

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, OCTOBER 17, 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 Tuesday, October 11, 2022.



Susan M. McDaniel, CMC

Sworn to and subscribed before me on this 11th day of October, 2022.

My Commission Expires: 10-1-2026





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

OCTOBER 17, 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.

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- 1. Call to Order / Roll Call / Opening Prayer / Pledge of Allegiance.**
- 2. Citizen Comments.**
- 3. Council Communications.**
 - a. Presentation/Update from Jim Cowan, Chickasha Economic Development Council.
- 4. Consent Docket:**
 - a. Acceptance of the Minutes of the October 3, 2022 regular meeting.

- b. Acceptance of Claims List.
- c. Acceptance of Financials for September 2022.

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

6. Discussion and Consideration

- a. Discussion, consideration and possible action to accept the 2022 Bullet Proof Vest Partnership Grant Award
- b. Discussion, consideration and possible action to approve the request from the Chickasha Economic Development to add New Overhead String lights over the 100 and 200 blocks of Chickasha Avenue.
- c. Discussion, consideration and possible action to approve the Chickasha Arts Council to adopt and decorate during the Holiday Season the Pocket Park located at 6th and Chickasha
- d. Discussion, consideration and possible to approve the request for the Chickasha Masonic Lodge #94 to adopt and decorate the park at the southwest corner of 6th and Chickasha during the Holiday Season.
- e. Discussion, consideration and possible action to approve Lamp Shade globes over the lights along Chickasha Ave. during the holiday season.
- f. Discussion, consideration and possible action to approve the Downtown Depot Park Historical Signs to be placed in City-approved locations in the City of Chickasha.
- g. Discussion, consideration and possible action to approve the renewal of the Stryker Service Contract for a cost not to exceed \$4,921.20.
- h. **Discussion, consideration, and possible action to approve an oil and gas lease agreement with Dutton Resources, LLC for the following Tract of property:**
Tract 1: An undivided 80.00 acres MORE OR LESS in SE/4 Section 10, Township 8 North, Range 9 West, Caddo County, Oklahoma;
- i. **Discussion, consideration, and possible action to approve an oil and gas lease agreement with Dutton Resources, LLC for the following Tract of property:**
Tract 2: An undivided 245.00 acres MORE OR LESS 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.
- j. **Discussion, consideration, and possible action to approve an oil and gas lease agreement with Dutton Resources, LLC for the following**

Tract of property:

Tract 3: An undivided 360.00 acres MORE OR LESS in NE/4; E/2 NW/4; SE/4 Section 15, Township 8 North, Range 9 West, Caddo County, Oklahoma;

- k. **Discussion, consideration, and possible action to approve an oil and gas lease agreement with Dutton Resources, LLC for the following Tract of property:**

Tract 4: An undivided 380.00 acres MORE OR LESS 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;

- l. **Discussion, consideration, and possible action to approve an oil and gas lease agreement with Dutton Resources, LLC for the following Tract of property:**

Tract 5: An undivided 410.00 acres MORE OR LESS 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;

- m. **Discussion, consideration, and possible action to approve an oil and gas lease agreement with Dutton Resources, LLC for the following Tract of property:**

Tract 6: An undivided 80.00 acres MORE OR LESS in N/2 NE/4 Section 20, Township 8 North, Range 9 West, Caddo County, Oklahoma;

- n. **Discussion, consideration, and possible action to approve an oil and gas lease agreement with Dutton Resources, LLC for the following Tract of property:**

Tract 7: An undivided 550.00 acres MORE OR LESS 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;

- o. **Discussion, consideration, and possible action to approve an oil and gas lease agreement with Dutton Resources, LLC for the following Tract of property:**

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

- p. **Discussion, consideration, and possible action to approve an oil and gas lease agreement with Dutton Resources, LLC for the following Tract of property:**

Tract 9: An undivided 200.00 acres MORE OR LESS 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;

- q. **Discussion, consideration, and possible action to approve an oil and gas lease agreement with Dutton Resources, LLC for the following Tract of property:**

Tract 10: An undivided 620.00 acres MORE OR LESS 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;

- r. Discussion, consideration and possible action to accept as complete and authorize payment for the setup, installation and configuration of a new Dell server at City Hall in an amount not to exceed \$18,126 paid with ARPA funds.

7. Motion to Adjourn.



City of
CHICKASHA

Meeting Type: Council Agenda 10-17-2022

Meeting Date: 10/17/2022

Department: City Clerk

Agenda Item No. 3.a.

AGENDA ITEM: Presentation/Update from Jim Cowan, Chickasha Economic Development Council.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: October 17, 2022	(From)		

V. ATTACHMENTS:



City of
CHICKASHA

Meeting Type: Council Agenda 10-17-2022

Meeting Date: 10/17/2022

Department: City Clerk

Agenda Item No. 4.a.

AGENDA ITEM: Acceptance of the Minutes of the October 3, 2022 regular meeting.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Accept the Minutes of the October 3, 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: October 17, 2022	(From)		

V. ATTACHMENTS:

1. City 10-3-2022

October 3, 2022

The **REGULAR** meeting of the **CHICKASHA CITY COUNCIL** was held in the council chambers in city hall on the 3rd day of October 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

 Kea Ginn
 Oscar Nelson
 Georgianne Hebblethwaite
 R. P. Ashanti-Alexander
 Brian Gerdes
 Nate McCalla

ABSENT: Zachary Grayson, Vice-Mayor
 Kelly Boyd

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
 Rachel Bernish, Community Development Director
 Shae Mortimer, Marketing & Civic Engagement Manager

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

City Council Meeting 10-3-2022
6:30 p.m.

Council Member Ashanti-Alexander gave the invocation and Council Member McCalla lead the Pledge of Allegiance.

ITEM 2. **Citizen Comments:**

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

James Mayhugh, Chickasha – voiced concerns about the rising crime rate in his neighborhood. Would like to see neighborhood crime prevention.

ITEM 3. **Council Communications.**

Mayor Mosley congratulated Fire Chief Tony Samaniego on his recent graduation from the Oklahoma Executive Fire Officers Leadership Program.

Council Member Ashanti-Alexander asked if the letter had been sent to the proper authorities regarding the issue of trains blocking crossing for extensive periods of times.

Council Member Ashanti-Alexander also noted that there are still several drainage areas that are in need of clean up.

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

ITEM 4a. **Acceptance of the Minutes of the September 16, 2022, Special Council Meeting; Minutes of the September 19, 2022 regular meeting; and the Minutes of the September 22, 2022 Special Council Meeting.**

ITEM 4b. **Acceptance of Claims List.**

*Motion by Council Member Nelson, second by Council Member Ashanti-Alexander to approve the Consent Docket: ITEM 4a thru ITEM 4b.

Roll call vote:

Ayes:” Nelson, Ginn, Hebblethwaite, Ashanti-Alexander, McCalla, Gerdes and Mosley.

“Nays:” None

“Abstain:” None.

Motion carried. 7-0

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

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

ITEM6a. **Discussion, consideration, and possible action to approve a Memorandum of Understanding between the Department of Corrections/Probation and Parole and the City of Chickasha to be allowed to use the Chickasha Police Department firing range and authorize the Mayor to execute the same.**

*Motion by Council Member Ashanti-Alexander and second by Council Member McCalla Boyd to to approve a Memorandum of Understanding between the Department of Corrections/Probation and Parole and the City of Chickasha to be allowed to use the Chickasha Police Department firing range and authorize the Mayor to execute the same.

Roll call vote:

“Ayes:” Ginn, Hebblethwaite, Ashanti-Alexander, McCalla, Gerdes, Nelson and Mosley.

“Nays:” None.

“Abstain:” None.

Motion passed. 7-0

ITEM 6b. **Discussion, consideration, and possible action to approve Ordinance 2022-25 – Amending Chapter 50, Traffic and Vehicles, Articles IX, Administration and Enforcement, Section 50-282, Service Impound Fee to provide that the service impound fee shall be collected on vehicles impounded pursuant to municipal code, and state law, tribal code, and federal law where the driver/operator of the vehicle is arrested.**

*Motion by Council Member McCalla and second by Council Member Gerdes to approve Ordinance 2022-25 – Amending Chapter 50, Traffic and Vehicles, Articles IX, Administration and Enforcement, Section 50-282, Service Impound Fee to provide that the service impound fee shall be collected on vehicles impounded pursuant to municipal code, and state law, tribal code, and federal law where the driver/operator of the vehicle is arrested.

Roll call vote:

“Ayes:” Ginn, Hebblethwaite, Ashanti-Alexander, McCalla, Gerdes, Nelson, and Mosley.

“Nays:” None.

“Abstain:” None.

Motion passed. 7-0

City Council Meeting 10-3-2022
6:30 p.m.

ITEM 6c. Discussion, consideration, and possible action to approve the request from the Chickasha Chamber of Commerce to hold the Neewollah Festival on Monday, October 31, 2022.

*Motion by Council Member Hebblethwaite and second by Council Member Nelson to approve the annual Neewollah Festival to be conducted by the Chickasha Chamber of Commerce on Monday, October 31, 2022, and allow City approved food trucks in City approved designated areas only.

Roll call vote:

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

ITEM 6d. Discussion, consideration, and possible action to authorize the street closure of the 100 block of Chickasha Avenue and 1st Street from Choctaw Avenue to Kansas Avenue on November 5, 2022, from 7:00 a.m. to Midnight for the Downtown Park Grand Opening Celebration.

*Motion by Council Member Nelson and second by Council Member Ashanti-Alexander to authorize the street closure of the 100 block of Chickasha Avenue and 1st Street from Choctaw Avenue to Kansas Avenue on November 5, 2022, from 7:00 a.m. to Midnight for the Downtown Park Grand Opening Celebration.

Roll call vote:

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

ITEM 6e. Public Hearing – to discuss and consider the request for a Use on Review permit for 1809 W. Grand for Applicant Josh Woods.

Public Hearing opened at 6:44 p.m.

Josh Woods spoke regarding his plans for the project.

Public Hearing closed at 6:46 p.m.

ITEM 6f. Discussion, consideration, and possible action to approve Ordinance 2022-24 – Use on Review Permit 1809 W Grand Ave. for Applicant Josh Woods.

*Motion by Council Member Hebblethwaite and second by Council Member Gerdes to approve Ordinance 2022-24 – Use on Review Permit at 1809 W. Grant Ave. for Applicant Josh Woods.

Roll call vote:

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

ITEM 6g. Discussion, consideration, and possible action to accept quote from TruGreen in the amount of \$8,986.70 for spraying services for weed control on city properties.

*Motion by Council Member Gerdes and second by Council Member McCalla to accept quote from TruGreen in the amount of \$8,986.70 for spraying services for weed control on city properties.

Roll call vote:

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

ITEM 6h. Discussion, consideration, and possible action to authorize the repair to traffic signals located at 9th and Grand Ave. by Traffic Signals, Inc. in an amount not to exceed \$60,387.50.

*Motion by Council Member Ashanti-Alexander and second by Council Member Hebblethwaite to authorize the repair to traffic signals located at 9th and Grand Ave. by Traffic Signals, Inc. in an amount not to exceed \$60,387.50.
the same.

Roll call vote:

“Ayes:”	Ginn, Hebblethwaite, Ashanti-Alexander, McCalla, Gerdes, Nelson and Mosley.
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City Council Meeting 10-3-2022
6:30 p.m.

"Nays:"	None.
"Abstain:"	None.
Motion passed.	7-0

ITEM 7. **Adjournment:**

Motion by Council Member Ashanti-Alexander and second by Council Member Hebblethwaite to adjourn the meeting.

Meeting adjourned.

TIME: 6:49 P.M.

ATTEST:

Chris Mosley, Mayor

Susan M. McDaniel, CMC - City Clerk

Approved this 17th day of October 2022.



City of
CHICKASHA

Meeting Type: Council Agenda 10-17-2022

Meeting Date: 10/17/2022

Department: Finance

Agenda Item No. 4.b.

