the Contract, nor shall it be liable for any damages or any other amounts which are caused by or associated with such

termination. Any partial termination of a Contract for non-appropriation shall not be construed as a waiver of, and shall not affect, the rights and obligations of the Supplier or a Customer regarding portions of the Contract that are not terminated. Any amount paid to Supplier in the form of prepaid fees that are unused when a Contract or purchase order is terminated shall be refunded to Customer.

IX. Notices

All notices, approvals or requests allowed or required by the terms of any Contract Document shall be in writing and deemed delivered upon receipt or upon refusal of the intended party to accept receipt of the notice. In addition to other notice requirements in a Contract and a designated Supplier contact provided in a successful Bid, notices shall be sent to the respective party at the physical or e-mail address set forth below, which may be updated in writing to the other party as necessary; provided, however, confidentiality, breach and termination-related notices shall not be delivered via e-mail.

If sent to the State:

Chief Information Officer
3115 North Lincoln Boulevard
Oklahoma City, Oklahoma 73105

With a copy, which shall not constitute notice, to:

Information Services Deputy General Counsel
3115 North Lincoln Boulevard
Oklahoma City, Oklahoma 73105

In addition to information provided above the following individuals shall also be provided the request, approval or notice, as applicable:

State Purchasing Director
5005 North Lincoln Boulevard, Suite 300
Oklahoma City, Oklahoma 73105

With a copy, which shall not constitute notice, to:

Central Purchasing Deputy General Counsel
5005 North Lincoln Boulevard, Suite 300
Oklahoma City, Oklahoma 73105

If sent to Supplier:

AT&T Corp.
Matt McSpadden

Client Solutions Executive
405 N. Broadway Avenue
Oklahoma City, OK 73102
Matthew.mcspadden@att.com
405-882-8726

With a copy to:

AT&T Corp.
One AT&T Way
Bedminster, NJ 07921-0752
ATTN: Master Agreement Support Team
Email: mast@att.com

X. Choice of Law

Any claim, dispute, or litigation relating to the execution, interpretation, performance, or enforcement of a Contract, or any of the Contract Documents, in the singular or in the aggregate, shall be governed by the laws of the State of Oklahoma without regard to application of choice of law principles. Pursuant to 74 O.S. §85.14, where federal granted funds are involved, applicable federal laws, rules and regulations shall govern to the extent necessary to insure benefit of such federal funds to the State.

XI. Choice of Venue

Venue for any action, claim, dispute, or litigation relating in any way to the execution, interpretation, performance, or enforcement of a Contract, or any of the Contract Documents, shall be in Oklahoma County, Oklahoma except that a non-State Customer may expressly agree otherwise in a writing executed by such Customer. Further, notwithstanding any provision in a Contract, the State does not waive the doctrine of sovereign immunity and immunity from suit to the extent authorized by the Constitution and laws of the State of Oklahoma nor any other right or defense available to the State.

XII. Conflict of Interest

In addition to any requirement of law or of a professional code of ethics or conduct, the Supplier, its employees, agents and subcontractors are required to disclose any outside activity or interest that conflicts or may conflict with the best interest of the State. Prompt disclosure is required under this section if the activity or interest is related, directly or indirectly, to any person or entity currently under contract with or seeking to do business with the State, its employees or any other third-party individual or entity awarded a

contract with the State. Further, as long as the Supplier has an obligation under a Contract, any plan, preparation or engagement in any such activity or interest shall not occur without prior written approval of the State. Any conflict of interest shall, at the sole discretion of the State, be grounds for partial or whole termination of a Contract.

XIII. Force Majeure

- A.** Either party shall be temporarily excused from performance to the extent delayed as a result of unforeseen causes beyond its reasonable control including fire or other similar casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority provided the party experiencing the force majeure event has prudently and promptly acted to take any and all steps within the party's control to ensure continued performance and to shorten duration of the event. If a party's performance of its obligations is materially hindered as a result of a force majeure event, such party shall promptly notify the other party of its best reasonable assessment of the nature and duration of the force majeure event and steps it is taking, and plans to take, to mitigate the effects of the force majeure event. The party shall use commercially reasonable best efforts to continue performance to the extent possible during such event and resume full performance as soon as reasonably practicable. Subject to the conditions set forth above, such non-performance shall not be deemed a default. However, a Customer may terminate a purchase order if Supplier cannot cause delivery of Services in a timely manner to meet the business needs of the Customer.
- B.** Notwithstanding the foregoing or any other provision in a Contract, (1) in no event will any of the following be considered a force majeure event: (a) shutdown, disruptions or malfunctions in Supplier's systems or any of Supplier's telecommunication or internet services other than as a result of general and widespread internet or telecommunication failures that are not limited to Supplier's systems or (b) the delay or failure of Supplier or subcontractor personnel to perform any obligation of Supplier hereunder unless such delay or failure to perform is itself by reason of a force majeure event; and (2) no force majeure event modifies or excuses Supplier's confidentiality, indemnification, data security or breach notification obligations.

XIV. Termination for Cause

- A.** Supplier may terminate a Contract entered into with a particular Customer in the event (i) it has provided such Customer with written notice of material

breach and (ii) the Customer fails to cure such material breach within thirty (30) days of receipt of written notice. Material breach by a Customer shall not give rise to a claim of material breach as grounds for termination by Supplier of this Master Agreement or a Contract entered into for or on behalf of multiple Customers. Similarly, a Customer may terminate its Contract, in whole or in part, with Supplier if it has provided Supplier with written notice of material breach of its Contract and Supplier fails to cure such material breach within thirty (30) days of receipt of written notice. Either party may terminate this Master Agreement in whole or in part in the event (i) it has provided the other party with written notice of material breach, and (ii) other party fails to cure such material breach within thirty (30) days of receipt of written notice.

- B.** Upon receipt of notice from the State or a Customer of a termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a Contract or certain obligations under a Contract are terminated for cause under this Section, the Customer shall be liable only for payment for products or services delivered and accepted prior to the date of such termination. Such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law. In no event shall a Customer be liable to the Supplier for compensation for any products neither requested nor accepted by the Customer or for any services neither requested by the Customer nor satisfactorily performed by the Supplier. Any amount paid to Supplier in the form of prepaid fees that are unused when a Contract or purchase order is terminated shall be refunded to Customer. In no event shall the State's exercise of its right to terminate a Contract or this Master Agreement for cause relieve the Supplier of any liability to the State or a Customer for claims arising under a Contract. Any partial termination of this Master Agreement or a Contract shall not be construed as a waiver of, and shall not affect, the rights and obligations of the Supplier or a Customer regarding portions of this Master Agreement or such Contract that remain in effect.
- C.** If either party is unable to pay its debts when due; makes an assignment for the benefit of its creditors; or there is a voluntary or involuntary appointment of a receiver or filing of bankruptcy of such party, it shall constitute a material breach of the such party's obligations which may result in partial or whole termination of this Master Agreement or a Contract. This subsection is not intended as an exhaustive list of material breach conditions. Other instances of failure to adhere to Contract provisions may result in material breach.

- D.** If a Customer fails to rectify violation of the AUP within ten (10) business days after receiving written notice from Supplier with details specific to the violation, Supplier may suspend the affected Service Component. Supplier reserves the right, however, to suspend or terminate the affected Service Component of the violating Customer immediately when: (i) Supplier's suspension or termination is in response to multiple or repeated AUP violations ; (ii) Supplier is acting in response to a court order or governmental notice that certain conduct must be stopped; or (iii) Supplier reasonably determines that (a) it may be exposed to sanctions, liability, prosecution or other adverse consequences under applicable law if Supplier were to allow the violation to continue; (b) there is reasonable probability that such violation will harm or interfere with the integrity, normal operations or security of Supplier's network or networks with which Supplier is interconnected or may interfere with another customer's use of Supplier services or the Internet; or (c) such violation otherwise presents an imminent risk of material harm to Supplier, Supplier's customers or its or their respective employees. Notwithstanding anything to the contrary, this Section applies to each Customer individually and the State is not, in its entirety, a Customer for purposes of application of this Section.

XV. Termination for Convenience

- A.** The State may terminate a Contract, in whole or in part, for convenience if it is determined that termination is in the State's best interest. The State shall deliver to the Supplier a written notice of termination for convenience specifying the terms and effective date of termination. The Contract termination date shall be a minimum of thirty (30) days from the date the notice of termination is issued by the State.
- B.** If applicable, a Customer may terminate a purchase order for convenience if it is determined that termination is in the Customer's best interest. The Customer shall deliver to the Supplier a written notice of termination of convenience specifying the terms and effective date of termination. The purchase order termination date shall be a minimum of thirty (30) days from the date the notice of termination is issued by the Customer.
- C.** Upon receipt of notice of such termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a Contract or certain obligations under a Contract are terminated, a Customer shall be liable only for payment for Services delivered and accepted prior to the date of such termination. Such termination shall not be an exclusive remedy but shall be in addition to any

other rights and remedies provided for by law. In no event shall a Customer be liable to the Supplier for compensation for any products neither requested nor accepted by the Customer or for any services neither requested by the Customer nor satisfactorily performed by the Supplier. In no event shall the termination of a Contract for convenience relieve the Supplier of any liability to the State or a Customer for claims arising under the Contract. Any partial termination of a Contract shall not be construed as a waiver of, and shall not affect, the rights and obligations of the Supplier or a Customer regarding portions of the Contract that are not terminated.

- D. Notwithstanding the foregoing, certain Services may contain additional charges due upon early termination of the Contract for that Service. Such charges may include but are not limited to recoup of any special construction charges or waived non-recurring charges not yet fully amortized, provided the value of such early termination charges has been received by the affected Customer(s) in Services previously delivered by the Supplier. Any such additional charges shall be set forth in the Pricing Schedule for the specific Service.

XVI. Modification of Terms

- A. This Master Agreement may only be modified, amended, or expanded by a written Addendum mutually agreed upon by the parties. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in a Contract.
- B. No Customer has the authority to modify the terms of this Master Agreement; however, additional Customer terms and conditions that do not conflict with these terms and are acceptable to Supplier may be added to a Contract Document and given effect. Contract Documents in connection with such an Acquisition shall be effective between Supplier and the Customer only and shall not be an Addendum to this Master Agreement in its entirety or apply to any Acquisition by another Customer. OMES bears no liability for performance, or failure thereof, by a Customer or the Supplier in connection with an Acquisition.
- C. All Contract Documents shall be mutually executed by persons authorized to enter into the Contract Document on behalf of each party.