AGENDA ITEM: Acceptance of 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: October 17, 2022	(From)		

V. ATTACHMENTS:

1. 10-17-22 COUNCIL REPORT_Redacted

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	GENERAL FUND	MISC ONE-TIME V APRIL LIGONS	FACILITY RENTAL REFUND	125.00
			TOTAL:	125.00
ADMINISTRATION	GENERAL FUND	EXPRESS STAR	PUBLISH CMA-2203	121.96
			PUBLISH ORD 2022-24	214.70
			PUBLISH ORD 2022-23	80.90
		TRANSFER ACCOUNT	FICA	487.30
			MEDICARE	113.96
			TOTAL:	1,018.82
FIRE ADMINISTRATION	GENERAL FUND	PUBLIC SERVICE COMPANY OF OKLAHOMA	FIRE ADMIN	24.85
		OKLAHOMA FIREFIGHTERS	FIRE PENSION	979.96
		TRANSFER ACCOUNT	FICA	66.40
			MEDICARE	109.37
			TOTAL:	1,180.58
POLICE ADMINISTRATION	GENERAL FUND	TRAVIS VOICE & DATA	INSTALLED PROGRAMMING	77.50
		CITY OF CHICKASHA-(ACH) OKLAHOMA POLIC	POLICE PENSION	500.00
		TRANSFER ACCOUNT	FICA	648.12
			MEDICARE	151.57
		GRADY MEMORIAL HOSPITAL	BLOOD DRAWS	54.00
		UNIFIRST HOLDINGS, L.P.	POLICE	29.92
			TOTAL:	1,461.11
EMERGENCY MANAGEMENT	GENERAL FUND	ANS SERVICES LLC	STORM SIREN REPAIR	2,504.32
			TOTAL:	2,504.32
CEMETERY SERVICES	GENERAL FUND	SMALL ENGINE SERVICE	2 CYCLE OIL WEED EATE LIN	683.64
		TRANSFER ACCOUNT	FICA	108.79
			MEDICARE	25.44
		WYNN, JEFFREY	GRAVE OPENING & CLOSING	4,900.00
			TOTAL:	5,717.87
HUMAN RESOURCES	GENERAL FUND	TRANSFER ACCOUNT	FICA	75.61
			MEDICARE	17.68
			TOTAL:	93.29
LIBRARY	GENERAL FUND	WTCOX SUBSCRIPTIONS INC	RENEW SUBSCRIPTION	1,219.55
		DEHART AIR CONDITIONING AND ELECTRONIC	3 AIR FILTRATION SYSTEMS	2,100.00
		TRANSFER ACCOUNT	FICA	525.20
			MEDICARE	122.83
		INGRAM BOOK SERVICE	JULY BOOK ORDER	2,682.36
			TOTAL:	6,649.94
STREET & STORM DRAINAG	GENERAL FUND	EXPRESS SERVICES INC	CONTRACT LABOR	4,996.29
			CONTRACT LABOR	658.27
			CONTRACT LABOR	649.89
			CONTRACT LABOR	4,163.82
			CONTRACT LABOR	320.00
			CONTRACT LABOR	934.78
		MARSHALL AUTO PARTS	PARTS & SUPPLIES	167.66
		EDWARDS ENTERPRISES RENTAL	RESTROOM RENTAL	125.00
		TRANSFER ACCOUNT	FICA	529.21
			MEDICARE	123.77
		UNIFIRST HOLDINGS, L.P.	STREETS	102.22
			TOTAL:	12,770.91

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
ACCOUNTING SERVICES	GENERAL FUND	HSPG & ASSOCIATES, PC TRANSFER ACCOUNT	AUDIT WORK	5,000.00
			FICA	630.58
			MEDICARE	<u>147.47</u>
			TOTAL:	5,778.05
COMM DEVEL/PLANNING SE	GENERAL FUND	EXPRESS STAR TRANSFER ACCOUNT	PUBLIC NOTICE	14.20
			FICA	359.96
			MEDICARE	<u>84.19</u>
			TOTAL:	458.35
GENERAL GOVERNMENT	GENERAL FUND	LYTLE SOULE' & FELTY ASCENTIS CORPORATION	LEGAL FEES	2,700.73
			SI-132702	<u>1,464.55</u>
			TOTAL:	4,165.28
BUILDING SERVICES	GENERAL FUND	RANDALL SCOTT VAUGHN dba CHISOLM TRAIL SMITH ROBERTS BALDISCHWIL TRANSFER ACCOUNT	ENGINEERING SERVICES	862.50
			ENGINEERING SERVICES	3,375.00
			ENGINEERING SERVICES	1,080.00
			FICA	288.09
			MEDICARE	<u>67.37</u>
			TOTAL:	5,672.96
FIRE OPERATIONS	GENERAL FUND	OKLAHOMA STATE UNIVERSITY OKLAHOMA FIREFIGHTERS TRANSFER ACCOUNT	EXT EVAL & FIRE OFF	1,384.00
			FIRE PENSION	8,072.46
			MEDICARE	<u>966.55</u>
			TOTAL:	10,423.01
PATROL SERVICES	GENERAL FUND	OBRIEN, GILLIAN MERIT CHICKASHA CDJR LLC CITY OF CHICKASHA-(ACH) OKLAHOMA POLIC TRANSFER ACCOUNT	HOTEL REIMBURSEMENT	95.37
			OPEN PO FOR FLEET	778.37
			POLICE PENSION	4,092.36
			FICA	2,165.31
			MEDICARE	<u>506.40</u>
			TOTAL:	7,637.81
INVESTIGATIONS	GENERAL FUND	CITY OF CHICKASHA-(ACH) OKLAHOMA POLIC TRANSFER ACCOUNT	POLICE PENSION	946.55
			FICA	478.21
			MEDICARE	<u>111.84</u>
			TOTAL:	1,536.60
ANIMAL CONTROL	GENERAL FUND	VERDEN VET TRANSFER ACCOUNT	CONTRACT VET SERVICES	900.00
			FICA	200.63
			MEDICARE	<u>46.92</u>
			TOTAL:	1,147.55
MUNICIPAL COURT	GENERAL FUND	TRANSFER ACCOUNT	FICA	95.93
			MEDICARE	<u>22.43</u>
			TOTAL:	118.36
DISPATCH SERVICES	GENERAL FUND	TRANSFER ACCOUNT	FICA	459.06
			MEDICARE	<u>107.36</u>
			TOTAL:	566.42
PARK MAINTENANCE	GENERAL FUND	RANDALL SCOTT VAUGHN dba CHISOLM TRAIL EXPRESS SERVICES INC PUBLIC SERVICE COMPANY OF OKLAHOMA TURNPRO AQUATICS	SHANNON ELECTRICAL	1,418.75
			CONTRACTED LABOR	4,457.46
			9/27/22	4,576.53
			PARK MAINT	9.24
			POND MAINTENANCE	659.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		TRANSFER ACCOUNT	FICA	695.64
			MEDICARE	162.69
		UNIFIRST HOLDINGS, L.P.	PARK MAINT	91.42
		BARRINGTON ELECTRIC	WALL PACKS PHOTO CELLS	870.00
			WALL PACKS PHOTO CELLS	285.00
			WALL PACKS PHOTO CELLS	340.00
			ELECTRICAL IN SHANNON	<u>520.00</u>
			TOTAL:	14,085.73
SPORTS COMPLEX	GENERAL FUND	EXPRESS SERVICES INC	CONTRACTED LABOR	1,973.06
			CONTRACTED LABOR	1,749.62
			9/27/22	1,719.26
			CONTRACT LABOR 10/5	2,578.08
		TRANSFER ACCOUNT	FICA	59.08
			MEDICARE	<u>13.82</u>
			TOTAL:	8,092.92
SHANNON SPRINGS (FOL)	GENERAL FUND	EXPRESS SERVICES INC	CONTRACT LABOR	<u>6,447.84</u>
			TOTAL:	6,447.84
EMERGENCY MEDICAL SERV	EMERGENCY MED SERV	OKLAHOMA FIREFIGHTERS	FIRE PENSION	5,387.36
		TRANSFER ACCOUNT	MEDICARE	<u>664.69</u>
			TOTAL:	6,052.05
CHICKASHA INDUSTRIAL A	CHICKASHA INDUST A	BEDFORD CAMERA & VIDEO	CAMERA	1,399.00
		TRANSFER ACCOUNT	FICA	156.28
			MEDICARE	<u>36.55</u>
			TOTAL:	1,591.83
EMERGENCY 911	E-911 FUND	PUBLIC SERVICE COMPANY OF OKLAHOMA	SIREN	<u>5.03</u>
			TOTAL:	5.03
UTILITY BILLING	CHICKASHA MUNICIPA	US PAYMENTS LLC	MONTHLY KIOSK - IINV 02758	195.00
		DATAPROSE	MONTHLY BILLING INV DP2203	4,217.87
		TRANSFER ACCOUNT	FICA	325.66
			MEDICARE	<u>76.17</u>
			TOTAL:	4,814.70
CMMA - CAPITAL PROJECTS	CHICKASHA MUNICIPA	AMERICAN WATERWORKS SUPPLY, INC	3/4" MXCTS BALL VALVE	3,449.46
			LONG BALL JOINT	1,741.85
		OKLAHOMA CONTRACTORS SUPP	HEAVY LID TAP SADDLE	528.00
			2x1 YBRANEL FIPX4	2,755.00
			ROUND METER BOXES	1,500.00
			8' x 14' SDR35RJ PIPE	1,260.00
		EVANS ENTERPRISES INC-OKC	HIGH SIDE PUMP	37,380.00
		MILLER CONSTRUCTION & SON	WATER MAINS CONSTRUCTION	137,781.50
		UTILITY TECHNOLOGY SERVICES	POLLY	<u>550.00</u>
			TOTAL:	186,945.81
PUBLIC WORKS ADMIN	CHICKASHA MUNICIPA	TRANSFER ACCOUNT	FICA	334.59
			MEDICARE	<u>78.26</u>
			TOTAL:	412.85
SANITATION DEPARTMENT	CHICKASHA MUNICIPA	TRANSFER ACCOUNT	FICA	74.66
			MEDICARE	17.46
		UNIFIRST HOLDINGS, L.P.	SANITATION	12.06

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		WASTE CONNECTIONS OF CHICKASHA	SEPT 2022	<u>190,108.56</u>
			TOTAL:	190,212.74
WATER PLANT	CHICKASHA MUNICIPA	USW UTILITY GROUP	WATER TREATMENT OCT	101,852.89
		PUBLIC SERVICE COMPANY OF OKLAHOMA	WATER PLANT	236.24
		RURAL WATER DIST.#7	RWD #7 INV SEPT 22	<u>2,880.80</u>
			TOTAL:	104,969.93
WASTEWATER PLANT	CHICKASHA MUNICIPA	USW UTILITY GROUP	WASTEWATER TREATMENT OCT	<u>60,989.56</u>
			TOTAL:	60,989.56
LINE MAINTENANCE DEPT	CHICKASHA MUNICIPA	MISC ONE-TIME V ROBERT MOORE	HAZMAT RENEWAL	145.26
		MARSHALL AUTO PARTS	PARTS AND SUPPLIES	167.66
			PARTS AND SUPPLIES	47.89
			PARTS AND SUPPLIES	23.49
			PARTS AND SUPPLIES	21.79
			PARTS AND SUPPLIES	106.22
		TRANSMISSION EXCHANGE	REPLACE TRANSMISSION	2,954.00
		TRANSFER ACCOUNT	FICA	849.08
			MEDICARE	198.60
		UNIFIRST HOLDINGS, L.P.	LINE MAINT	<u>100.06</u>
			TOTAL:	4,614.05
LAKE CHICKASHA	CHICKASHA MUNICIPA	RICHARD'S PRINTING	STICKERS FOR BOATS	224.00
		TRANSFER ACCOUNT	FICA	36.04
			MEDICARE	<u>8.43</u>
			TOTAL:	268.47
BUILDING MAINTENANCE	CHICKASHA MUNICIPA	WALLER ICE LLC	ICE	342.77
		TRANSFER ACCOUNT	FICA	95.07
			MEDICARE	22.23
		UNIFIRST HOLDINGS, L.P.	BUILDING MAINT	<u>6.80</u>
			TOTAL:	466.87
AIRPORT	AIRPORT	TRANSFER ACCOUNT	FICA	166.10
			MEDICARE	38.85
		UNIFIRST HOLDINGS, L.P.	AIRPORT	<u>41.27</u>
			TOTAL:	246.22
CAPITAL PROJECTS	CAPITAL PROJECTS F	FIRST NATIONAL BANK & TRU	LOAN 2591 FIRE TRUCK	73,575.54
		FIRST NATIONAL BANK & TRU	LOAN 101019634	5,029.00
		VAUGHN, R. SCOTT	SANITARY SEWER REPLACEMENT	842.50
			US81 UTILITY RELOCATION	<u>1,325.00</u>
			TOTAL:	80,772.04
DEDICATED SALES TAX	CIP-DEDICATED SALE	DOLESE BROS CO	CONCRETE	627.00
			CONCRETE	236.00
			CONCRETE	<u>450.00</u>
			TOTAL:	1,313.00
POLICE BOND	POLICE BOND FUND	CITY OF CHICKASHA	POLICE TRAINING FUND	425.36
		CITY OF CHICKASHA	POLICE FINES-FEES	8,248.24
		CLEET	CLEET EDUC-TRAINING	521.78
		OSBI	FORENSIC FEES	492.10
			AFIS	<u>513.78</u>
			TOTAL:	10,201.26