XVII. Audits and Records Clause

- A. As used in this clause, “records” means information relevant to Supplier’s performance of its obligations or necessary to support amounts charged to the State under a Contract,

regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. Supplier agrees any pertinent federal or State agency or governing entity of a Customer shall have the right to examine and audit all records relevant to the execution and performance of a Contract except methods of Supplier by which pricing under a Contract is determined, unless otherwise agreed. Such examination shall not occur more frequently than once every twelve (12) months by the same auditing agency or entity. Such reviews shall take place at a time and place agreed upon by the parties. Customer's normal internal invoice reconciliation procedures shall not be considered a review of Supplier's relevant records for purposes of this Section.

- B.** Supplier shall (i) correct any billing error that is revealed in a billing review, including refunding any overpayment by Customer in the form of a credit within six months, and/or (ii) subject to the invoice timing requirement of Attachment A, Section 6.5 invoice Customer any underpayments as soon as reasonably practicable under the circumstances.
- C.** Supplier shall cooperate in any Customer billing review, providing Supplier billing records as reasonably necessary to verify the accuracy of Supplier's invoices. Supplier may redact from the billing records provided to Customer any information that reveals the identity or non-public information of other Supplier customers or other Supplier Confidential Information that is not relevant to purposes of the review.
- D.** The Supplier is required to retain records relative to a Contract for the duration of the Contract and for a period of seven (7) years following completion or termination of an Acquisition. If a claim, audit, litigation or other action involving such records is started before the end of the seven-year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.
- E.** Pursuant to 74 O.S. §85.41, if professional services are provided under the terms of a Contract, all items of the Supplier that relate to the professional services are subject to examination by the State agency, State Auditor and Inspector and the State Purchasing Director.

XVIII. Compliance with Applicable Laws and Representations

- A.** As long as Supplier has an obligation under the terms of a Contract and in connection with performance of its obligations, the Supplier represents as follows and shall comply, and cause its' Affiliates and subcontractors to comply, with all

federal, State, and local laws, rules, regulations, ordinances, and orders, as amended, including but not limited to the following, to the extent applicable to the Acquisition:

- i.** Drug-Free Workplace Act of 1988 set forth at 41 U.S.C. § 81.
- ii.** Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations which prohibit the use of facilities included on the EPA List of Violating Facilities under nonexempt federal contracts, grants or loans;
- iii.** Prospective participant requirements set at 45 C.F.R. part 76 in connection with debarment, suspension and other responsibility matters;
- iv.** 1964 Civil Rights Act, Title IX of the Education Amendment of 1972, Section 504 of the Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, and Executive Orders 11246 and 11375;
- v.** Anti-Lobbying Law set forth at 31 U.S.C. § 1325 and as implemented at 45 C.F.R. part 93;
- vi.** If Supplier is accessing or storing Federal taxpayer information, requirements of Internal Revenue Service Publication 1075 regarding use, access and disclosure of Federal Tax Information;
- vii.** Obtaining certified independent audits conducted in accordance with Government Auditing Standards and Office of Management and Budget Uniform Guidance, 2 CFR 200, Subpart F §200.500 et seq. with approval and work paper examination rights of the applicable procuring entity;
- viii.** Be compliant with the Oklahoma Taxpayer and Citizen Protection Act of 2007, 25 O.S. § 1312, and be registered and participate in the Status Verification System. The Status Verification System is defined at 25 O.S. § 1312, includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security, and is available at www.dhs.gov/E-Verify;
- ix.** Requirements of the Health Insurance Portability and Accountability Act of 1996; the Criminal Justice Information Services Security Policy; Supplier and Family Educational Rights and Privacy Act;

- xi.** Be registered as a business entity licensed to do business in the State, have obtained a sales tax permit, and be current on franchise tax payments to the State, as applicable; and
- xii.** Maintain its supplier registration with the State pursuant to OAC 260:115-3-3.
- B.** At no additional cost to a Customer, Supplier shall maintain all applicable licenses and permits required in association with its obligations under a Contract. As applicable, the Supplier shall adhere to the State of Oklahoma Information Security Policy, Procedures, Guidelines set forth at: <https://www.ok.gov/cio/documents/InfoSecPPG.pdf> except Supplier shall not adhere to the requirement in Appendix E, Section 5 (Mobile Computing Devices; AUP) to lock-out or wipe a device after three (3) unsuccessful authentication attempts. The State agrees that Supplier may use up to six (6) unsuccessful consecutive authentication attempts and shall only lock out for at least three (3) minutes.
- C.** Supplier shall have a continuing obligation to comply with applicable Customer-specific mandatory Contract provisions required in connection with the receipt of federal funds or other funding source.
- D.** The Supplier shall require compliance from its employees, Affiliates, agents, and subcontractors, as applicable, who provide Purchased Equipment or Services under a Contract of the Supplier's obligations under the Contract as needed.
- E.** As applicable, Supplier agrees to comply with Governor's Executive Order 2012-01, effective August 06, 2012, which prohibits the use of any tobacco product on any and all properties owned, leased, or contracted for use by the State, including but not limited to all buildings, land and vehicles owned, leased, or contracted for use by agencies or instrumentalities of the State.
- F.** The execution, delivery and performance of this Master Agreement and any ancillary documents and the consummation of the transactions contemplated herein will not, to the best of either party's knowledge, violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination of, any written contract or other instrument between such party and any third party.

- G.** Supplier represents that it has the ability to pay its debts when due and it does not anticipate the filing of a voluntary or involuntary bankruptcy petition or appointment of a receiver, liquidator or trustee.
- H.** If services provided by Supplier include delivery of an electronic communication, Supplier shall ensure such communication and any associated support documents are compliant with Section 508 of the Federal Rehabilitation Act and with State standards regarding accessibility. Should any communication or associated support documents be non-compliant, Supplier shall correct and re-deliver such communication immediately upon discovery or notice, at no additional cost to the State. Additionally, as part of compliance with accessibility requirements where documents are only provided in non-electronic format, Supplier shall promptly provide such communication and any associated support documents in an alternate format usable by individuals with disabilities upon request and at no additional cost, which may originate from an intended recipient or from the State.

XIX. Suspension of Supplier

- A.** In accordance with OAC 260:115-3-21, Supplier may be subject to Suspension.
- B.** Upon receipt of such notice from the State or a Customer, as applicable, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. A Customer shall be liable only for payment for a product or service delivered and accepted prior to the date of such notice and will not be liable for payment during the period of suspension. Any amounts of prepaid fees attributable to a period of suspension shall be refunded to affected Customers.

XX. Certification Regarding Debarment, Suspension, and Other Responsibility Matters

The Supplier certifies that the Supplier and its principals:

- A.** Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal, state or local department or agency;
- B.** Have not within a three-year period preceding this Master Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract; for violation of federal or

state antitrust statutes; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements or receiving stolen property;

- C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the foregoing offenses enumerated in this certification; and
- D. Have not within a three-year period preceding this Master Agreement had one or more public (federal, state or local) contracts terminated for cause or default.

Supplier agrees it has a continuing obligation to promptly notify the State if any of the certifications in this Section 20 become inaccurate.

XXI. Employment Relationship

A Contract does not create an employment relationship. Individuals performing services required of Supplier hereunder or by a Contract are not employees of the State or any Customer. Employees of Supplier, any Affiliate, agent or subcontractor shall not be considered employees of the State nor of any Customer for any purpose, and accordingly shall not be eligible for rights or benefits accruing to such employees.

XXII. Publicity

Supplier acknowledges and agrees that the existence of this Master Agreement or any associated Acquisition is not in any way an endorsement by the State or any Customer of Supplier or the Services and shall not be so construed by Supplier in any advertising or publicity materials. Supplier agrees to submit to the State all advertising, sales, promotion, and other publicity matters relating to this Master Agreement or a Contract wherein the name of the Supplier, State or any Customer is mentioned or language used from which the connection of the Supplier, State or any Customer therewith may, in the State's judgment, be inferred or implied as an endorsement. Supplier further agrees not to publish or use such advertising, sales promotion, or publicity matter or release any informational pamphlets, notices, press releases, research reports, or similar public notices without obtaining the prior written approval of the State.

XXIII. Payment of Taxes and Worker's Compensation

- A. Supplier shall be entirely responsible during the existence of a Contract for the liability and payment of taxes payable by or assessed to Supplier, any Affiliate or its employees, agents and subcontractors of whatever kind, in connection with the

Contract. Supplier further agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and Workers' Compensation. Neither a Customer nor the State shall be liable to the Supplier, an Affiliate, its employees, agents, or others for the payment of taxes or the provision of unemployment insurance and/or Workers' Compensation or any benefit available to a State or Customer employee.

- B.** Supplier agrees to indemnify and hold harmless Customers, the State, and its employees, agents, representatives, contractors, and/or assignees from any and all liability, actions, claims, demands, or suits, and all related costs and expenses and attorneys' fees relating to tax liability, unemployment insurance and/or Workers' Compensation in connection with Supplier's performance under a Contract.

XXIV. Open Records Act

Supplier acknowledges that all State agencies and certain other Customers are subject to the Oklahoma Open Records Act. Supplier also acknowledges that such Customers will comply with the Oklahoma Open Records Act and with all opinions of the Oklahoma Attorney General concerning this Act. Except for a provision of a Contract specifically designated as confidential in a writing executed by both parties or a provision protected from disclosure in the Open Records Act or other applicable law, no Contract provision is confidential information and, therefore, any provision is subject to disclosure.

XXV. Confidentiality

- A.** The Supplier shall maintain strict security of all State and citizen data and records entrusted to it or to which the Supplier gains access, in accordance with and subject to applicable federal and State laws, rules, regulations, and policies and shall use any such data and records only as needed by Supplier for performance of its obligations under a Contract. The Supplier further agrees to evidence such confidentiality obligation in a separate writing if required under such applicable federal or State laws, rules and regulations. The Supplier warrants that it has a tested and proven system in effect designed to protect all confidential information.
- B.** Supplier shall establish, maintain and enforce agreements with all such persons and entities that have access to State and citizen data and records to fulfill Supplier's duties and obligations under the Contract and to specifically prohibit any sale, assignment, conveyance, provision, release, dissemination or other disclosure of any State or citizen data or records except as required by law or allowed by written prior approval of the Customer.

- C.** Supplier shall immediately report to the Customer any and all unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of any State or citizen data or records of which it or its parent company, subsidiaries, Affiliates, employees, officers, directors, assignees, agents, representatives, independent contractors, and subcontractors is aware or have knowledge or reasonably should have knowledge. The Supplier shall also promptly furnish to Customer full details of the unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination, or attempt thereof, and use its best efforts to assist the Customer in investigating or preventing the reoccurrence of such event in the future. The Supplier shall cooperate with the Customer in connection with any litigation and investigation deemed necessary by the Customer to protect any State or citizen data and records and shall bear all costs associated with the investigation, response and recovery in connection with any breach of State or citizen data or records.
- D.** Supplier further agrees to promptly prevent a reoccurrence of any unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of State or citizen data and records.
- E.** Supplier acknowledges that any improper use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of any State data or records to others may cause immediate and irreparable harm to the Customer and certain beneficiaries and may violate state or federal laws and regulations. If the Supplier or its Affiliates, parent company, subsidiaries, employees, officers, directors, assignees, agents, representatives, independent contractors, and subcontractors improperly use, appropriate, sell, assign, convey, provide, release, access, acquire, disclose or otherwise disseminate such confidential information to any person or entity in violation of this Master Agreement or other Contract Document, the Customer will immediately be entitled to injunctive relief and/or any other rights or remedies available to the Customer under a Contract, at equity or pursuant to applicable statutory, regulatory, and common law without a cure period.
- F.** The Supplier shall immediately forward to the Chief Information Officer and any other person listed in the Notice(s) section of an applicable Contract, any request by a third party for data or records in the possession of the Supplier, an Affiliate or any subcontractor or to which the Supplier, Affiliate or subcontractor has access. Supplier shall fully cooperate, and cause any applicable Affiliate or

subcontractor to cooperate, with all efforts to protect the security and confidentiality of such data or records in response to a third-party request.

- G.** Customer may be provided access to Supplier Confidential Information. If Customer is a state agency, Customer is subject to the Oklahoma Open Records Act and Supplier acknowledges information marked as confidential will be disclosed to the extent permitted under the Open Records Act and in accordance with this Section. Nothing herein is intended to waive the State Purchasing Director's authority under OAC 260:115-3-9 in connection with Bid information requested to be held confidential by Supplier. Notwithstanding the foregoing, Supplier Confidential Information shall not include information that: (i) is or becomes generally known or available by public disclosure, commercial use or otherwise and is not in contravention of this Master Agreement; (ii) is known and has been reduced to tangible form by the receiving party before the time of disclosure for the first time under a Contract and without other obligations of confidentiality; (iii) is independently developed by the Customer without the use of any of the Supplier's Confidential Information; or (iv) is lawfully obtained from a third party (without any confidentiality obligation) who has the right to make such disclosure. In addition, the obligations in this Section shall not apply to the extent that the Customer is required by law or regulation to disclose the Supplier Confidential Information, provided that the Customer provides reasonable written notice, pursuant to Contract notice provisions, to the Supplier so that the Supplier may promptly seek a protective order or other appropriate remedy.
- H.** Customer will protect the Supplier Confidential Information from unauthorized dissemination and use with the same degree of care that it uses to protect its own confidential information and, in any event, will use no less than a reasonable degree of care in protecting such Supplier Confidential Information. Customer will use the Supplier Confidential Information only for purposes necessary to directly further the purposes of a Contract. Except as otherwise set forth in this Section, State will not disclose Supplier Confidential Information to third parties without the prior written consent of Supplier.

XXVI. Security of Property

In connection with Supplier's performance under a Contract, Supplier may have access to Customer personnel premises, equipment, and other tangible personal property. Supplier shall use commercially reasonable efforts to preserve the safety and security of such personnel, premises, equipment, and other tangible personal property of the Customer, in accordance with the reasonable instruction of the Customer. Supplier shall be

responsible for damage to Customer's equipment, workplace, and its contents when such damage is caused by its employees, an Affiliate, agent or subcontractor and shall be responsible for loss of Customer property solely in its possession, regardless of cause. If Supplier fails to comply with Customer's security requirements, then Customer may immediately suspend the applicable Contract or take such other action appropriate with respect to the severity of the violation.

XXVII. Background Checks and Criminal History Investigations

Prior to the commencement of any services, background checks and criminal history investigations of the Supplier's employees and subcontractors who will be providing services to a Customer may be required. The costs of additional background checks beyond Supplier's normal hiring practices shall be the responsibility of the Customer unless such additional background checks are required solely because Supplier will not provide results of its otherwise acceptable normal background checks; in such an instance, Supplier shall pay for the additional background checks. Supplier will coordinate with the State and its employees to complete the legally required background checks and criminal history investigations. Should any employee or subcontractor of the Supplier who will be providing services to a Customer under the Contract not be acceptable to the Customer as a result of the background check or criminal history investigation, the Customer may require replacement of the employee or subcontractor in question and, if no suitable replacement is made within a reasonable time, terminate the purchase order or other payment mechanism associated with the project or services.

XXVIII. Assignment and Permitted Subcontractors

- A.** Supplier's obligations under this Master Agreement or a Contract may not be assigned or transferred to any other person or entity without the prior written consent of the State which may be withheld at the State's sole discretion but shall not be unreasonably withheld or delayed. Should Supplier assign its rights to payment, in whole or in part, under a Contract, Supplier shall provide the State and all affected Customers with written notice of the assignment. Such written notice shall be delivered timely and contain details sufficient for affected Customers to perform payment obligations without any delay caused by the assignment.
- B.** Notwithstanding the foregoing, the assignment or transfer of a Contract, in whole or in part, to a Supplier Affiliate or to a successor organization by merger or acquisition does not require the consent of the State but Supplier shall provide

prompt written notice of such assignment or transfer to the State and with any necessary cooperation from the State, to affected Customers. In any such case, said Supplier Affiliate or successor organization shall by operation of law or expressly in writing assume all assigned or transferred obligations of the Supplier as fully as if it had been originally made a party to the Contract. It is not considered an assignment for Supplier to divest a portion of its business in a manner that similarly affects all of its customers. Any assignment or delegation in violation of this subsection shall be void.

- C.** Supplier shall remain solely responsible for its obligations under the terms of a Contract and for its actions and omissions and those of its Affiliates, agents, employees and subcontractors. Any proposed subcontractor shall be identified by entity name, and by employee name if required by the particular Acquisition, in the applicable proposal and shall include the nature of the services to be performed. Prior to a subcontractor being utilized by the Supplier, the Supplier shall obtain written approval of the Customer of such subcontractor and each employee, as applicable to a particular Acquisition, of such subcontractor proposed for use by the Supplier. Such approval is within the sole discretion of the State but shall not be unreasonably withheld or delayed. As part of the approval request, the Supplier shall provide a redacted copy of a written agreement executed by the Supplier and subcontractor setting forth that such subcontractor is bound by and agrees to perform, as applicable, substantively the same covenants and be subject to substantively the same conditions, and make substantively the same certifications to the same facts and criteria, as the Supplier under the terms of all applicable Contract Documents. Supplier agrees that maintaining such agreement with any subcontractor and obtaining prior approval by the State of any subcontractor and associated employees shall be a continuing obligation. The State further reserves the right to revoke approval of a subcontractor or an employee thereof in instances of poor performance, misconduct or for other similar reasons.
- D.** All payments under a Contract shall be made directly to the Supplier, except as provided in Section A above regarding the Supplier's assignment of payment. No payment shall be made to the Supplier for performance by unapproved or disapproved employees of the Supplier, an Affiliate or a subcontractor as referenced in subsection C above.
- E.** A Customer may transfer all or a portion of its rights and/or obligations under a Contract in compliance with applicable State or federal law or regulations at no additional cost to the transferring or transferee Customer.

XXIX. Failure to Enforce

Failure by the any party as applicable, at any time to enforce a provision of, or exercise a right under, this Master Agreement or a Contract shall not be construed as a waiver of any such provision. Such failure to enforce or exercise shall not affect the validity of any Contract Document, or any part thereof, or the right of a party to enforce any provision of, or exercise any right under, this Master Agreement or such Contract at any time in accordance with its terms. Likewise, a waiver of a breach of any provision of a Contract Document shall not affect or waive a subsequent breach of the same provision or a breach of any other provision in the Contract.

XXX. Supplier's Compliance with Customer Policies

The Supplier's employees, Affiliates, agents and subcontractors must adhere to the written Customer policies applicable to the Services.

XXXI. Mutual Responsibilities

- A.** Neither the Supplier nor any Customer grants the other the right to use any trademarks, trade names, other designations in any promotion or publication without the express written consent by the other party.
- B.** Any Contract associated with this Master Agreement is a non-exclusive contract and each party is free to enter into similar agreements with others.
- C.** The State and Customer, collectively, and Supplier each grant the other only the licenses and rights specified herein or in an associated Contract and all other rights and interests are expressly reserved.
- D.** The Customer and Supplier shall reasonably cooperate with each other and any vendor to which Services under a Contract may be transitioned after termination or expiration of the Contract.
- E.** Except as otherwise set forth herein, where approval, acceptance, consent, or similar action by a Customer, the State or the Supplier is required under a Contract, such action shall not be unreasonably delayed or withheld.

XXXII. Patents and Copyrights

Without exception, a Service price shall include all royalties or costs owed by the Supplier to any third party arising from the use of a patent, intellectual property or

copyright. Should any third party threaten or make a claim that any portion of a Service provided by Supplier under a Contract infringes that party's patent or copyright, Supplier shall enable Customers to legally continue to use, or modify for use, the portion of the Service at issue, or re-perform or redeliver the Service, with at least a functional non-infringing equivalent provided that claimed infringement does not arise out of or result from: (a) Customer's or a User's content; (b) modifications to the Service by Customer or a third party not authorized by Supplier, or combinations of the Service with any non-Supplier services or products by Customer unless provided by or on behalf of Supplier; (c) Supplier's adherence to Customer's written requirements; or (d) use of a Service in violation of this Agreement. Supplier's duty under this Section shall extend to include other Services rendered materially unusable as intended due to replacement or modification of the Services at issue. If the options described in this Section are not reasonably available, Supplier may at its option terminate the affected Service or Service Components. Any amount paid to Supplier in the form of prepaid fees that are unused when any such affected Service is no longer available to the Customer, shall be refunded to Customer. Any remedy provided to a Customer under this section is not an exclusive remedy and Customer waives no legal or equitable remedies by acceptance of relief provided by Supplier under this section.

XXXIII. Indemnification

A. Acts or Omissions

- i.** Supplier shall defend, indemnify and hold harmless the Indemnified Parties, as applicable, from any and all liability, claims, damages, losses, costs, expenses, demands and suits (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification in the event that Supplier disputes the right of Customer to raise the claim and the right is subsequently upheld in a Court of Law) arising out of, or resulting from any action or claim for bodily injury, death, or property damage brought against any of the Indemnified Parties to the extent arising from any negligent act or omission or willful misconduct of the Supplier or its agents, employees, Affiliates or subcontractors in the execution or performance of a Contract.
- ii.** To the extent Supplier is found liable for loss, damage, or destruction of any property of Customer due to negligence, misconduct, wrongful act, or omission on the part of the Supplier, its employees, an Affiliate, agent, representative, or subcontractor, the Supplier and Customer shall use best efforts to mutually negotiate an equitable settlement amount to repair or

replace the property unless such loss, damage or destruction is of such a magnitude that repair or replacement is not a reasonable option. Such amount shall be invoiced by the Customer and is payable by Supplier sixty (60) calendar days after the date of the Supplier's receipt of an invoice for the negotiated settlement amount.