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
COMBINED INSURANCE	COMBINED INSURANCE	AMERIFLEX	AMERIFLEX	94.50
			TOTAL:	94.50
COMPENSATED ABSENCES	COMPENSATED ABSENC	TRANSFER ACCOUNT	FICA	229.52
			MEDICARE	53.68
			TOTAL:	283.20
NON-DEPARTMENTAL	AP/PAYROLL CASH FU	DEPARTMENT OF CHILDREN AND FAMILY SERV		287.00
		DEPARTMENT OF HUMAN SERVICES		266.57
				133.38
				164.87
				180.00
				151.75
				177.56
				100.00
				123.75
				175.78
				196.50
				106.75
		OKLAHOMA FIREFIGHTERS	FIRE PENSION BUY BACK	174.01
			FIRE PENSION	629.97
			FIRE PENSION	8,652.74
		CITY OF CHICKASHA-(ACH) OKLAHOMA POLIC	POLICE PENSION	3,408.57
		TRANSFER ACCOUNT	ENTITY 0037102001	685.00
			ENTITY 0037102001	4,100.00
			FEDERAL WITHHOLDING	14,784.39
			FEDERAL WITHHOLDING	11,130.09
			STATE INCOME TAX	5,358.00
			STATE INCOME TAX	3,856.00
			FICA	10,140.12
			MEDICARE	2,465.34
			MEDICARE	1,631.24
		CITY OF CHICKASHA FLEX SPENDING ACCOUN	UNREIMBURSED MEDICAL 23-19	1,171.44
			TOTAL:	70,250.82

===== FUND TOTALS =====		
11	GENERAL FUND	97,652.72
23	EMERGENCY MED SERV FUND	6,052.05
25	CHICKASHA INDUST AUTH	1,591.83
27	E-911 FUND	5.03
31	CHICKASHA MUNICIPAL AUTH	553,694.98
39	AIRPORT	246.22
52	CAPITAL PROJECTS FUND	80,772.04
53	CIP-DEDICATED SALES TAX	1,313.00
64	POLICE BOND FUND	10,201.26
71	COMBINED INSURANCE	94.50
72	COMPENSATED ABSENCES FUND	283.20
99	AP/PAYROLL CASH FUND	70,250.82

	GRAND TOTAL:	822,157.65

SELECTION CRITERIA

SELECTION OPTIONS

VENDOR SET: 99-AP VENDOR LIST
VENDOR: All
CLASSIFICATION: All
BANK CODE: All
ITEM DATE: 10/05/2022 THRU 10/18/2022
ITEM AMOUNT: 99,999,999.00CR THRU 99,999,999.00
GL POST DATE: 0/00/0000 THRU 99/99/9999
CHECK DATE: 10/05/2022 THRU 10/18/2022

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 10-17-2022

Meeting Date: 10/17/2022

Department: Finance

Agenda Item No. 4.c.

AGENDA ITEM: Acceptance of Financials for September 2022.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Accept Financials for September 2022.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Cindy Rogers, Asst. City Manager	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: October 17, 2022	(From)		

V. ATTACHMENTS:

- 20221017170041820

FINANCIAL STATEMENT (UNAUDITED)

AS OF: SEPTEMBER 30TH, 2022

11 -GENERAL FUND

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 25.00

	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	20,778.05	0.00	121,766.99	0.00	135,033.01	47.42
LICENSES	105,100.00	5,336.45	0.00	39,292.45	0.00	65,807.55	37.39
CEMETERY	105,000.00	9,852.50	0.00	22,658.75	0.00	82,341.25	21.58
FEES	40,400.00	2,879.94	0.00	20,028.99	0.00	20,371.01	49.58
RENT	3,500.00	72.50	0.00	1,022.50	0.00	2,477.50	29.21
STATE TAX	14,750,000.00	1,315,300.41	0.00	3,888,357.19	0.00	10,861,642.81	26.36
OTHER TAX	850,000.00	76,752.35	0.00	263,838.34	0.00	586,161.66	31.04
FRANCHISE TAX	479,000.00	61,937.70	0.00	158,338.35	0.00	320,661.65	33.06
GRANTS AND PROGRAMS	25,000.00	0.00	0.00	1,000.00	0.00	24,000.00	4.00
SWIMMING POOL/SPORTS COM	47,500.00	5,138.47	0.00	9,943.61	0.00	37,556.39	20.93
MISC REVENUES	135,000.00	26,119.92	0.00	29,434.16	0.00	105,565.84	21.80
TRANSFER OTHER FUNDS-EQU	2,182,259.00	172,567.27	0.00	515,636.47	0.00	1,666,622.53	23.63
INTEREST	4,500.00	0.00	0.00	1,771.50	0.00	2,728.50	39.37
PRIOR YEAR FUND BALANCE C	2,111,516.66	0.00	0.00	0.00	0.00	2,111,516.66	0.00
*** TOTAL REVENUES ***	21,095,575.66	1,696,735.56	0.00	5,073,089.30	0.00	16,022,486.36	24.05

EXPENDITURE SUMMARY

01-ADMINISTRATION	380,360.00	21,807.95	0.00	68,027.80	973.94	311,358.26	18.14
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	31,494.03	0.00	80,919.83	0.00	318,739.17	20.25
21-FIRE OPERATIONS	2,960,779.00	213,571.25	0.00	634,986.94	18,159.00	2,307,633.06	22.06
03-POLICE DEPARTMENT-PS	577,328.00	36,455.74	0.00	107,566.12	1,696.50	468,065.38	18.93
41-PATROL SERVICES	2,326,259.00	121,183.90	0.00	476,797.44	8,436.62	1,841,024.94	20.86
42-INVestigATIONS	365,049.00	23,832.64	0.00	92,842.75	0.00	272,206.25	25.43
43-ANIMAL CONTROL	238,955.00	15,620.17	0.00	40,734.34	0.00	198,220.66	17.05
44-MUNICIPAL COURT	75,411.00	5,031.45	0.00	22,500.69	0.00	52,910.31	29.84
45-DISPATCH	617,994.00	24,778.92	0.00	70,739.45	535.00	546,719.55	11.53
46-NEIGHBORHOOD SERVICES	227,955.00	14,254.42	0.00	20,120.56	0.00	207,834.44	8.83
51-PARK MAINTENANCE	965,024.00	139,033.15	0.00	258,037.43	124,473.91	582,512.66	39.64
52-SPORTS COMPLEX	392,059.00	23,334.21	0.00	99,264.35	10,412.42	282,382.23	27.97
54-SHANNON SPRINGS (FOL)	92,460.00	0.00	0.00	75.56	0.00	92,384.44	0.08
06-CEMETERY MAINTENANC-C	227,900.00	10,242.48	0.00	22,329.94	13,913.64	191,656.42	15.90
08-LIBRARY - C&R	567,346.66	34,165.09	1,326.00	100,742.09	9,186.51	458,744.06	19.14
09-STREET & STORM	1,011,161.00	113,604.94	2,239.47	230,246.17	113,541.96	669,612.34	33.78
10-FLEET	67,601.00	111.62	0.00	3,713.32	0.00	63,887.68	5.49
14-FINANCE-GG	513,614.00	35,469.26	0.00	110,649.35	172.50	402,792.15	21.58
07-HUMAN RESOURCES	132,261.00	3,945.44	0.00	12,068.37	0.00	120,192.63	9.12
16-COMM DEVEL/PLAN SERV	270,932.00	41,087.92	0.00	80,398.82	15,270.00	175,263.18	35.31
18-BUILDING SERVICES	277,782.00	16,525.63	0.00	84,673.91	0.00	193,108.09	30.48
17-GENERAL GOVERNMENT-GG	8,361,167.00	704,885.63	0.00	2,122,999.94	0.00	6,238,167.06	25.39
70-GRANT(S)	36,519.00	7,160.31	0.00	50,411.49	40,650.00	(54,542.49)	249.35
*** TOTAL EXPENDITURES ***	21,095,575.66	1,637,596.15	3,565.47	4,790,846.66	357,422.00	15,950,872.47	24.39
** REVENUE OVER (UNDER) EXPENDITURES **	0.00	59,139.41	3,565.47	282,242.64	(357,422.00)	71,613.89	0.00

FINANCIAL STATEMENT (UNAUDITED)

AS OF: SEPTEMBER 30TH, 2022

20 -DONATIONS FUND

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 25.00

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
DONATIONS	112,495.00	6,001.00	0.00	139,637.74	0.00 {	27,142.74}	124.13
INTEREST	100.00	0.00	0.00	132.92	0.00 {	32.92}	132.92
PRIOR YEAR FUND BALANCE C	<u>3,600.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>3,600.00</u>	<u>0.00</u>
*** TOTAL REVENUES ***	116,195.00	6,001.00	0.00	139,770.66	0.00 {	23,575.66}	120.29
<u>EXPENDITURE SUMMARY</u>							
20-DONATIONS-GG	<u>116,195.00</u>	<u>8,242.34</u>	<u>0.00</u>	<u>17,851.61</u>	<u>3,351.75</u>	<u>94,991.64</u>	<u>18.25</u>
*** TOTAL EXPENDITURES ***	116,195.00	8,242.34	0.00	17,851.61	3,351.75	94,991.64	18.25
** REVENUE OVER (UNDER) EXPENDITURES **	0.00 {	2,241.34}	0.00	121,919.05 {	3,351.75}	118,567.30}	0.00

FINANCIAL STATEMENT (UNAUDITED)

AS OF: SEPTEMBER 30TH, 2022

23 -EMERGENCY MED SERV FUND

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 25.00

	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	259,875.70	0.00	372,824.23	0.00	2,233,518.77	14.30
GRANTS AND PROGRAMS	517,220.00	0.00	0.00	0.00	0.00	517,220.00	0.00
MISC REVENUES	100.00	22,832.14	0.00	22,832.14	0.00	(22,732.14)	832.14
INTEREST	250.00	0.00	0.00	46.22	0.00	203.78	18.49
*** TOTAL REVENUES ***	3,123,913.00	282,707.84	0.00	395,702.59	0.00	2,728,210.41	12.67
<u>EXPENDITURE SUMMARY</u>							
02-FIRE DEPARTMENT-PS	3,123,913.00	141,325.96	0.00	424,275.49	308,375.00	2,391,262.51	23.45
*** TOTAL EXPENDITURES ***	3,123,913.00	141,325.96	0.00	424,275.49	308,375.00	2,391,262.51	23.45
** REVENUE OVER(UNDER) EXPENDITURES **	0.00	141,381.88	0.00	(28,572.90)	(308,375.00)	336,947.90	0.00

FINANCIAL STATEMENT (UNAUDITED)

AS OF: SEPTEMBER 30TH, 2022

25 -CHICKASHA INDUST AUTH
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 25.00

	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	52,322.77	0.00	189,096.32	0.00	418,403.68	31.13
INTEREST	0.00	0.00	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	52,322.77	0.00	189,397.90	0.00	813,037.10	18.89
<u>EXPENDITURE SUMMARY</u>							
25-CHICKASHA INDUSTRIAL	1,002,435.00	38,767.73	0.00	117,202.35	1,399.00	883,833.65	11.83
*** TOTAL EXPENDITURES ***	1,002,435.00	38,767.73	0.00	117,202.35	1,399.00	883,833.65	11.83
** REVENUE OVER (UNDER) EXPENDITURES **	0.00	13,555.04	0.00	72,195.55	(1,399.00)	70,796.55	0.00

FINANCIAL STATEMENT (UNAUDITED)

AS OF: SEPTEMBER 30TH, 2022

26 -ED-DEDICATED SALES TAX
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 25.00

	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	0.00	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 ***	1,875,085.00	0.00	0.00	1,333.48	0.00	1,873,751.52	0.07
<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 ***	1,875,085.00	0.00	0.00	0.00	0.00	1,875,085.00	0.00
** REVENUE OVER (UNDER) EXPENDITURES **	0.00	0.00	0.00	1,333.48	0.00	(1,333.48)	0.00

FINANCIAL STATEMENT (UNAUDITED)

AS OF: SEPTEMBER 30TH, 2022

27 -E-911 FUND

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 25.00

	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	13,133.44	0.00	39,420.59	0.00	103,579.41	27.57
GRANTS AND PROGRAMS	0.00	0.00	0.00	145,944.10	0.00	(145,944.10)	0.00
INTEREST	100.00	0.00	0.00	13.66	0.00	86.34	13.66
*** TOTAL REVENUES ***	143,100.00	13,133.44	0.00	185,378.35	0.00	(42,278.35)	129.54
<u>EXPENDITURE SUMMARY</u>							
27-EMERGENCY 911-PS	143,100.00	5,333.93	0.00	10,788.84	0.00	132,311.16	7.54
*** TOTAL EXPENDITURES ***	143,100.00	5,333.93	0.00	10,788.84	0.00	132,311.16	7.54
** REVENUE OVER (UNDER) EXPENDITURES **	0.00	7,799.51	0.00	174,589.51	0.00	(174,589.51)	0.00

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

28 -FIRE/EMS TRAINING FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 25.00

	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	0.00	0.00	0.18	0.00	(0.18)	0.00
*** TOTAL REVENUES ***	100.00	0.00	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	0.00	0.00	0.18	0.00	(0.18)	0.00

FINANCIAL STATEMENT (UNAUDITED)

AS OF: SEPTEMBER 30TH, 2022

29 -POLICE TRAINING FUND

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 25.00

	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	505.50	0.00	1,293.56	0.00	8,606.44	13.07
INTEREST	0.00	0.00	0.00	1.95	0.00	(1.95)	0.00
*** TOTAL REVENUES ***	9,900.00	505.50	0.00	1,295.51	0.00	8,604.49	13.09
<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	505.50	0.00	1,295.51	0.00	(1,295.51)	0.00

FINANCIAL STATEMENT (UNAUDITED)

AS OF: SEPTEMBER 30TH, 2022

31 -CHICKASHA MUNICIPAL AUTH
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 25.00

	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	2,474.00	0.00	15,007.00	0.00	14,993.00	50.02
FEES	25,000.00	1,852.14	0.00	5,244.53	0.00	19,755.47	20.98
RENT	162,750.00	5,374.90	0.00	54,074.70	0.00	108,675.30	33.23
GRANTS AND PROGRAMS	0.00	0.00	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	773,843.70	0.00	2,001,358.78	0.00	9,316,141.22	17.68
MISC REVENUES	15,000.00	2,578.92	0.00	4,149.32	0.00	10,850.68	27.66
TRANSFER OTHER FUNDS-EQU	3,666,667.00	409,976.84	0.00	1,225,665.07	0.00	2,441,001.93	33.43
INTEREST	40,000.00	1,356.80	0.00	9,339.65	0.00	30,660.35	23.35
PRIOR YEAR FUND BALANCE C	<u>1,713,590.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1,713,590.00</u>	<u>0.00</u>
*** TOTAL REVENUES ***	<u>16,982,507.00</u>	<u>1,197,457.30</u>	<u>0.00</u>	<u>3,317,675.91</u>	<u>0.00</u>	<u>13,664,831.09</u>	<u>19.54</u>
<u>EXPENDITURE SUMMARY</u>							
30-CMA CAPITAL	7,145,714.00	348,744.44	5,140.00	496,855.12	250,165.99	6,403,832.89	10.38
31-CMA GENERAL-BT	2,314,200.00	216,675.08	0.00	599,144.99	0.00	1,715,055.01	25.89
15-UTILITY BILLING	255,276.00	19,371.19	0.00	60,037.71	0.00	195,238.29	23.52
32-PUBLIC WORKS ADMIN-BT	257,022.00	16,623.71	0.00	50,227.45	1,389.44	205,405.11	20.08
33-SANITATION-BT	2,553,910.00	183,162.50	0.00	553,147.00	68,339.50	1,932,423.50	24.33
34-WATER PLANT-BT	2,122,000.00	64,418.34	0.00	432,511.32	0.00	1,689,488.68	20.38
35-WASTEWATER PLANT-BT	973,500.00	14,747.52	0.00	181,901.45	0.00	791,598.55	18.69
36-LINE MAINTENANCE-BT	650,885.00	59,372.05	0.00	158,443.06	28,834.99	463,606.95	28.77
37-LAKE CHICKASHA-C&R	155,156.00	5,668.77	0.00	14,541.01	0.00	140,614.99	9.37
38-BUILDING MAINTENANCE	<u>554,844.00</u>	<u>54,722.11</u>	<u>0.00</u>	<u>127,052.74</u>	<u>1,377.10</u>	<u>426,414.16</u>	<u>23.15</u>
*** TOTAL EXPENDITURES ***	<u>16,982,507.00</u>	<u>983,505.71</u>	<u>5,140.00</u>	<u>2,673,861.85</u>	<u>350,107.02</u>	<u>13,963,678.13</u>	<u>17.78</u>
** REVENUE OVER(UNDER) EXPENDITURES **	<u>0.00</u>	<u>213,951.59</u>	<u>5,140.00</u>	<u>643,814.06</u>	<u>(350,107.02)</u>	<u>(298,847.04)</u>	<u>0.00</u>

FINANCIAL STATEMENT (UNAUDITED)

AS OF: SEPTEMBER 30TH, 2022

39 -AIRPORT

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 25.00

	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	7,253.89	0.00	20,726.67	0.00	67,328.33	23.54
OIL & GAS	675,000.00	34,155.86	0.00	107,861.92	0.00	567,138.08	15.98
MISC REVENUES	30,000.00	0.00	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	0.00	0.00	2,321.78	0.00	7,678.22	23.22
PRIOR YEAR FUND BALANCE C	<u>725,135.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>725,135.00</u>	<u>0.00</u>
*** TOTAL REVENUES ***	<u>1,533,190.00</u>	<u>41,409.75</u>	<u>0.00</u>	<u>132,410.37</u>	<u>0.00</u>	<u>1,400,779.63</u>	<u>8.64</u>

EXPENDITURE SUMMARY

39-AIRPORT-BT	<u>1,533,190.00</u>	<u>80,026.80</u>	<u>0.00</u>	<u>146,647.78</u>	<u>9,051.00</u>	<u>1,377,491.22</u>	<u>10.16</u>
*** TOTAL EXPENDITURES ***	<u>1,533,190.00</u>	<u>80,026.80</u>	<u>0.00</u>	<u>146,647.78</u>	<u>9,051.00</u>	<u>1,377,491.22</u>	<u>10.16</u>
** REVENUE OVER(UNDER) EXPENDITURES **	0.00	(38,617.05)	0.00	(14,237.41)	(9,051.00)	23,288.41	0.00

FINANCIAL STATEMENT (UNAUDITED)

AS OF: SEPTEMBER 30TH, 2022

44 -ARPA TARGETED GRANTS

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 25.00

	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	<u>1,278,902.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1,278,902.00</u>	<u>0.00</u>
*** TOTAL REVENUES ***	<u>1,278,902.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1,278,902.00</u>	<u>0.00</u>
<u>EXPENDITURE SUMMARY</u>							
01-GENERAL	<u>1,278,902.00</u>	<u>21,205.89</u>	<u>65,088.21</u>	<u>65,374.11</u>	<u>0.00</u>	<u>1,278,616.10</u>	<u>0.02</u>
08-LIBRARY	<u>0.00</u>	<u>762.41</u>	<u>0.00</u>	<u>762.41</u>	<u>925.51</u>	<u>(1,687.92)</u>	<u>0.00</u>
*** TOTAL EXPENDITURES ***	<u>1,278,902.00</u>	<u>21,968.30</u>	<u>65,088.21</u>	<u>66,136.52</u>	<u>925.51</u>	<u>1,276,928.18</u>	<u>0.15</u>
** REVENUE OVER (UNDER) EXPENDITURES **	<u>0.00</u>	<u>(21,968.30)</u>	<u>65,088.21</u>	<u>(66,136.52)</u>	<u>(925.51)</u>	<u>1,973.82</u>	<u>0.00</u>

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

52 -CAPITAL PROJECTS FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 25.00

	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	57,664.96	0.00	166,160.45	0.00	(136,160.45)	553.87
MISC REVENUES	0.00	0.56	0.00	0.56	0.00	(0.56)	0.00
INTEREST	1,900.00	0.00	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	57,665.52	0.00	166,550.01	0.00	(15,650.01)	110.37
<u>EXPENDITURE SUMMARY</u>							
CAPITAL PROJECTS	<u>150,900.00</u>	<u>9,081.60</u>	<u>0.00</u>	<u>20,673.35</u>	<u>332.50</u>	<u>129,894.15</u>	<u>13.92</u>
*** TOTAL EXPENDITURES ***	150,900.00	9,081.60	0.00	20,673.35	332.50	129,894.15	13.92
** REVENUE OVER (UNDER) EXPENDITURES **	0.00	48,583.92	0.00	145,876.66	(332.50)	(145,544.16)	0.00

FINANCIAL STATEMENT (UNAUDITED)

AS OF: SEPTEMBER 30TH, 2022

53 -CIP-DEDICATED SALES TAX
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 25.00

	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	261,285.89	0.00	772,979.39	0.00	2,157,020.61	26.38
INTEREST	7,500.00	0.00	0.00	3,251.00	0.00	4,249.00	43.35
*** TOTAL REVENUES ***	2,937,500.00	261,285.89	0.00	776,230.39	0.00	2,161,269.61	26.42
<u>EXPENDITURE SUMMARY</u>							
53-DEDICATED SALE TAX-GG	2,937,500.00	99,585.47	0.00	301,793.83	4,127.00	2,631,579.17	10.41
*** TOTAL EXPENDITURES ***	2,937,500.00	99,585.47	0.00	301,793.83	4,127.00	2,631,579.17	10.41
** REVENUE OVER(UNDER) EXPENDITURES **	0.00	161,700.42	0.00	474,436.56 {	4,127.00) {	470,309.56)	0.00

FINANCIAL STATEMENT (UNAUDITED)

AS OF: SEPTEMBER 30TH, 2022

54 -STREET AND ALLEY FUND

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 25.00

	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	2,340.19	0.00	7,201.04	0.00	22,798.96	24.00
OTHER TAX	125,000.00	10,372.58	0.00	23,363.38	0.00	101,636.62	18.69
INTEREST	500.00	0.00	0.00	129.38	0.00	370.62	25.88
*** TOTAL REVENUES ***	155,500.00	12,712.77	0.00	30,693.80	0.00	124,806.20	19.74
<u>EXPENDITURE SUMMARY</u>							
09-STREET & STORM	155,500.00	5,000.00	0.00	7,500.00	0.00	148,000.00	4.82
*** TOTAL EXPENDITURES ***	155,500.00	5,000.00	0.00	7,500.00	0.00	148,000.00	4.82
** REVENUE OVER(UNDER) EXPENDITURES **	0.00	7,712.77	0.00	23,193.80	0.00	(23,193.80)	0.00

FINANCIAL STATEMENT (UNAUDITED)

AS OF: SEPTEMBER 30TH, 2022

56 -CEMETERY CARE
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 25.00

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
CEMETERY	35,000.00	3,217.50	0.00	7,487.25	0.00	27,512.75	21.39
INTEREST	2,000.00	0.00	0.00	494.41	0.00	1,505.59	24.72
PRIOR YEAR FUND BALANCE C	<u>138,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>138,000.00</u>	<u>0.00</u>
*** TOTAL REVENUES ***	175,000.00	3,217.50	0.00	7,981.66	0.00	167,018.34	4.56
<u>EXPENDITURE SUMMARY</u>							
06-CEMETERY MAINT.-C	<u>175,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>175,000.00</u>	<u>0.00</u>
*** TOTAL EXPENDITURES ***	175,000.00	0.00	0.00	0.00	0.00	175,000.00	0.00
** REVENUE OVER (UNDER) EXPENDITURES **	0.00	3,217.50	0.00	7,981.66	0.00	(7,981.66)	0.00

FINANCIAL STATEMENT (UNAUDITED)