B. Infringement

Supplier shall indemnify, defend and hold harmless the Indemnified Parties, as applicable, from all liability, claims, damages, losses, costs, expenses, demands, suits and actions of third parties (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification in the event that Supplier disputes the right of Customer to raise the claim and the right is subsequently upheld in a Court of Law)) arising from or in connection with Supplier's breach of its representations and warranties in a Contract or infringement of any patent, copyright, trade and service mark, trade secret or any other intellectual or intangible property rights in connection with Services provided under the Contract. Supplier's duty under this subsection 33.B is reduced to the extent a claimed infringement results from (a) a Customer's or User's content; (b) modifications to the Service by Customer or a third party not authorized by Supplier or combinations of the Service with any non-Supplier-provided services or products unless provided by or on behalf of Supplier; or (c) use of a Service in violation of a Contract. For purposes of this Section only, the definition of "Service" found in Attachment A, 1.15 "Services" shall not include Purchased Equipment, Software or Third Party Services.

C. Notice and Cooperation

In connection with indemnification under a Contract, the parties agree to furnish prompt written notice to each other of any third-party claim. Any Customer affected by the claim will reasonably cooperate with Supplier and defense of the claim to the extent its interests are aligned with Supplier. Supplier shall use counsel reasonably experienced in the subject matter at issue and will not settle a claim without the written consent of the party being defended, which consent will not be unreasonably withheld or delayed, except that no consent will be required to settle a claim against Indemnified Parties, that are not a State agency, where relief against the Indemnified Parties is limited to monetary damages that are paid by the defending party under indemnification provisions of the Contract.

D. Coordination of Defense

In connection with indemnification under a Contract or this Master Agreement, when a State agency is a named defendant in any filed or threatened lawsuit, the defense of the State agency shall be coordinated by the Attorney General of Oklahoma, or the Attorney General may authorize the Supplier to control the defense and any related settlement negotiations; provided, however, Supplier shall not agree to any settlement of claims against the State without obtaining advance written concurrence from the Attorney General. If the Attorney General does not authorize sole control of the defense and settlement negotiations to Supplier, Supplier shall have authorization to equally participate in any proceeding related to the indemnity obligation under the Contract and shall remain responsible to indemnify and hold harmless the applicable Indemnified Parties.

XXXIV. Limitation of Liability

- A.** With respect to any claim or cause of action arising under or related to a Contract, neither the State nor any Customer shall be liable to Supplier for lost profits, lost sales or business expenditures, investments, or commitments in connection with any business, loss of any goodwill, or for any other indirect, incidental, punitive, special or consequential damages to the extent allowed by applicable law, even if it is advised of the possibility of such damages.
- B. EXCEPT AS SET FORTH IN STATUTE OR APPLICABLE LAW, EITHER PARTY'S ENTIRE LIABILITY AND THE OTHER PARTY'S EXCLUSIVE REMEDY FOR DAMAGES ON ACCOUNT OF ANY CLAIM ARISING OUT OF THIS AGREEMENT AND ANY ASSOCIATED CONTRACT SHALL BE:**
 - (i)** EXCEPT FOR LIABILITY SET FORTH IN SUBSECTION (iv) BELOW, FOR BODILY INJURY, DEATH OR DAMAGE TO REAL PROPERTY OR TO TANGIBLE PERSONAL PROPERTY PROXIMATELY CAUSED BY A PARTY'S NEGLIGENCE, PROVEN DIRECT DAMAGES;
 - (ii)** FOR BREACH OF CONFIDENTIALITY, INDEMNITY, INTELLECTUAL PROPERTY, DATA SECURITY AND BREACH NOTIFICATION OBLIGATIONS AND TRADEMARKS, PROVEN DAMAGES;
 - (iii)** FOR ANY THIRD-PARTY CLAIMS, THE REMEDIES AVAILABLE UNDER INDEMNIFICATION PROVISIONS OF THIS MASTER AGREEMENT AND ANY ASSOCIATED CONTRACT;

- (iv) FOR CLAIMS ARISING FROM A PARTY'S FRAUD, WILLFUL INJURY TO PERSON OR PROPERTY OR VIOLATION OF LAW, WHETHER WILLFUL OR NEGLIGENT, PROVEN DAMAGES; AND
- (v) FOR CLAIMS OTHER THAN THOSE SET FORTH IN SUBSECTIONS B(i)-(iv) ABOVE, PROVEN DIRECT DAMAGES NOT TO EXCEED THE TOTAL AMOUNT PAYABLE TO VENDOR BY CUSTOMER FOR THE AFFECTED SERVICE DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE MONTH IN WHICH THE CLAIM AROSE.

C. Notwithstanding Section II "Order of Precedence" or anything to the contrary in this Master Agreement, the parties may agree to a modified limitation of liability that will be set forth in a Pricing Schedule, Statement of Work or other Contract Document.

XXXV. Intentionally Omitted

XXXVI. Intentionally Omitted

XXXVII. Miscellaneous

A. Invalid Term or Condition

To the extent any term or condition in a Contract conflicts with an applicable State and/or United States law or regulation, such Contract term or condition is void and unenforceable. By executing any Contract Document which contains a conflicting term or condition, Customer makes no representation or warranty regarding the enforceability of such term or condition and Customer does not waive the applicable State and/or United States law or regulation which conflicts with the Contract term or condition.

B. Severability

If any provision of a Contract Document, or the application of any term or condition to any party or circumstances, is held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable and the application of such provision to other parties or circumstances shall remain valid and in full force and effect. If a court finds that any provision of this contract is invalid or unenforceable, but that by limiting such provision it would

become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

C. Section Headings

The headings used in any Contract Document are for convenience only and do not constitute terms of the Contract.

D. Sovereign Immunity

Notwithstanding any provision in a Contract, neither the State nor any Customer waives its sovereign immunity or immunity from suit.

E. Survival

As applicable, performance under all license, subscription, service agreements and other similar Contract Documents entered into between Supplier and any Customer under the terms of a Contract shall survive expiration or termination of the Contract. Additionally, rights and obligations under the Contract which by their nature should survive including, but not limited to, certain payment obligations invoiced prior to expiration or termination; confidentiality obligations, security incident and data breach obligations and indemnification obligations remain in effect after expiration or termination of the Contract.

F. Entire Agreement

The Contract Documents taken together as a whole constitute the entire agreement between a Customer and Supplier. No statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained in a Contract Document shall be binding or valid.

G. Gratuities

A Contract may be immediately terminated, in whole or in part, by written notice if it is determined that the Supplier, its employee, Affiliate, agent, or another representative offered or gave a gratuity to any Customer employee directly involved in the Contract. In addition, a Supplier determined to be guilty of such a violation may be suspended or debarred.

H. Import/Export Controls

Neither party will use, distribute, transfer or transmit any equipment, services, software or technical information provided under a Contract (even if incorporated into other products) except in compliance with all applicable import and export laws, conventions and regulations.

I. Electronic Transactions

Any Contract Document shall be legibly written in ink or typed. All transactions related to this Master Agreement or an associated Contract may be conducted by electronic means pursuant to the Oklahoma Uniform Electronic Transactions Act.

J. Previous Master Agreements

This Master Agreement shall supersede any and all previous master agreements between the parties before the Master Agreement Effective Date.

XXXVIII. Information Technology and Telecommunication Provisions

The parties agree to the following terms in addition to any Acquisition-specific terms for any information technology or telecommunication Services:

A. Termination of Maintenance and Support Services

Customer may terminate maintenance or support Services without an adjustment charge, provided any of the following circumstances occur:

- i.** Customer removes the product for which the Services are provided, from productive use or;
- ii.** The location at which the Services are provided is no longer controlled by Customer (for example, because of statutory or regulatory changes or the sale or closing of a facility).

If Customer chooses to renew maintenance or support after maintenance has lapsed, Customer may choose to pay the additional fees, if any, associated with renewing a license after such maintenance or support has lapsed, or to purchase a new license.

B. Compliance and Electronic and Information Technology Accessibility

State procurement of information technology is subject to certain federal and State laws, rules and regulations related to information technology accessibility, including but not limited to Oklahoma Information Technology Accessibility Standards set forth at http://www.ok.gov/cio/documents/isd_itas.pdf. Supplier shall provide a Voluntary Product Accessibility Template (“VPAT”) describing accessibility compliance via a URL linking to the VPAT and shall update the VPAT as necessary in order to allow a Customer to obtain current VPAT information as required by State law. If products require development or customization, additional requirements and documentation may be required and compliance shall be necessary by Supplier. Such requirements may be stated in appropriate documents including but not limited to a statement of work, riders, agreement, purchase order or Addendum.

All representations contained in the VPAT provided will be relied upon by the State or a Customer, as applicable, for accessibility compliance purposes.

C. Media Ownership (Disk Drive and/or Memory Chip Ownership)

- i. Any disk drives and memory cards purchased with or included for use in leased or purchased products under a Contract remain the property of the Customer.
- ii. Personal information may be retained within electronic media devices and components; therefore, electronic media shall not be released either between Customers or for the resale, of refurbished equipment that has been in use by a Customer, by the Supplier to the general public or other entities. This provision applies to replacement devices and components, whether purchased or leased, supplied by Supplier, an Affiliate, agent or subcontractor during the downtime (repair) of products purchased or leased through a Contract. If a device is removed from a location for repairs, the Customer shall have sole discretion, prior to removal, to determine and implement sufficient safeguards (such as a record of hard drive serial numbers) to protect personal information that may be stored within the hard drive or memory of the device.

D. Offshore Services

Supplier shall obtain prior written approval of the State within a reasonable time of any offshore services contemplated to be provided

under a Contract; provided, however, Supplier acknowledges and agrees that certain Acquisitions may involve federal or state laws or regulations that forbid offshore services and Supplier shall comply with such laws or regulations, as applicable. For the avoidance of doubt, this clause shall not apply to support and administrative functions such as ordering and billing. State data shall not be used or accessed internationally for troubleshooting or any other use not specifically provided for herein without the prior written permission, which may be withheld in the State's sole discretion, from the appropriate authorized representative of the State.

E. Emerging Technologies

The State of Oklahoma reserves the right to enter into an Addendum to a Contract at any time to allow for emerging technologies not identified elsewhere in the Contract Documents if there are repeated requests for such emerging technology or the State determines it is warranted to add such technology.