AS OF: SEPTEMBER 30TH, 2022

61 -WATER METER FUND

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 25.00

	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	0.00	0.00	186.11	0.00	313.89	37.22
*** TOTAL REVENUES ***	500.00	0.00	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	0.00	0.00	186.11	0.00 (	186.11)	0.00

FINANCIAL STATEMENT (UNAUDITED)

AS OF: SEPTEMBER 30TH, 2022

64 -POLICE BOND FUND

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 25.00

	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	11,458.53	0.00	31,467.46	0.00	128,532.54	19.67
INTEREST	100.00	0.00	0.00	29.96	0.00	70.04	29.96
*** TOTAL REVENUES ***	160,100.00	11,458.53	0.00	31,497.42	0.00	128,602.58	19.67
<u>EXPENDITURE SUMMARY</u>							
03-POLICE DEPARTMENT-PS	160,100.00	11,786.84	0.00	32,253.52	0.00	127,846.48	20.15
*** TOTAL EXPENDITURES ***	160,100.00	11,786.84	0.00	32,253.52	0.00	127,846.48	20.15
** REVENUE OVER (UNDER) EXPENDITURES **	0.00	(328.31)	0.00	(756.10)	0.00	756.10	0.00

FINANCIAL STATEMENT (UNAUDITED)

AS OF: SEPTEMBER 30TH, 2022

68 -WATER RESOURCE FUND

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 25.00

	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	5,707.27	0.00	16,111.68	0.00	58,888.32	21.48
INTEREST	1,000.00	0.00	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	5,707.27	0.00	16,629.83	0.00	533,870.17	3.02
<u>EXPENDITURE SUMMARY</u>							
68-WATER RESOURCES	<u>550,500.00</u>	<u>16.90</u>	<u>0.00</u>	<u>69.34</u>	<u>0.00</u>	<u>550,430.66</u>	<u>0.01</u>
*** TOTAL EXPENDITURES ***	550,500.00	16.90	0.00	69.34	0.00	550,430.66	0.01
** REVENUE OVER (UNDER) EXPENDITURES **	0.00	5,690.37	0.00	16,560.49	0.00	(16,560.49)	0.00

FINANCIAL STATEMENT (UNAUDITED)

AS OF: SEPTEMBER 30TH, 2022

71 -COMBINED INSURANCE

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 25.00

	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	60,402.69	0.00	181,103.00	0.00	533,110.00	25.36
INTEREST	0.00	0.00	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	60,402.69	0.00	182,666.90	0.00	561,546.10	24.54
<u>EXPENDITURE SUMMARY</u>							
71-COMBINED INSURANCE-CR	744,213.00	68,332.46	0.00	76,855.06	0.00	667,357.94	10.33
*** TOTAL EXPENDITURES ***	744,213.00	68,332.46	0.00	76,855.06	0.00	667,357.94	10.33
** REVENUE OVER (UNDER) EXPENDITURES **	0.00	(7,929.77)	0.00	105,811.84	0.00	(105,811.84)	0.00

FINANCIAL STATEMENT (UNAUDITED)

AS OF: SEPTEMBER 30TH, 2022

72 -COMPENSATED ABSENCES FUND

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 25.00

	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	11,113.01	0.00	33,338.91	0.00	100,017.09	25.00
INTEREST	0.00	0.00	0.00	46.83	0.00	(46.83)	0.00
*** TOTAL REVENUES ***	133,356.00	11,113.01	0.00	33,385.74	0.00	99,970.26	25.04
<u>EXPENDITURE SUMMARY</u>							
72--COMPENSATED ABSENCES	133,356.00	3,667.09	0.00	23,324.17	0.00	110,031.83	17.49
*** TOTAL EXPENDITURES ***	133,356.00	3,667.09	0.00	23,324.17	0.00	110,031.83	17.49
** REVENUE OVER(UNDER) EXPENDITURES **	0.00	7,445.92	0.00	10,061.57	0.00	(10,061.57)	0.00



City of
CHICKASHA

Meeting Type: Council Agenda 10-17-2022

Meeting Date: 10/17/2022

Department: Police Department

Agenda Item No. 6.a.

AGENDA ITEM: Discussion, consideration and possible action to accept the 2022 Bullet Proof Vest Partnership Grant Award

I. BACKGROUND/DESCRIPTION:

In August 2022, the Police Department made an application through the Office of Justice Programs to the Patrick Leahy Bulletproof Vest Partnership Program. The grant is for a 2-year period, reimbursing the agency 50% of expenses incurred for the purchase of new, daily wear body armor for full-time officers. The application has been approved and is retroactive to April 1, 2022. Reimbursements can only be submitted after the vest is received. The funds from the Patrick Leahy Bulletproof Vest Partnership are capped at \$4,323.75.

II. RECOMMENDED ACTION:

Accept the 2022 Bullet Proof Vest Partnership Grant Award from the Office of Justice Programs through the Patrick Leahy Bulletproof Vest Partnership

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: G.G. Music, Jr. Interim Chief of Police	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: October 17, 2022	(From)		

V. ATTACHMENTS:

1. BVP Application
2. BVP Application Details

3. BVP Award Notice
4. BVP Awards List

APPLICATION DETAILS

APPLICATION PROFILE

Participant CHICKASHA CITY

Fiscal Year 2022

Number of Agencies Applied 0

Total Number of Officers for Application 23

Number of Officers on Approved Applications 23

APPLICATION PROFILE

Fiscal Year 2022

Vest Replacement Cycle 5

Number of Officers 23

Number of Stolen or Damaged 0

Emergency Replacement Needs **Number of Officer Turnover** 1

APPLICATION DETAILS

NIJ#	Quantity	Unit Price	Extended Cost	Tax Shipping and Handling	Total Cost
BA-3A00S-XT03	10	\$849.75	\$8,497.50	\$150.00	\$8,647.50
Grand Totals	10		\$8,497.50	\$150.00	\$8,647.50

RETURN

AGENCY INFORMATION

Please make sure your Jurisdiction name is correct since this is how it will appear on your banking form. If the jurisdiction name is incorrect, please contact the BVP Help Desk as shown at the bottom of the left side menu.

AGENCY INFORMATION

Name: CHICKASHA CITY

Agency Type: City/Municipality

Government ID Number: 372026002

*** Tax Payer ID Number:**  736005139

9 Digit DUNS: 020665530

DUNS 4:

*** Unique Entity Identifier (UEI):** YT5HUNHU8BM1

Number of Existing Population: 16722

Number of Existing Full Time Officers: 20

Number of Existing Part Time Officers: 2

OFFICE ADDRESS

*** Address Line 1:**

117 N 4TH

Address Line 2:

*** City:**

CHICKASHA

State:

OK

*** Zip:**

73018-0000

CANCEL

SAVE

AGENCY CONTACTS

Please verify your agency contact information.

Note: The role of Primary Point of Contact (POC) is critical to the success of this program. The POC will be required to review and approve the online application and all requests for payment. You will also be making various assurances and certifications with respect to key program guidelines and requirements. **If you feel these responsibilities exceed your authority, please STOP at this point and resume once your authority has been more clearly established.** If you are the Chief Executive, then you will also be acting as the Primary Point of Contact for your jurisdiction.

ASSOCIATED USER INFORMATION [HIDE](#)

Name ⬆	User Id ⬆	Phone Number	Email ⬆
Goebel Music	goebel.music@chickashapd.org	(405) 222- 6070	goebel.music@chickashapd.org

CONTACTS

 Chief Executive Officer

* First Name:

* Last Name:

* E-mail:

Fax:

* Phone:

(405) 222-6045

i Chief Financial Officer*** First Name:**

Cindy

*** Last Name:**

Rogers

*** E-mail:**

cindy.rogers@chickasha.org

Fax:

(405) 222-6029

*** Phone:**

(405) 222-6013

i Point of Contact*** First Name:**

Goebel

*** Last Name:**

Music

*** E-mail:**

goebel.music@chickashapd.org

Fax:

(405) 825-6323

*** Phone:**

(405) 222-6070

OFFICE ADDRESS*** Address Line 1:**

2001 W. Iowa Avenue

Address Line 2:

County:

* City:

Chickasha

* State:

OK ▼

* Zip:

73018-2407

CANCEL

SAVE

USER PROFILE

Description:

Please enter your BVP contact information into the following fields, and press 'Submit' when complete. Note, fields marked with a * are required. **Please enter a correct email address and contact number since these will be used for all BVP correspondence.**

USER PROFILE

Username

goebel.music@chickashapd.org

Title*

Mr.



First Name*

Goebel

Middle Initial

G

Last Name*

Music

Phone Number*

(405) 222 - 6070 x

Fax Number

() - x

Email Address*

goebel.music@chickashapd.org

Address*

117 N 4th Street

City*

Chickasha

State*

Oklahoma ▼

Zip*

73018 -

*** required fields**

SUBMIT

APPLICATION DETAILS

APPLICATION PROFILE

Participant	CHICKASHA CITY
-------------	----------------

Fiscal Year	2022
-------------	------

Number of Agencies Applied	0
----------------------------	---

Total Number of Officers for Application	23
--	----

Number of Officers on Approved Applications	23
---	----

APPLICATION PROFILE

Fiscal Year	2022
-------------	------

Vest Replacement Cycle ⓘ	5
--------------------------	---

Number of Officers	23
--------------------	----

Number of Emergency Replacement Needs ⓘ	Number of Stolen or Damaged	0
---	-----------------------------	---

Number of Emergency Replacement Needs ⓘ	Number of Officer Turnover	1
---	----------------------------	---

APPLICATION DETAILS

NIJ#	Quantity	Unit Price	Extended Cost	Tax Shipping and Handling	Total Cost
BA-3A00S-XT03	10	\$849.75	\$8,497.50	\$150.00	\$8,647.50
Grand Totals	10		\$8,497.50	\$150.00	\$8,647.50

AWARD SUMMARY FOR FY2022 REGULAR FUND

Funds Type	Eligible Amount	Award	Date Approved	Status
Regular Fund	\$8,647.50	\$4,323.75	09/21/22	Approved by BVP
Grand Totals:	\$8,647.50	\$4,323.75		

RETURN

Goebel Music

From: BVP Email Account <ojp@public.govdelivery.com>
Sent: Wednesday, September 21, 2022 11:21 AM
To: Goebel Music
Subject: Bulletproof Vest Partnership (BVP) – FY 2022 Award Announcement

Dear BVP applicant,

The Bureau of Justice Assistance (BJA) is pleased to inform you that your jurisdiction will receive an award under the Fiscal Year (FY) 2022 Patrick Leahy Bulletproof Vest Partnership (BVP) solicitation. These funds have been posted to your account in the [BVP System](#). A complete list of FY 2022 BVP awards is available at: <https://www.ojp.gov/program/bulletproof-vest-partnership/overview>.

Important: Jurisdictions must be registered in the SAM system (<https://www.sam.gov/SAM/>) in order to be paid for any 2022 BVP funds. Please ensure the banking information in SAM is up to date. For more information about renewing and updating your existing SAM registration, or registering in SAM as a new entity, please visit <https://sam.gov/content/status-tracker>. The SAM Helpdesk can be reached at 866-606-8220.

The FY 2022 award may be used for National Institute of Justice (NIJ) compliant armored vests which were ordered after April 1, 2022. The deadline to request payments from the FY 2022 award is August 31, 2024, or until all available funds have been requested. Awards will not be extended past that date, and any unused funds will be forfeited.

Please see the following website for a list of NIJ compliant vests: <https://cjtec.org/compliance-testing-program/compliant-product-lists/>. As a reminder, all jurisdictions that applied for FY 2022 BVP funding certified that a mandatory wear policy was in place for their jurisdiction. BJA will be conducting reviews of the mandatory wear policies as funds are requested from the BVP System. For more information on the BVP mandatory wear policy, please see the BVP Frequently Asked Questions document: https://www.ojp.gov/sites/g/files/xyckuh241/files/media/document/FAQsBVP MandatoryWearPolicy_0.pdf.

Finally, please visit the following page for checklists and guides for each step of the BVP process: <https://www.ojp.gov/program/bulletproof-vest-partnership/program-resources>.

For questions regarding the BVP Program or your award, please do not hesitate to contact the BVP Help Desk at vests@usdoj.gov or 1-877-758-3787.

In addition, please visit BJA's Officer Robert Wilson III Preventing Violence Against Law Enforcement Officers and Ensuring Officer Resilience and Survivability (VALOR) Initiative website to obtain other information regarding officer safety: [VALOR Officer Safety and Wellness Initiative | Overview | Bureau of Justice Assistance \(ojp.gov\)](#). The VALOR Initiative is a comprehensive set of programs that deliver no-cost officer safety, wellness, resilience training, resources, and technical assistance to law enforcement throughout the

country. VALOR brings together the latest research and practices to address current and emerging officer safety and wellness issues/threats. Please see the VALOR Initiative Overview-Booklet for a detailed synopsis of this important initiative: [BJA VALOR INITIATIVE \(ojp.gov\)](https://www.ojp.gov/BJA/VALOR).

Thank you BVP Program Support Team

Bureau of Justice Assistance

This email was sent to goebel.music@chickashapd.org using GovDelivery Communications Cloud on behalf of: Department of Justice · Washington, DC

FY 2022 BVP Awards

State	Jurisdiction Name (City)	BVP Funding Amount
AK	ALASKA	\$14,305.41
AK	ANCHORAGE MUNICIPALITY	\$21,818.19
AK	CORDOVA CITY	\$1,537.50
AK	FAIRBANKS CITY	\$2,999.50
AK	HOMER CITY	\$6,395.00
AK	JUNEAU CITY AND BOROUGH	\$6,156.00
AK	KENAI CITY	\$2,815.00
AK	KODIAK CITY	\$3,300.00
AK	PALMER CITY	\$4,758.00
AK	SEWARD CITY	\$3,378.00
AK	SITKA CITY AND BOROUGH	\$1,921.50
AK	SOLDOTNA CITY	\$1,175.00
AK	WASILLA CITY	\$5,630.00
AK	WRANGELL CITY	\$1,330.00
	Totals for AK(14 Jurisdictions):	\$77,519.10
AL	ALABAMA	\$34,012.42
AL	ALABASTER CITY	\$3,930.36
AL	ANNISTON CITY	\$5,006.50
AL	ARAB CITY	\$4,253.18
AL	ATHENS CITY	\$11,028.50
AL	AUTAUGA COUNTY	\$4,009.50
AL	BAY MINETTE CITY	\$2,187.00
AL	BUTLER COUNTY	\$800.00
AL	CENTRE CITY	\$3,232.83
AL	COFFEE COUNTY	\$2,516.50
AL	COTTONWOOD TOWN	\$400.00
AL	CULLMAN COUNTY	\$4,312.50
AL	DAPHNE CITY	\$7,590.13
AL	DECATUR CITY	\$16,222.50
AL	DEMOPOLIS CITY	\$1,083.00
AL	DOTHAN CITY	\$26,900.00
AL	FAIRHOPE CITY	\$3,690.00
AL	FLORENCE CITY	\$12,213.00
AL	FOLEY CITY	\$5,788.50
AL	FULTONDALE CITY	\$6,930.00
AL	GADSDEN CITY	\$18,037.50
AL	GORDO TOWN	\$2,717.50
AL	GREENVILLE CITY	\$3,316.52
AL	GUNTERSVILLE CITY	\$3,636.00
AL	HALE COUNTY	\$2,322.05
AL	HARTSELLE CITY	\$11,462.00
AL	HENRY COUNTY	\$2,000.00
AL	HOOVER CITY	\$28,636.00
AL	HUEYTOWN CITY	\$3,514.07
AL	JACKSONVILLE CITY	\$5,614.41
AL	JEFFERSON COUNTY	\$21,822.45

OH	SHAKER HEIGHTS CITY	\$6,486.00
OH	SHARONVILLE CITY	\$4,519.50
OH	SHAWNEE TOWNSHIP	\$5,089.58
OH	SHELBY CITY	\$1,487.50
OH	SIDNEY CITY	\$4,714.05
OH	SILVER LAKE VILLAGE	\$799.99
OH	SINCLAIR COMMUNITY COLL	\$4,013.00
OH	SPRINGBORO CITY	\$9,758.68
OH	SPRINGFIELD CITY	\$15,153.13
OH	STREETSBO RO CITY	\$2,830.00
OH	TROTWOOD CITY	\$1,092.75
OH	TROY CITY	\$3,216.65
OH	TUSCARAWAS COUNTY	\$4,998.75
OH	TWINSBURG CITY	\$3,800.00
OH	UNION CITY	\$4,466.00
OH	UNION COUNTY	\$9,080.00
OH	UNIVERSITY HEIGHTS CITY	\$2,100.00
OH	UPPER ARLINGTON CITY	\$4,226.00
OH	URBANA CITY	\$800.00
OH	VALLEY VIEW VILLAGE	\$2,200.00
OH	VANDALIA CITY	\$6,201.65
OH	WADSWORTH CITY	\$3,578.80
OH	WALTON HILLS VILLAGE	\$1,504.00
OH	WARREN CITY	\$4,000.00
OH	WASHINGTON COUNTY	\$10,081.50
OH	WEST MILTON VILLAGE	\$719.27
OH	WESTERVILLE CITY	\$4,000.00
OH	WESTLAKE CITY	\$5,911.20
OH	WICKLIFFE CITY	\$5,317.20
OH	WILLOUGHBY HILLS CITY	\$2,415.80
OH	WORTHINGTON CITY	\$4,206.30
OH	XENIA CITY	\$1,480.50
OH	YOUNGSTOWN CITY	\$12,800.00
	Totals for OH(134 Jurisdictions):	\$692,697.67
OK	ADA CITY	\$9,405.00
OK	ARDMORE CITY	\$4,800.00
OK	BARTLESVILLE CITY	\$6,012.50
OK	BIXBY CITY	\$7,665.00
OK	BLANCHARD CITY	\$5,840.00
OK	CANADIAN COUNTY	\$2,915.48
OK	CHICKASHA CITY	\$4,323.75
OK	CHOCTAW CITY	\$735.00
OK	CLAREMORE CITY	\$9,056.25
OK	COLLINSVILLE CITY	\$1,513.00
OK	ELK CITY	\$4,035.00
OK	ENID CITY	\$9,885.50
OK	GLENPOOL CITY	\$4,008.76
OK	MCALESTER CITY	\$5,355.00
OK	MOORE CITY	\$16,705.50



City of
CHICKASHA

Meeting Type: Council Agenda 10-17-2022

Meeting Date: 10/17/2022

Department: Community Development

Agenda Item No. 6.b.

AGENDA ITEM: Discussion, consideration and possible action to approve the request from the Chickasha Economic Development to add New Overhead String lights over the 100 and 200 blocks of Chickasha Avenue.

I. BACKGROUND/DESCRIPTION:

The Chickasha Economic Development council would like to place new string lights down the 100 to 200 blocks of Chickasha Ave.

These would be owned by the EDC and they are responsible for the maintenance of these lights.

II. RECOMMENDED ACTION:

Approve the request from the Chickasha Economic Development to add New Overhead String lights over the 100 and 200 blocks of Chickasha Avenue.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Rachel Bernish, Community Development Director	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: October 17, 2022	(From)		

V. ATTACHMENTS:



City of
CHICKASHA

Meeting Type: Council Agenda 10-17-2022

Meeting Date: 10/17/2022

Department: Community Development

Agenda Item No. 6.c.

AGENDA ITEM: Discussion, consideration and possible action to approve the Chickasha Arts Council to adopt and decorate during the Holiday Season the Pocket Park located at 6th and Chickasha

I. BACKGROUND/DESCRIPTION:

This approval would allow for the Chickasha Arts Council to adopt and decorate the city-owned and maintained park at 6th and Chickasha on the north-east corner.

All decorations will be required to be removed no later than January 15th 2023.

II. RECOMMENDED ACTION:

Approve the Chickasha Arts Council to adopt and decorate during the Holiday Season the Pocket Park located at 6th and Chickasha.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Rachel Bernish, Community Development Director	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: October 17, 2022	(From)		

V. ATTACHMENTS:



City of
CHICKASHA

Meeting Type: Council Agenda 10-17-2022

Meeting Date: 10/17/2022

Department: Community Development

Agenda Item No. 6.d.

AGENDA ITEM: Discussion, consideration and possible to approve the request for the Chickasha Masonic Lodge #94 to adopt and decorate the park at the southwest corner of 6th and Chickasha during the Holiday Season.

I. BACKGROUND/DESCRIPTION:

The Mason's would like to adopt and decorate the park at the Southwest Corner of 6th and Chickasha.

All items will need to be removed by January 15, 2023.

II. RECOMMENDED ACTION:

Approve the request for the Chickasha Masonic Lodge #94 to adopt and decorate the park at the southwest corner of 6th and Chickasha during the Holiday Season.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Rachel Bernish, Community Development Director	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: October 17, 2022	(From)		

V. ATTACHMENTS:



City of
CHICKASHA

Meeting Type: Council Agenda 10-17-2022

Meeting Date: 10/17/2022

Department: Community Development

Agenda Item No. 6.e.

AGENDA ITEM: Discussion, consideration and possible action to approve Lamp Shade globes over the lights along Chickasha Ave. during the holiday season.

I. BACKGROUND/DESCRIPTION:

These shades will be provided and paid for by the Chickasha Economic Development Council. They will be required to be removed by January 15, 2023

II. RECOMMENDED ACTION:

III. FISCAL INFORMATION -

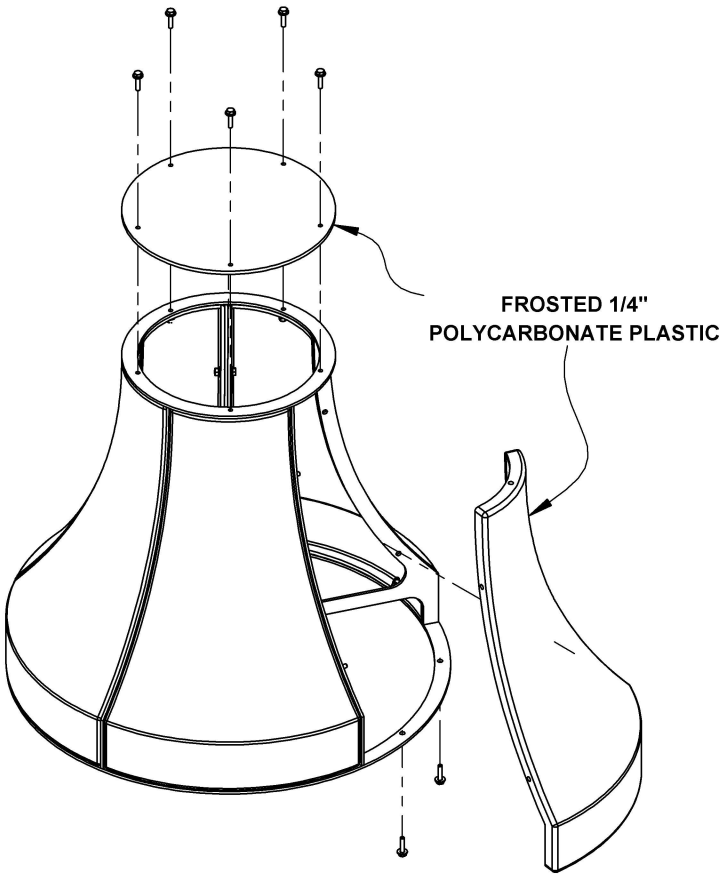
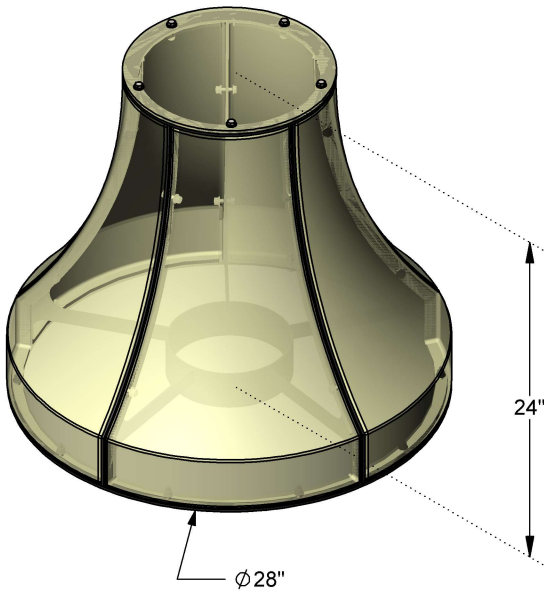
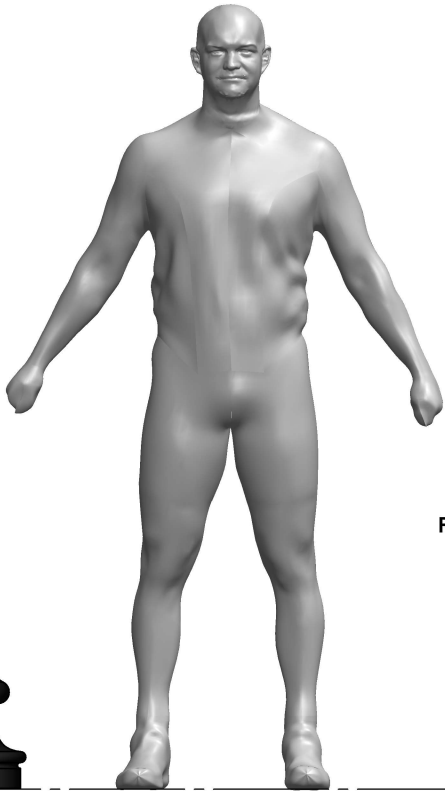
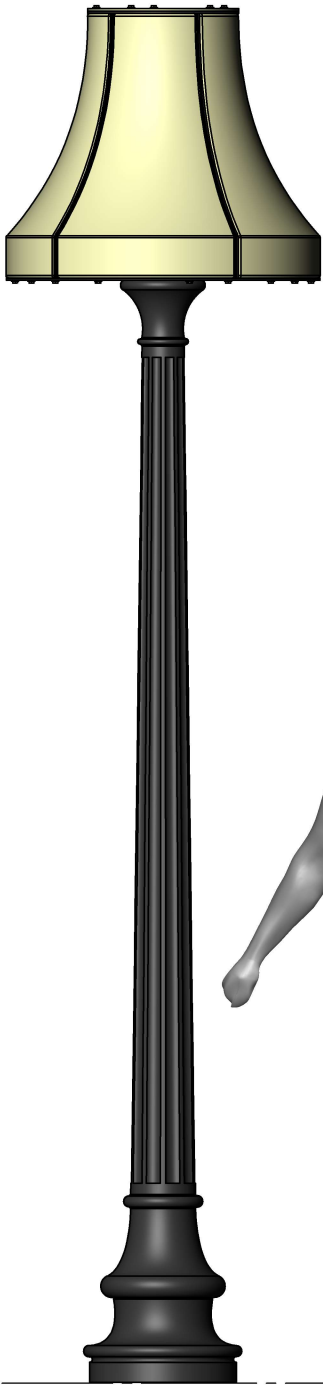
IV. FUND INFORMATION:

Dept. Director: Rachel Bernish, Community Development Director	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: October 17, 2022	(From)		

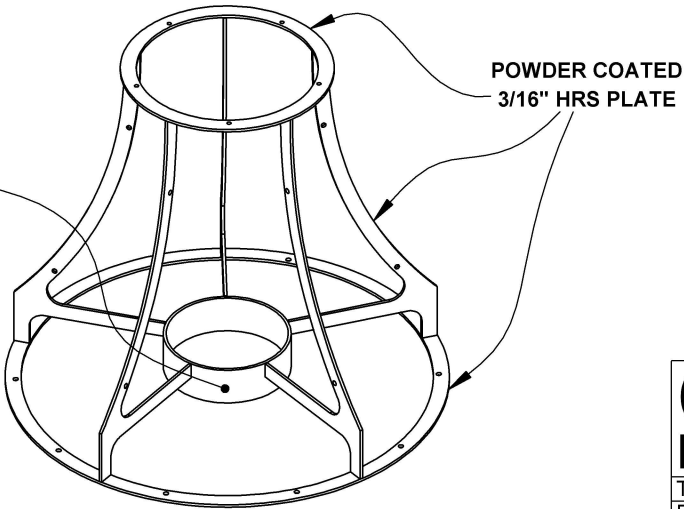
V. ATTACHMENTS:

1. CHICKASHA LAMP POST SHADE
2. RENDER-1
3. RENDER-2
4. RENDER-3

REV	DESCRIPTION	DATE



8" OD X 3/16"
RND TUBE STEEL



ITEM	QTY.	DESCRIPTION	MATERIAL	FILE

C&L

FABRICATION

C & L FABRICATION, LLC.

2510 NE HERITAGE CR.

LAWTON, OK 73507

580-512-3137

CRSGLN@GMAIL.COM

TITLE: CHICKASHA LAMP POST SHADE

P/N: SCALE: 1:17

.X = ± .060

DATE: 8/9/2022

DEM: IN

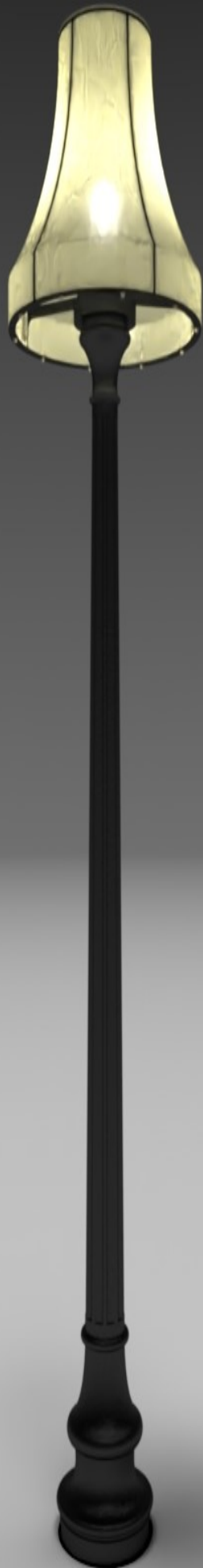
REV: A

.XX = ± .010

AUTH: CHRIS

Page 65 of 108

1









City of
CHICKASHA

Meeting Type: Council Agenda 10-17-2022

Meeting Date: 10/17/2022

Department: Community Development

Agenda Item No. 6.f.

AGENDA ITEM: Discussion, consideration and possible action to approve the Downtown Depot Park Historical Signs to be placed in City-approved locations in the City of Chickasha.

I. BACKGROUND/DESCRIPTION:

The Chickasha Economic Development Council has reached out to ODOT for the historical signage for Downtown Depot Park.

There will be a possible 7 locations for signs in the city limits with various locations

These will be paid for by the EDC but the signs will be maintained by the City of Chickasha crew thereafter.

These signs are the standard brown historical signs that are 30" by 36"

II. RECOMMENDED ACTION:

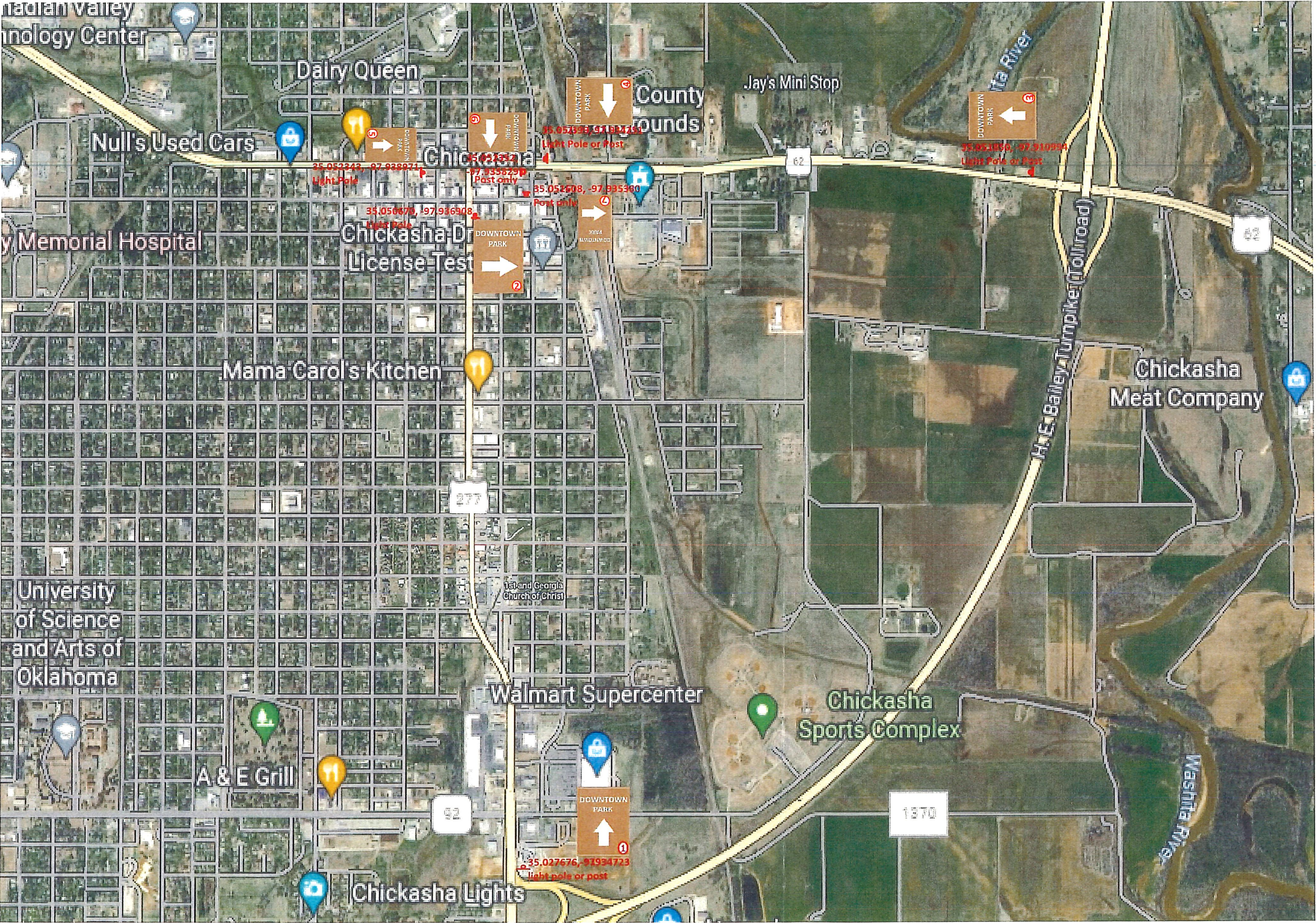
III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Rachel Bernish, Community Development Director	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: October 17, 2022	(From)		

V. ATTACHMENTS:

1. 20221006091637268
2. 20221006091624577





①

Location: 230' north of exit ramp of I-44 on 81Hwy (35.027676, -97.934723)

Can be mounted on post or light pole

Legend will read Downtown Park with arrow

Sign size will not exceed 30 inches wide 36 inches tall

The bottom of the sign shall be 7 feet from surface

Installation and maintenance of all signs will be the responsibility of the City of Chickasha



2

Location: 220' West of Chickasha Ave on 81Hwy Northbound (35.027676, -97.934723)

Can be mounted on post or light pole

Legend will read Downtown Park with arrow

Sign size will not exceed 30 inches wide 36 inches tall

The bottom of the sign shall be 7 feet from surface

Installation and maintenance of all signs will be the responsibility of the City of Chickasha



3

Location: 290' West of I-44 exit Ramp on 62Hwy Westbound (35.051850, -97.910994)

3

Can be mounted on post or light pole

Legend will read Downtown Park with arrow

Sign size will not exceed 30 inches wide 36 inches tall

The bottom of the sign shall be 7 feet from surface

Installation and maintenance of all signs will be the responsibility of the City of Chickasha

attach to pole to stay out of ODOT Easement.



Location: 360' East of N 3rd on 62Hwy Westbound (35.052399, -97.934251)

Can be mounted on post or light pole

Legend will read Downtown Park with arrow

Sign size will not exceed 30 inches wide 36 inches tall

The bottom of the sign shall be 7 feet from surface

Installation and maintenance of all signs will be the responsibility of the City of Chickasha



Location: 200' west of N 5rd on 62Hwy Eastbound (35.052343, -97.938971)

Can be mounted on light pole

Legend will read Downtown Park with arrow

Sign size will not exceed 30 inches wide 36 inches tall

The bottom of the sign shall be 7 feet from surface

Installation and maintenance of all signs will be the responsibility of the City of Chickasha



Location: 115' west of N 3rd on 62Hwy Eastbound (35.052352, -97.935829)

Can be mounted on Post

Legend will read Downtown Park with arrow

Sign size will not exceed 30 inches wide 36 inches tall

The bottom of the sign shall be 7 feet from surface

Installation and maintenance of all signs will be the responsibility of the City of Chickasha



Location: 275' South of 62Hwy on N 3rd Southbound (35.051608, -97.935380)

Can be mounted on Post

Legend will read Downtown Park with arrow

Sign size will not exceed 30 inches wide 36 inches tall

The bottom of the sign shall be 7 feet from surface

Installation and maintenance of all signs will be the responsibility of the City of Chickasha



City of
CHICKASHA

Meeting Type: Council Agenda 10-17-2022

Meeting Date: 10/17/2022

Department: Fire Department

Agenda Item No. 6.g.