F. Intentionally Omitted

G. Intellectual Property Ownership

Terms related to development of new or customized software are not included in this Master Agreement. At such time Supplier and Customer agree to work involving such development, the parties agree to negotiate applicable intellectual property provisions.

H. OMES Information Services Relationship

Pursuant to the Oklahoma Information Technology Consolidation and Coordination Act, OMES Information Services is designated to purchase information technology and telecommunication products and services on behalf of the State. The Act directs OMES Information Services to acquire necessary hardware, software and services and to authorize the use by other State agencies. OMES, as the owner of information technology and telecommunication assets and contracts on behalf of the State, allows other State agencies to use the assets while retaining ownership and the right to reassign the assets upon written notification to Supplier.

I. Intentionally Omitted

J. Intentionally Omitted

K. Change Management

When a scheduled change is made to Services provided to a Customer that impacts the Customer's system related to such product or service, Supplier shall provide two (2) weeks' prior written notice of such change. When the change is an emergency change, Supplier shall provide twenty-four (24) hours' prior written notice of the change. Repeated failure to provide such notice may be an evaluation factor (as indicative of Supplier's past performance) if future bids submitted by Supplier are evaluated by the State.

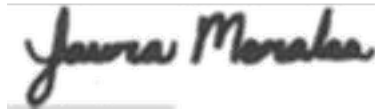
[Remainder of Page Intentionally Left Blank]

Signature Block

IN WITNESS WHEREOF, each person executing this Master Agreement below represents that he or she is authorized to enter into this Master Agreement on behalf of such party and each party expressly agrees to the terms and conditions of this Master Agreement.

VENDOR:

AT&T Corp.



Laura Morales Contract Specialist CGI

09 Sep 2019

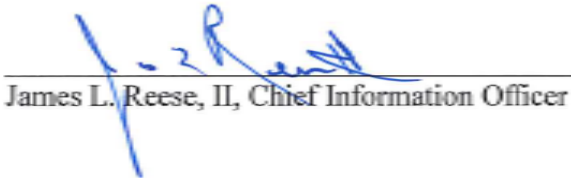
AS574H

[Printed Name and Title]

Date

STATE:

State of Oklahoma by and through the Office of Management and Enterprise Services



James L. Reese, II, Chief Information Officer

8/27/19
Date

Attachment A

Contract Terms Specific to Supplier

1. Definitions

The following terms shall have the meaning set forth below in addition to defined terms otherwise set forth in this Master Agreement, another Contract Document and this Attachment A:

- 1.1 “Acceptable Use Policy” or “AUP”** shall mean Supplier’s Acceptable Use Policy that applies to (i) services provided over or accessing the Internet and (ii) wireless (i.e., cellular) data and messaging services. The AUP can be found at att.com/aup or other locations Supplier may designate.
- 1.2 “Affiliate”** of a party means any entity that controls, is controlled by or is under common control with such party.
- 1.3 “API”** means an application program interface used to make a resources request from a remote implementer program. An API may include coding, specifications for routines, data structures, object classes, and protocols used to communicate between programs.
- 1.4 “AT&T Software”** means software, including APIs, and all associated written and electronic documentation and data owned by Supplier and licensed by Supplier to Customer. AT&T Software does not include software that is not furnished to Customer.
- 1.5 “Customer Personal Data”** means information that identifies an individual, that Customer directly makes accessible to Supplier and that Supplier collects, holds or uses in the course of providing the Services.
- 1.6** Intentionally Omitted.
- 1.7** Intentionally Omitted.
- 1.8 “Guidebooks”** shall mean documents (designated as Guidebooks or Price Lists) containing the descriptions, pricing and other terms and conditions for a Service

that were but no longer are filed with regulatory authorities; Guidebooks can be found at att.com/servicepublications or other locations Supplier may designate.

- 1.9 “Hazardous Materials”** mean, pursuant to 49 C.F.R. §171.8, any substance or material capable of posing an unreasonable risk to health, safety or property when transported in commerce.
- 1.10 Intentionally Omitted**
- 1.11 Intentionally Omitted**
- 1.12 Intentionally Omitted**
- 1.13 “Pricing Schedule”** shall mean a pricing schedule (including related attachments) or other order document that is attached to or is later executed by the parties and references a Contract. A Pricing Schedule includes the Services being provided, the pricing (including discounts and commitments, if applicable) and the pricing schedule term (**“Pricing Schedule Term”**).
- 1.14 “Purchased Equipment”** means equipment or other tangible products Customer purchases under a Contract, including any replacements of Purchased Equipment provided to Customer. Purchased Equipment also includes any internal code required to operate such Equipment. Purchased Equipment does not include Software but does include any physical media provided to Customer on which Software is stored.
- 1.15 “Services”** shall mean all products and services Supplier provides Customer pursuant to a Contract.
- 1.16 “Service Component”** means an individual component of a Service provided under a Contract.
- 1.17 “Service Guides”** shall mean descriptions, pricing and other terms and conditions for a Service, not covered by a Tariff or Guidebook; which can be found at att.com/servicepublications or other locations Supplier may designate.
- 1.18 “Service Publications”** means Tariffs, Guidebooks, Service Guides and the AUP.
- 1.19 “Site”** means a physical location, including Customer’s collocation space on Supplier’s or its Affiliate’s or subcontractor’s property, where Supplier installs or provides a Service.

- 1.20 “Software”** means AT&T Software and Supplier Software.
- 1.21 “Tariffs”** shall mean documents containing the descriptions, pricing and other terms and conditions for a service that Supplier or its Affiliates file with regulatory authorities. Tariffs can be found at att.com/servicepublications or other locations Supplier may designate.
- 1.22 “Third-Party Service”** means a service provided directly to Customer by a third party under a separate agreement between Customer and the third party.
- 1.23 “User”** means a Customer employee or contractor provided use or access by Customer to any Service provided to Customer. Customer will cause Users to comply with applicable Contract terms and is responsible for Users’ use of any Service unless expressly provided to the contrary in an applicable Service Publication or other Contract Document.
- 1.24 “Supplier Software”** means software, including APIs, and all associated written and electronic documentation and data Supplier furnishes to Customer, other than AT&T Software.

2 Revisions to Service Publications

- 2.1** AT&T shall not apply a Service Publication or any revision to a Service Publication to Customer in a manner inconsistent with this Master Agreement or an associated Contract, including Pricing Schedules, unless required to do so by law.
- 2.2** Subject to the subsection 2.1, AT&T may revise a Service Publication to enhance the functionality of an existing Service Component or add a new Service Component, to change non-stabilized pricing, to make a change required by governmental authority, or to assess or change assessments of government-related recovery fees, surcharges or taxes. AT&T shall not otherwise apply to Customer a revision to a Service Publication in a manner that has a materially adverse effect on Customer during any Pricing Schedule Term or other minimum period applicable to an affected Service Component.
- 2.3** To the extent that AT&T makes generally available to its customers a system for providing notice of any changes to a Service Publication, AT&T shall make that system available to Customer.

- 2.4 Customer may subscribe to the subscription service available under “Tools” at the following URL: <http://serviceguidenew.att.com/> This service will automatically notify the Customer’s designated point of contact monthly of modifications to the applicable Service Guide(s) related to the applicable Contract. Customer must select the applicable Service Guide(s) as part of the subscription process.
- 2.5 AT&T will provide written product roadmaps on mutually agreed Services for the State no less than one time per year.

3. Execution by Affiliates

A Supplier Affiliate may sign a Pricing Schedule in its own name, incorporating terms including, but not limited to, this Master Agreement. Supplier will cause its Affiliates to comply with any such Contract Document.

4. Supplier Deliverables

- 4.1 With respect to Services, Supplier will either provide or arrange to have a Supplier Affiliate provide Services to Customer and its Users, subject to the availability and operational limitations of systems, facilities and equipment. Where required, a Supplier Affiliate authorized by the appropriate regulatory authority will be the service provider. If an applicable Service Publication expressly permits placement of an order for a Service without the execution of a Pricing Schedule, Customer may place such an order using Supplier’s standard ordering processes (an “**Order**”), and upon acceptance by Supplier, the Order shall otherwise be deemed a Pricing Schedule for the Service ordered.
- 4.2 Services may be provided using equipment owned by Supplier that is located at the Site (“**AT&T Equipment**”), but title to the AT&T Equipment will remain with Supplier unless otherwise agreed between the parties. If the Site is on Customer’s property, Customer will (i) use commercially reasonable efforts to provide adequate space and electric power for the AT&T Equipment; (ii) keep the AT&T Equipment physically secure and free from liens and encumbrances associated with Customer’s use of the Services; and (iii) bear the risk of loss or damage to the AT&T Equipment (other than ordinary wear and tear) if such loss or damage is caused by Customer.
- 4.3 **LOCAL ACCOUNT TEAM.** AT&T will maintain account team resources residing in Oklahoma that have extensive experience in the Customer’s current Products and Services. The account team will be knowledgeable of the

Customer's internal operations and be capable of providing support for sales, technical consulting, upgrades, installation, provisioning, repair, and billing. The account team must consist of a designated Account Manager, Service Manager, Sales Manager, Technical Sales Consultant, Project Manager and back office support for order and billing.

- 4.4** Supplier Software, Purchased Equipment and Third-Party Services may be provided subject to the terms of a separate license or other agreement between Customer and either the licensor, the third-party service provider or the manufacturer; provided, however, Customer shall not be liable for obligations or covenants under any such other agreement unless Customer has received a copy prior to acquisition of the Supplier Software, Purchased Equipment or Third-Party Services. A future revision of information set forth at the following link is not deemed receipt of a copy of a separate license or other agreement applicable to a particular Contract but, in connection with execution of this Master Agreement, such licenses can be found at <https://www.att.com/legal/business.html>. Supplier shall pass through to Customer any warranties for Purchased Equipment and Supplier Software available from the manufacturer or licensor. The manufacturer or licensor, and not Supplier, is responsible for any such warranty terms and commitments. SUBJECT TO A CUSTOMER'S RIGHT TO INSPECT AND ACCEPT GOODS, ALL VENDOR SOFTWARE AND PURCHASED EQUIPMENT IS OTHERWISE PROVIDED TO CUSTOMER ON AN "AS IS" BASIS. Supplier's infringement indemnification obligations under a Contract shall not extend to claims based on Third-Party Services. Unless an Order, Pricing Schedule or Service Publication specifies otherwise, Supplier's sole responsibility with respect to Third-Party Services is to place Customer's orders for Third-Party Services, except that Supplier may invoice and collect payment from Customer for the Third-Party Services as expressly provided for in a Pricing Schedule.

5. Customer's Cooperation

- 5.1** Subject to Customer's security policies, Customer will in a timely manner allow Supplier access as reasonably required for the Services to property and equipment that Customer controls and will obtain at Customer's expense timely access for Supplier as reasonably required for the Services to property controlled by certain third parties such as Customer's landlord. In connection with the provision of Services under a Contract, Supplier will coordinate with and, except in an emergency, obtain Customer's consent to enter upon Customer's property and premises, which consent shall not be unreasonably withheld. Customer must

provide Supplier timely information and access to Customer's facilities and equipment as reasonably required for the Services. Customer will furnish any conduit, holes, wireways, wiring, plans, equipment, space, power/utilities and other items as reasonably required for the Services as set forth in an Order and will obtain any necessary licenses, permits and consents (including easements and rights-of-way) directly necessitated by Customer's furnishing such items. Subject to Supplier or its Affiliate performing its prior and preparatory obligations, Customer will have the Site ready for Supplier to perform its work, if the Site is on Customer's property, according to a mutually agreed schedule.

- 5.2** If the Site is on Customer's property, Customer will use commercially reasonable efforts to provide a safe working environment, free of Hazardous Materials and reasonably suitable for the Services at the location Supplier installs, maintains or provides Services. Supplier shall have no obligation to perform work at such a location that is not a suitable and safe working environment or to handle, remove or dispose of Hazardous Materials provided Supplier gives prompt written notice to Customer with a detailed description of the alleged deficiency. If Supplier encounters any Hazardous Materials at a Site on Customer's property, Supplier may suspend performance until Customer removes and remediates the Hazardous Materials at Customer's expense in accordance with applicable law; provided, however, Customer shall have no obligation under this subsection if (i) the Site is a colocation space and the Hazardous Materials are not caused by the Customer or (ii) the Hazardous Materials are caused by a condition of the Services provided by or on behalf of Supplier.
- 5.3** Customer may not resell services or rebrand services for resale to third parties without Supplier's prior written consent. Notwithstanding the foregoing sentence, the parties agree that a Customer's compliance with applicable State or federal law or regulations is not reselling or rebranding services in violation of this Section.

6. Pricing and Billing

- 6.1** The prices listed in a Pricing Schedule are stabilized until the end of the Pricing Schedule Term and will apply in lieu of the corresponding prices set forth in the applicable Service Publication. Unless otherwise agreed in writing, no promotion, credit, discount or waiver set forth in a Service Publication will apply. Unless the Pricing Schedule states otherwise, at the end of the Pricing Schedule Term, Customer may continue Services under a month-to-month service arrangement for a period not to exceed twelve (12) months at the prices, terms and conditions in

effect on the last day of the Pricing Schedule Term (“**Transition Period**”) except where Supplier has terminated the Pricing Schedule for cause (as permitted under this Agreement) or due to a Service ceasing to be generally available to similarly situated customers. During the Transition Period, (i) no minimum purchase requirements or commitments of any kind shall apply, (ii) Supplier will not proactively discontinue and will use reasonable efforts to comply with Service Levels, but it will not be obligated to pay or issue service level or performance credits, and (iii) no benchmarking or rate reviews will take place. At the end of an applicable Transition Period, Supplier may change such prices on thirty (30) days’ prior written notice to Customer.

- 6.2 Prices set forth in a Pricing Schedule are exclusive of and Customer will pay all applicable taxes (unless Customer is exempt as specified in Section VI.A) surcharges, recovery fees, customs clearances, duties, levies, shipping charges and other similar charges (and any associated interest, as allowed by applicable law, resulting from Customer’s failure to timely pay such charges) but in no event, taxes on Supplier’s net income relating to the sale, transfer of ownership, installation, license, use or provision of the Services.
- 6.3 Intentionally Omitted.
- 6.4 Intentionally Omitted.
- 6.5 Customer will not be required to pay charges for Services initially invoiced more than six (6) months after close of the billing period in which the charges were incurred. If Customer disputes a charge, Customer will provide notice to Supplier specifically identifying the charge and the reason it is disputed within six (6) months after receipt of the invoice in which the disputed charge initially appears. The portion of charges in dispute may be withheld and will not be considered overdue unless Supplier completes its investigation of the dispute, it is determined the Customer owes some or all of the disputed charges and payment is not made in accordance with applicable State law. Following Supplier’s written notice of the results of its investigation to Customer, payment of all properly due charges must be made in accordance with State law. Supplier will reverse any charges that were invoiced in error. The Customer does not waive any right to withhold payment for Services not received or accepted and may pursue all administrative and legal rights and remedies if Customer disputes, in good faith, Supplier’s unilateral investigation results.

- 6.6** Bona fide disputes concerning invoices shall be addressed by the appropriate Supplier billing dispute center pursuant to Supplier's established methods and procedures, after the dispute is referred to the billing dispute center by either Customer or Supplier's team assigned to Customer's account. If the dispute cannot be resolved by the billing dispute center within 30 days from the referral to the billing dispute center, the dispute shall be escalated to the parties' representatives as specified below.

<u>VENDOR</u>	<u>CUSTOMER</u>	<u>TIME TO ADDRESS</u>
Client Business Manager	As designated in an Order or Contract	30 days
Sales Center Vice President		15 days
Regional Vice President		15 days

Supplier retains a lien and purchase money security interest in each item of Purchased Equipment or Supplier Software associated with a particular Acquisition until Customer pays all sums due for such Purchased Equipment or Supplier Software. Supplier is authorized to sign and file a financing statement to perfect such security interest.

7. Privacy

- 7.1** Each party is responsible for complying with the privacy laws applicable to its business. Supplier shall require its personnel, Affiliates, agents and subcontractors around the world who access, process or store Customer Personal Data to protect Customer Personal Data in accordance with applicable data protection laws and regulations. Customer is responsible for obtaining consent from and giving notice to its Users, employees and agents regarding Customer's collection and use of the User, employee or agent information in connection with a Service. Supplier shall not collect Customer Personal Data outside service usage data without obtaining the prior written approval of Customer. Customer will only make accessible or provide Customer Personal Data to Supplier when it has the legal authority to do so. Unless otherwise directed by Customer in writing, if Supplier designates a dedicated account representative as Customer's primary contact with Supplier, Customer authorizes that representative to discuss and disclose Customer's proprietary network information to any employee or agent of Customer as necessary to perform an Order for the Customer.
- 7.2** For purposes of this Section, Customer Personal Data shall not include: (i) intellectual property or materials owned, leased or licensed by Supplier or its subcontractors; (ii) Confidential Information of Supplier, or any of its

subcontractors; (iii) to the extent that data and information does not identify the Customer, internal data and information of Supplier and its subcontractors regarding network traffic, service performance and service delivery (but excluding any content of such network traffic) collected or developed by Supplier and its subcontractors in providing the Services and (iv) other internal data and information of Supplier and its subcontractors that is not specific to the Customer (e.g., subcontractor personnel information, costs, and internal review documents) and does not identify the Customer.

8. Disclaimer of Liability and Warranties

8.1 SUPPLIER WILL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATING TO: INTEROPERABILITY, ACCESS OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, DATA, EQUIPMENT, SERVICES, CONTENT OR NETWORKS PROVIDED BY CUSTOMER OR THIRD PARTIES; SERVICE DEFECTS, SERVICE LEVELS, DELAYS OR ANY SERVICE ERROR OR INTERRUPTION, INCLUDING INTERRUPTIONS OR ERRORS IN ROUTING OR COMPLETING ANY 911 OR OTHER EMERGENCY RESPONSE CALLS OR ANY OTHER CALLS OR TRANSMISSIONS (EXCEPT FOR CREDITS EXPLICITLY SET FORTH IN A CONTRACT DOCUMENT); LOST OR ALTERED MESSAGES OR TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF CUSTOMER'S (OR ITS AFFILIATES', USERS' OR THIRD PARTIES') APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORKS OR SYSTEMS.

8.2 EXCEPT FOR INDEMNITY OBLIGATIONS AND REPRESENTATIONS AND WARRANTIES OTHERWISE PROVIDED UNDER THIS MASTER AGREEMENT OR A CUSTOMER CONTRACT, SUPPLIER MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT AND SPECIFICALLY DISCLAIMS ANY WARRANTY ARISING BY USAGE OF TRADE OR BY COURSE OF DEALING. FURTHER, SUPPLIER MAKES NO REPRESENTATION OR WARRANTY THAT TELEPHONE CALLS OR OTHER TRANSMISSIONS WILL BE ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING CALLS TO 911 OR ANY SIMILAR EMERGENCY RESPONSE NUMBER) AND MAKES NO GUARANTEE REGARDING NETWORK SECURITY, THE ENCRYPTION EMPLOYED BY ANY SERVICE, THE INTEGRITY OF ANY DATA THAT IS SENT, BACKED

UP, STORED OR SUBJECT TO LOAD BALANCING OR THAT VENDOR'S SECURITY PROCEDURES WILL PREVENT THE LOSS OR ALTERATION OF OR IMPROPER ACCESS TO CUSTOMER'S DATA AND INFORMATION. HOWEVER, NOTHING IN THIS SECTION 9 IS INTENDED TO NEGATE SUPPLIER'S OBLIGATIONS SET FORTH IN ANY CONTRACT DOCUMENT.

- 8.3** The disclaimer of warranties and limitations of liability set forth in this Master Agreement will apply regardless of the form of action, whether in contract, equity, tort, strict liability or otherwise, of whether damages were foreseeable and of whether a party was advised of the possibility of such damages and will apply so as to limit the liability of each party and its Affiliates and their respective employees, directors, subcontractors and suppliers. Notwithstanding anything to the contrary in a Contract, any limitation of liability shall not apply where applicable law does not allow exemption from liability. Notwithstanding Section II "Order of Precedence" or anything to the contrary in this Master Agreement, the parties may agree to a modified limitation of liability that will be set forth in a Pricing Schedule, Statement of Work or other Contract Document.

AT&T Price Quote for City of Chickasha

Your AT&T solution includes

- **AT&T Dedicated Internet**—an internet access service that combines a symmetrical, dedicated connection with symmetrical bandwidth (same download and upload speeds) and provides reliable, high-performance connectivity.

Why AT&T?

We're eager to put our expertise and resources to work for you.

As the largest communications company in the U.S. by revenue, we offer you

- Experienced professionals who deliver industry-leading solutions and outstanding customer service
- A legacy of technological innovation
- Award-winning networks, including America's best and most reliable 5G network¹ and AT&T Fiber®, ranked #1 in customer satisfaction for internet service providers²

AT&T Contact:

Brandon Williams
Client Solutions Executive 2

Email/Phone:

bw816x@att.com
405-697-1914

AT&T Dedicated Internet

Address	Access	CIR	MRC	NRC
117 N 4th St	100 Mbps	100 Mbps	\$ 500.00	\$ -
1530 W Country Club Rd	50 Mbps	50 Mbps	\$ 310.39	\$ -
1700 Harly Day Dr	50 Mbps	50 Mbps	\$ 310.39	\$ -
2001 W Iowa Ave	100 Mbps	100 Mbps	\$ 500.00	\$ -
203 Genevieve	50 Mbps	50 Mbps	\$ 310.39	\$ -
2344 Beechcraft Rd	50 Mbps	50 Mbps	\$ 310.39	\$ -
500 E Delaware	50 Mbps	50 Mbps	\$ 310.39	\$ -
900 W Grand Ave	50 Mbps	50 Mbps	\$ 310.39	\$ -
			\$ 2,862.34	\$ -

Important Information

1. America's best and most reliable 5G network based on nationwide 2021 GWS test data. GWS conducts paid drive tests for AT&T and uses the data in its analysis. AT&T 5G requires compatible rate plan and device. 5G is not available everywhere. Go to att.com/5Gforyou for details.
2. AT&T Fiber is rated #1 in customer satisfaction compared to the publicly measured internet service providers in the American Customer Satisfaction Index (ACSI). Claim based on 2021 ACSI survey of customers rating their own internet service provider's performance.

For ADI with Managed Router, the customer is responsible for the provisioning and monthly cost of one phone line for management and troubleshooting of the managed service and router.

AT&T may provide Entrance Facility Construction (EFC) for eligible customers, as explained in the Entrance Facility Construction section of the AT&T Business Service Guide General Provisions. Customers who do not qualify for AT&T EFC are responsible for providing the conduit/structure as well as the path from the property line to the demarcation point for access to the primary route.

Proposal Validity Period—The information and pricing contained in this proposal is valid for a period of 30 days from the date written on the proposal cover page unless rescinded or extended in writing by AT&T.

Terms and Conditions—This Proposal is conditioned upon negotiation of mutually acceptable terms and conditions.

Proposal Pricing—Pricing proposed herein is based upon the specific product/service mix and locations outlined in this Proposal. Any changes or variations in the proposed terms and conditions, the products/services/quantities, length of term, locations, and/or design described herein may result in different pricing. Prices quoted do not include applicable taxes, surcharges, or fees. In accordance with the tariffs or other applicable service agreement terms, Customer is responsible for payment of such charges.

Providers of Service—Subsidiaries and affiliates of AT&T Inc. provide products and services under the AT&T brand. Either AT&T Corp. or AT&T Mobility National Accounts LLC is the proposer for itself and on behalf of its service-providing affiliates.

Software—Any software used with the products and services provided in connection with this Proposal will be governed by the written terms and conditions applicable to such software. Title to software remains with AT&T or its supplier. Customer must comply with all such terms and conditions, and they will take precedence over any agreement between the parties as relates to such software.

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Sales Contact Information
STRICKLAND; DUSTIN
918-221-7916
ds905s@att.com

eSign Fax Cover Sheet

Contract Id: 2389137

To: AT&T Automated Fax Handling Service

From:

Fax: 877-374-4632 or 877-eSignFax

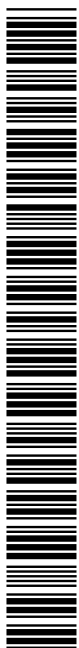
Total Pages: 9
(Excluding Fax Cover Sheet)

Or with Copiers / Scanners w/ email, Send To: esign@att.com

To sign via fax:

1. Sign, Title and Date the document where applicable,
2. Fax back documents in the following order:
 - I. eSign Fax Cover Sheet for Contract Id: 2389137
 - II. All Pages stamped with Contract Id: 2389137
3. If there are additional documents, use the corresponding eSign Fax Cover Sheet(s) as separator(s) and Fax back as in 2.I and 2.II.

(see Picture below)



Request Id: 2485718

Contract Id: 2389137



AT&T MA Reference No. 155834UA
AT&T PS Contract ID MIS14337605

**AT&T DEDICATED INTERNET
PRICING SCHEDULE**

Customer	AT&T
City of Chickasha Street Address: 117 N 4TH ST City: CHICKASHA State/Province: OK Zip Code: 730182601 Country: United States	AT&T Corp.
Customer Contact (for Notices)	AT&T Contact (for Notices)
Name: Chris Mosley Title: Manager Street Address: 117 N 4th St City: CHICKASHA State/Province: OK Zip Code: 730182601 Country: United States Telephone: 4052226020 Email: chris.mosley@chickasha.org	Name: Joanne Swanson Street Address: 509 S DETROIT AVE 1200 City: TULSA State/Province: OK Zip Code: 74120 Country: United States Telephone: 9185926108 Email: js8565@us.att.com Sales/Branch Manager: Valerie McClarty SCVP Name: Valerie McClard Sales Strata: Retail Sales Region: USA <u>With a copy (for Notices) to:</u> AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Solution Provider or Representative Information (if applicable) ☐	
Name: Company Name: Agent Street Address: City: State: Zip Code: Country: Telephone: Fax: Email: Agent Code:	

This Pricing Schedule is part of the Agreement between AT&T and Customer referenced above.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

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MIS Standard 2014 Rate Plan
ROME ID 1-H8UPGTI

08/30/2021
AT&T Solution No. FMO638369362388

**AT&T DEDICATED INTERNET
PRICING SCHEDULE****1. SERVICES**

Service	Service Publication Location
AT&T Dedicated Internet (ADI)	http://serviceguidenew.att.com/sg_flashPlayerPage/MIS
AT&T Bandwidth Services	http://serviceguidenew.att.com/sg_flashPlayerPage/BWS

2. PRICING SCHEDULE TERM AND EFFECTIVE DATES

Pricing Schedule Term*	24 months
Pricing Schedule Term Start Date	Effective Date of this Pricing Schedule
Effective Date of Rates and Discounts	Effective Date of this Pricing Schedule

*Price Stabilization does not apply to Services or Service Components that have been designated as grandfathered in the applicable Service Publication as of the Pricing Schedule Effective Date (Previously Grandfathered Service/Service Components). AT&T may change prices, discounts, terms or conditions for Previously Grandfathered Service/Service Components on 30 days' prior notice to Customer.

3. MINIMUM PAYMENT PERIOD

Service Components	Percent of Monthly Charges Due Upon Termination Prior to Completion of Minimum Payment Period	Minimum Payment Period per Service Component*
All Service Components	50%	Longer of 12 months or until the end of the Pricing Schedule Term

*The Minimum Payment Period does not apply to Previously Grandfathered Service/Service Components.

4. RATES (US Mainland, and HI only)**Section I: AT&T Dedicated Internet Access Bandwidth****Table 1: DNS Services**

Option	Undiscounted MRC
Additional Primary DNS (available in increments of up to 15 zones with a maximum of 150 Kilobytes of zone file data)	\$100 per DNS increment
Additional Secondary DNS (available in increments of up to 15 zones with a maximum of 150 Kilobytes of zone file data)	\$100 per DNS increment

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**AT&T DEDICATED INTERNET
PRICING SCHEDULE****Table 2: ADI Tele – Installation**

Discount: 100.00%

ADI Speed	Undiscounted ADI Installation Fee	Undiscounted ADI w/ Managed Router Installation Fee
56 Kbps	\$1,000	\$1,000
128 Kbps - 1.5 Mbps	\$1,000	\$1,000
NxT-1	\$2,500	\$2,500
Tiered/Full T-3	\$5,000	N/A
Tiered OC-3, OC-12, OC-48	\$10,000	N/A
Ethernet	\$1,500 [#]	\$1,500 ^{**}
10 Gig Ethernet* and up	\$1,500 [#]	\$1,500

* Service not available with MPLS PNT

**Pricing available for ADI speeds of 100 Mbps and below and with electrical interfaces only.

Pricing also applies to Service locations in Alaska

Table 3: On-Site Installation

Discount: 100.00%

ADI Speed	Undiscounted ADI w/ Managed Router Only Installation Fee
56 Kbps	\$999
128 Kbps - 1.5 Mbps	\$999
NxT-1	\$999
Tiered/Full T-3	\$1,000
Tiered OC-3, OC-12, OC-48	\$10,000
Ethernet	\$1,500*
10 Gig Ethernet and up	\$1,500
Nx10Gig Ethernet	\$3,500

* Pricing also applies to Service locations in Alaska.

Table 4: Flexible Bandwidth Billing Option – Ethernet*

ADI & ADI w/Managed Router Discount: 86.00% Applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.			Incremental Usage Fee Discount: 86.00% Applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.
Tiered Bandwidth Minimum Commitment	Undiscounted ADI MRC	Undiscounted ADI w/ Managed Router MRC	Undiscounted Incremental Usage Fee
ADI & ADI w/ Managed Router Discount for the following:			Incremental Usage Fee Discount for the following:
0.5 Mbps	\$257	\$385	\$940
1.0 Mbps	\$258	\$386	\$510
1.5 Mbps	\$259	\$387	\$380
2 Mbps	\$260	\$388	\$355

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**AT&T DEDICATED INTERNET
PRICING SCHEDULE**

ADI & ADI w/Managed Router Discount: 86.00% Applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.			Incremental Usage Fee Discount: 86.00% Applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.
Tiered Bandwidth Minimum Commitment	Undiscounted ADI MRC	Undiscounted ADI w/ Managed Router MRC	Undiscounted Incremental Usage Fee
ADI & ADI w/ Managed Router Discount for the following:			Incremental Usage Fee Discount for the following:
3 Mbps	\$261	\$389	\$340
4 Mbps	\$262	\$390	\$325
5 Mbps	\$263	\$391	\$270
6 Mbps	\$264	\$392	\$250
7 Mbps	\$265	\$393	\$245
8 Mbps	\$266	\$394	\$235
9 Mbps	\$267	\$395	\$230
ADI & ADI w/ Managed Router Discount for the following:			Incremental Usage Fee Discount for the following:
10 Mbps	\$268	\$396	\$198.00
15 Mbps	\$359	\$487	\$162.33
20 Mbps	\$449	\$577	\$144.25
25 Mbps	\$542	\$670	\$134.00
ADI & ADI w/ Managed Router Discount for the following:			Incremental Usage Fee Discount for the following:
30 Mbps	\$633	\$761	\$126.83
35 Mbps	\$680	\$854	\$122.00
40 Mbps	\$812	\$945	\$118.13
45 Mbps	\$817	\$950	\$105.56
ADI & ADI w/ Managed Router Discount for the following:			Incremental Usage Fee Discount for the following:
50 Mbps	\$813	\$955	\$95.50
60 Mbps	\$946	\$1,100	\$91.67
70 Mbps	\$1,032	\$1,200	\$85.71
75 Mbps	\$1,118	\$1,300	\$86.67
80 Mbps	\$1,204	\$1,420	\$88.75
90 Mbps	\$1,290	\$1,500	\$83.33
ADI & ADI w/ Managed Router Discount for the following:			Incremental Usage Fee Discount for the following:
100 Mbps	\$1,400	\$1,555	\$77.75
120 Mbps	\$1,770	\$1,937	\$80.71
144 Mbps	\$1,790	\$1,960	\$68.06
150 Mbps	\$1,800	\$1,965	\$65.50
155 Mbps	\$1,820	\$2,020	\$65.16
ADI & ADI w/ Managed Router Discount for the following:			Incremental Usage Fee Discount for the following:
200 Mbps	\$2,000	\$2,100	\$52.50
250 Mbps	\$2,150	\$2,240	\$44.80

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**AT&T DEDICATED INTERNET
PRICING SCHEDULE**

ADI & ADI w/Managed Router Discount: 86.00% Applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.			Incremental Usage Fee Discount: 86.00% Applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.
Tiered Bandwidth Minimum Commitment	Undiscounted ADI MRC	Undiscounted ADI w/ Managed Router MRC	Undiscounted Incremental Usage Fee
ADI & ADI w/ Managed Router Discount for the following:			Incremental Usage Fee Discount for the following:
300 Mbps	\$2,250	\$2,620	\$43.67
350 Mbps	\$2,500	\$3,125	\$44.64
ADI & ADI w/ Managed Router Discount for the following:			Incremental Usage Fee Discount for the following:
400 Mbps	\$2,700	\$3,380	\$42.25
450 Mbps	\$3,000	\$3,720	\$41.33
500 Mbps	\$3,500	\$4,325	\$43.25
550 Mbps	\$3,650	\$4,425	\$40.23
600 Mbps	\$4,096	\$4,840	\$40.33
622 Mbps	\$4,117	\$5,000	\$40.19
ADI & ADI w/ Managed Router Discount for the following:			Incremental Usage Fee Discount for the following:
700 Mbps	\$4,199	\$5,240	\$37.43
800 Mbps	\$4,301	\$5,440	\$34.00
900 Mbps	\$4,403	\$5,540	\$30.78
1000 Mbps	\$4,505	\$5,620	\$28.10

* Pricing also applies to Service locations in Alaska (Override discounts are not applicable to Service locations in Alaska).

Table 5: Class of Service Option - Tiered T-1, T-3 and Burstable Service - Monthly Charges

Discount: 94.00%

Speed	Class of Service ADI & ADI w/ Managed Router MRC[#]
56 Kbps**	\$225
128 Kbps**	\$225
256 Kbps**	\$225
384 Kbps**	\$225
512 Kbps**	\$225
768 Kbps	\$225
1024 Kbps***	\$225
1.5 Mbps	\$225
2xT-1 (3 Mbps)	\$225
3xT-1 (4.5 Mbps)	\$225
4xT-1 (6 Mbps)	\$225
5xT-1 (7.5 Mbps)	\$225
6xT-1 (9 Mbps)	\$225
7xT-1 (10.5 Mbps)	\$225
8xT-1 (12 Mbps)	\$225
10 Mbps	\$825

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**AT&T DEDICATED INTERNET
PRICING SCHEDULE**

Speed	Class of Service ADI & ADI w/ Managed Router MRC [#]
15 Mbps	\$1,075
20 Mbps	\$1,325
25 Mbps	\$1,575
30 Mbps	\$1,825
35 Mbps	\$2,100
40 Mbps	\$2,350
45 Mbps	\$2,750
155 Mbps	\$2,750

* Charges waived for Sites with AT&T BVoIP Service.

**no real-time class available.

(†) Speed not available with MPLS PNT.

[#] Pricing also applies to Service locations in Alaska.**Table 6: Class of Service Option - Flexible Bandwidth Billing Option - Monthly Charges****Discount: 94.00%**

Speed	Undiscounted ADI & ADI w Managed Router MRC [#]
Up to 1.5 Mbps	\$225
2.0 Mbps	\$285
2.01 - 3.0 Mbps	\$360
3.01 - 4.0 Mbps	\$435
4.01 - 5.0 Mbps	\$510
5.01 - 6.0 Mbps	\$575
6.01 - 7.0 Mbps	\$640
7.01 - 8.0 Mbps	\$705
8.01 - 9.0 Mbps	\$765
9.01 to 10.0 Mbps	\$825
10.01 to 15.0 Mbps	\$1,075
15.01 - 20.0 Mbps	\$1,325
20.01 - 25.0 Mbps	\$1,575
25.01 - 30.0 Mbps	\$1,825
30.01 - 35.0 Mbps	\$2,100
35.01 - 40.0 Mbps	\$2,350
40.01 - 45 Mbps	\$2,750
45.01 - 155 Mbps	\$5,000
200 - 250 Mbps	\$5,400
300 - 350 Mbps	\$5,800
400 - 600 Mbps	\$6,200
622 Mbps	\$7,000
700 - 1000 Mbps	\$7,800
1.5 Gbps**	\$7,900
2.0 Gbps**	\$8,000
2.5 Gbps**	\$8,100
3.0 Gbps**	\$8,200
3.5 Gbps**	\$8,300

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**AT&T DEDICATED INTERNET
PRICING SCHEDULE**

Speed	Undiscounted ADI & ADI w Managed Router MRC **
4.0 Gbps**	\$8,400
4.5 Gbps**	\$8,500
5.0 Gbps**	\$8,600
5.5 Gbps**	\$8,700
6.0 Gbps**	\$8,800
6.5 Gbps**	\$8,900
7.0 Gbps**	\$9,000
7.5 Gbps**	\$9,100
8.0 Gbps**	\$9,200
8.5 Gbps**	\$9,300
9.0 Gbps**	\$9,400
9.5 Gbps**	\$9,500
10.0 Gbps and up**	\$9,600

*Charges waived for Sites with AT&T BVoIP Service.

** Speed not available with MPLS PNT.

Pricing also applies to Service locations in Alaska.

Table 7: Class of Service Option – Aggregate Billing Option - Monthly Charges****Discount: 94.00%**

Speed	Undiscounted ADI & ADI w Managed Router MRC **
T3 (up to 45 Mbps)	\$2,750
OC3 (up to 155 Mbps)	\$5,000
OC12 (up to 622 Mbps)	\$7,000
Ethernet (up to 1000 Mbps)	\$7,800
OC48 (up to 2500 Mbps)	\$8,100
10 Gigabit Ethernet (up to 10000 Mbps) and up	\$9,600

*Charges waived for Sites with AT&T BVoIP Service.

**Not available with MPLS PNT.

Table 8: Class of Service Option - Installation Fees**Discount: 100.00%**

Class of Service Undiscounted Installation Fee**	\$1,000
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*Charges waived for Sites with AT&T BVoIP Service.

Pricing also applies to Service locations in Alaska.

Table 9: Local Access

Location	Access Bandwidth	Local Access Non-Recurring Charge	Local Access Net Monthly Recurring Charge
2001 W IOWA AV, CHICKASHA, OK 73018 US	MIS Ethernet Access 100 Mbps	\$0.00	\$282.30
117 N 4TH ST, CHICKASHA, OK 73018 US	MIS Ethernet Access 100 Mbps	\$0.00	\$282.30

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**AT&T DEDICATED INTERNET
PRICING SCHEDULE**

Location	Access Bandwidth	Local Access Non-Recurring Charge	Local Access Net Monthly Recurring Charge
2344 BEEHCRAFT RD, CHICKASHA, OK 73018 US	MIS Ethernet Access 50 Mbps	\$0.00	\$176.69
1700 HARLY DAY DR, CHICKASHA, OK 73018 US	MIS Ethernet Access 50 Mbps	\$0.00	\$176.69
203 GENEVIEVE, CHICKASHA, OK 73018 US	MIS Ethernet Access 50 Mbps	\$0.00	\$176.69
1530 W COUNTRY CLUB RD, CHICKASHA, OK 73018 US	MIS Ethernet Access 50 Mbps	\$0.00	\$176.69
900 W GRAND AVE, CHICKASHA, OK 73018 US	MIS Ethernet Access 50 Mbps	\$0.00	\$176.69
500 E DELAWARE, CHICKASHA, OK 73018 US	MIS Ethernet Access 50 Mbps	\$0.00	\$176.69
502 GENEVIEVE, CHICKASHA, OK 73018 US	MIS Ethernet Access 50 Mbps	\$0.00	\$176.69

Section II: AT&T Business in a BoxSM**Table 1: Service Component Replacement – Next Business Day Shipped (5x8) Monthly Charges****Discount: 100.00%**

Service Component/Device	Undiscounted MRC*
Base Unit NextGen	\$50
Base Unit 12 Port	\$50
Base Unit 24 Port	\$70
Base Unit High Bandwidth	\$70
8 Port Analog Module Add-On	\$35
24 Port Analog Module Add-On	\$70

* Pricing also applies to Service locations in Alaska.

Table 2: On-Site Maintenance (24X7X4) Monthly Charges**Discount: 100.00%**

Option	Undiscounted MRC*
Base Unit NextGen	\$75
Base Unit 12 Port	\$75
Base Unit 24 Port	\$95
Base Unit High Bandwidth	\$95
8 Port Analog Module Add-On	\$40
24 Port Analog Module Add-On	\$80

* Pricing also applies to Service locations in Alaska.

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**AT&T DEDICATED INTERNET
PRICING SCHEDULE****Table 3: Life-Cycle Management Charges - Service Charges****Discount: 100.00%**

Per Site / Per Occurrence during Standard Business Hours (Monday-Friday, 8:00 am- 5:00 pm, local time)	Undiscounted Charge *
Move, Addition, Change to Service	\$260
Delete Service	\$500

* Pricing also applies to Service locations in Alaska.

Table 4: Class of Service Option - when ordered with AT&T BVoIP Services only**Discount: 100.00%**

Class of Service Monthly Charges	\$225*
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* Pricing also applies to Service locations in Alaska.

Table 5: IP Version Change**Discount: 100.00%**

IP Version Change – Per Site, Per Occurrence	\$500*
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* Pricing also applies to Service locations in Alaska.

Section III: Additional Service Fees

Moving Fee (during hours)	\$1,000 per location*
Additional Moving Fee (outside standard operating hours – 8:00 a.m. to 5:00 p.m. Monday through Friday)	Additional \$500 per location*

*Subject to availability, pricing also applies to Service locations in Alaska.

This is the last page of the Pricing Document.

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