AGENDA ITEM: Discussion, consideration and possible action to approve the renewal of the Stryker Service Contract for a cost not to exceed \$4,921.20.

I. BACKGROUND/DESCRIPTION:

This is the annual service contract for our Stryker cots and power load systems. Half of the cost will be reimbursed by the Grady County 522 EMS District.

II. RECOMMENDED ACTION:

Staff recommends the renewal of the Stryker Service Contract not to exceed \$4,921.60 and authorize the Mayor/Interim City Manager to execute the necessary documents.

III. FISCAL INFORMATION - Half of the cost will be reimbursed by the 522 District.

IV. FUND INFORMATION:

Dept. Director: Tony Samaniego, Fire Chief	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: October 17, 2022	(From)		

V. ATTACHMENTS:

1. Paul Ross - Chickasha EMS - EMS Prevent - 1 - - 220915100530

Sales Rep Name: Todd Shire
ProCare Service Rep: Paul Ross

3800 E. Centre Ave
Portage, MI 49009

Date: 9/15/2022
ID #: 220915100530

PROCARE PROPOSAL SUBMITTED TO:

Billing Acc Num:
Shipping Acct Num: 1075100
Account Name Chickasha EMS
Account Address 1700 Harley Day Dr
City, State Zip Chickasha, OK 73018

Name: Tony Samaniego
Title: Deputy Chief
Phone: (405) 222-6033
Email: Tony.samaniego@chickasha.org

PROCARE COVERAGE

Item No.	Model Number	Model Description	ProCare Program	Qty	Yrs		Total
1	6390	Power-LOAD	EMS Prevent	2	1		\$3,704.00
2	6506	Power Cots	EMS Prevent	1	1		\$1,410.00
3	6252	Stair Chair	EMS Prevent NB	2	1		\$506.00
4	6506	Power Cots	EMS PM Only	2	1		\$532.00

PROGRAM INCLUDES:**EMS Prevent NB:**

*Includes parts, labor, travel
*Includes 1 annual PM inspection
*Includes unscheduled service and product equipment checklists.
*Replacement parts do not include mattresses, batteries, and other Disposable or expendable parts.

EMS Prevent:

*Includes parts, labor, travel
*Includes 1 annual PM inspection
*Includes unscheduled service
*Includes battery replacement
*Includes product equipment checklists.
*Replacement parts do not include mattresses, and other Disposable or expendable parts.

EMS PM Only:

*Includes 1 annual PM only.

Unless otherwise stated on contract, payment is expected upfront.

ProCare Total	\$6,152.00
Discount	20%
FINAL TOTAL	\$4,921.60

Start Date: 11/1/2022
End Date: 10/31/2023

Stryker Signature

Date

Customer Signature

Date

The Terms and Conditions of this quote and any subsequent purchase order of the Customer are governed by the Terms and Conditions located at
<https://techweb.stryker.com>

The terms and conditions referenced in the immediately preceding sentence do not apply where Customer and Stryker are parties to a Master Service Agreement.

Purchase Order Number

This is not an invoice. A physical invoice will be mailed.
Remit payment to: P.O. Box 93308 Chicago, IL 60673-3308

If contract is over \$5,000 please send hard copy PO

COMMENTS:

Please email signed Proposal and Purchase Order to procarecoordinators@stryker.com.
All information contained within this quotation is considered confidential and proprietary and is not subject to public disclosure.
**Quote pricing valid for 30 days.

SERIAL NUMBER SHEET			
Item No.	Model	Serial Number	Program
1	6390	161140643	EMS Prevent
2	6390	170139712	EMS Prevent
3	6506	110239620	EMS Prevent
4	6252	041239779	EMS Prevent NB
5	6252	041239780	EMS Prevent NB
6	6506	2103003500450	EMS PM Only
7	6506	2103003500449	EMS PM Only

Purchase Order Form



Account Manager _____
Cell Phone _____

Purchase Order Date _____
Expected Delivery Date _____
Stryker Quote Number 220915100530

Check box if Billing same as Shipping ☐

BILL TO		CUSTOMER #
Billing Account Num	0	
Company Name		
Contact or Department		
Street Address		
Addt'l Address Line		
City, ST ZIP		
Phone		

SHIP TO		CUSTOMER #
Shipping Account Num	1075100	
Company Name	Chickasha EMS	
Contact or Department	Tony Samaniego	
Street Address	1700 Harley Day Dr	
Addt'l Address Line		
City, ST ZIP	Chickasha, OK 73018	
Phone	(405) 222-6033	

Authorized Customer Initials _____

Authorized Customer Initials _____

DESCRIPTION	QTY	TOTAL
REFERENCE QUOTE		

Accounts Payable Contact Information

Name _____
Email _____
Phone _____

Stryker Terms and Conditions
<https://techweb.stryker.com>

Authorized Customer Signature

Printed Name _____
Title _____
Signature _____
Date _____

Attachment Stryker Quote Number 220915100530

*Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services on the Stryker Quote.



City of
CHICKASHA

Meeting Type: Council Agenda 10-17-2022

Meeting Date: 10/17/2022

Department: City Clerk

Agenda Item No. 6.h.

AGENDA ITEM: Discussion, consideration, and possible action to approve an oil and gas lease agreement with Dutton Resources, LLC for the following Tract of property:
Tract 1: An undivided 80.00 acres MORE OR LESS in SE/4 Section 10, Township 8 North, Range 9 West, Caddo County, Oklahoma;

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Approve an oil and gas lease agreement with Dutton Resources, LLC for the following Tract of property:

Tract 1: An undivided 80.00 acres MORE OR LESS in SE/4 Section 10, Township 8 North, Range 9 West, Caddo County, Oklahoma.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: October 10, 2022	(From)		

V. ATTACHMENTS:

1. Dutton Tract 1

OIL AND GAS LEASE
(Paid-up)

AGREEMENT, made and entered into this ____ day of _____, 2022, by and between The City of Chickasha, Oklahoma, a municipal Corporation of the State of Oklahoma, 117 N. 4th Street, Chickasha, OK 73018, party of the first part, hereinafter called Lessor (whether one or more), and Dutton Resources, LLC, with a mailing address of P.O. Box 5378 Edmond, OK 73083, party of the second part, hereinafter called Lessee.

WITNESSETH, that the said Lessor, for and in consideration of Ten Dollars, cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of Lessee to be paid, kept and performed, has granted, demised, leased and let and by these presents does grant, demise, lease and let unto the said Lessee, for the sole and only purpose of exploring by geophysical and other methods, mining and operating for oil (including but not limited to distillate and condensate), gas (including casinghead gas and helium and all other constituents), and for laying pipelines, and building tanks, power stations and structures thereon, to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situated in the County of Caddo, State of Oklahoma, described as follows, to-wit:

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

1. It is agreed that this lease shall remain in force for a term of three (3) years from date (herein called primary term) and so long thereafter as oil or gas, or either of them, is produced from said land by the Lessee.
2. In consideration of the premises the said Lessee covenants and agrees:
 - A. To deliver to the credit of Lessor free of cost, in the pipeline to which it may connect its wells, a three-sixteenths (3/16) part of all oil and gas (including but not limited to condensate and distillate) produced and saved from the leased premises.
 - B. During any period (whether before or after expiration of the primary term hereof) when gas is not being so sold or used and the well or wells are shut in and there is no current production of oil or operations on said leased premises sufficient to keep this lease in force, Lessee shall pay or tender a royalty of One Dollar (\$1.00) per year per net royalty acre retained hereunder, such payment or tender to be made, on or before the later of ninety (90) days following the date of shut in or the anniversary date of this lease during the period such well is shut in, to the Lessor. When such payment or tender is made it will be considered that gas is being produced within the meaning of the entire lease.
3. If, at the expiration of the primary term, there is no production in paying quantities on the leased land or on lands pooled therewith but Lessee is conducting operations for drilling, completing or reworking a well, this lease nevertheless shall continue as long as such operations are prosecuted or additional operations are commenced and prosecuted (whether on the same or successive wells) with no cessation of more than ninety (90) days, and if production is discovered,

this lease shall continue as long thereafter as oil or gas are produced. In addition, if at any time or times after the primary term, there is a total cessation of all production, for any cause (other than an event of force majeure), this lease shall not terminate if Lessee commences or resumes any drilling or reworking operations or production within ninety (90) days after such cessation. Drilling operations or mining operations shall be deemed to be commenced when the first material is placed on the leased premises or when the first work other than surveying or staking the location is done thereon which is necessary for such operations.

4. Lessee is hereby granted the right at any time and from time to time to unitize the leased premises or any portion or portions thereof, as to all strata or any stratum or strata, with any other lands as to all strata or any stratum or strata, for the production primarily of oil or primarily of gas with or without distillate. However, no unit for the production primarily of oil shall embrace more than 160 acres, or for the production primarily of gas with or without distillate more than 640 acres; provided that if any governmental regulation shall permit or prescribe a spacing pattern for the development of the field or allocate a producing allowable based on acreage per well, then any such unit may embrace as much additional acreage as may be so permitted or prescribed or as may be used in such allocation of allowable. Lessee shall file written unit designations in the county in which the leased premises are located unless the pooling or unitization results from governmental order or rule, in which case no such written designation shall be required. Operations upon and production from the unit shall be treated as if such operations were upon or such production were from the leased premises whether or not the well or wells are located thereon. The entire acreage within a unit shall be treated for all purposes as if it were covered by and included in this lease except that the royalty on production from the unit shall be as below provided, and except that in calculating the amount of any shut in gas royalties, only the part of the acreage originally leased and then actually embraced by this lease shall be counted. In respect to production from the unit, Lessee shall pay Lessor, in lieu of other royalties thereon, only such proportion of the royalties stipulated herein as the amount of his acreage placed in the unit, or his royalty interest therein on an acreage basis bears to the total acreage in the unit.

5. If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties herein provided shall be paid to the Lessor only in the proportion which his interest bears to the whole and undivided fee.

6. Lessee shall have the right to use, free of cost, gas, oil, and produced on said land for its operations thereon, except water from the leased premises.

7. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

8. If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns. However, no change or division in ownership of the land or royalties shall enlarge the obligations or diminish the rights of Lessee. No change in the ownership of the land or royalties shall be binding on the Lessee until after the Lessee has been furnished with a written transfer or assignment or a true copy thereof. In case Lessee assigns this lease, in whole or in part, lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

9. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules and Regulations, and this lease shall not be terminated, in whole or in

part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or such failure is the result of any such Law, Order, Rule or Regulation, or operation of force majeure.

10. This lease shall be effective as to Lessor on execution hereof and shall be binding on those signing, notwithstanding some of the Lessors above named may not join in the execution hereof. The word "Lessor" as used in this lease means the party or parties who execute this lease as Lessor, although not named above.

11. Lessor does not guarantee or warrant title to the above described properties. In the event of failure of title, Lessor shall not be required to refund any bonuses, royalties, shut-in payments or other considerations paid to lessors.

12. Lessee may at any time and from time to time surrender this lease as to any part or parts of the leased premises by delivering or mailing a release thereof to lessor, or by placing a release of record in the proper County.

13. Lessee shall pay for all damages to land and crops caused by its operations. No well shall be drilled nearer than 200 feet to any house or barn now on said premises, without the written consent of the Lessor.

14. The Lessee's failure to comply with any covenant or obligation of this lease shall not result in the forfeiture of the lease unless and until lessor has provided lessee notice of such default and gives Lessee sixty (60) days in which to cure such default.

15. Before commencing any operations on lands where Lessor is the owner of the surface Lessee shall obtain from Lessor, by written agreement, permission to use that certain portion of said lands set out in the written agreement for drill site and to conduct mining and drilling operations or the production, storage, or removal of minerals therefrom.

16. This Lease is subject to and fully includes each and every provision as provided on Exhibit "A" attached hereto and made a part hereof.

IN TESTIMONY WHEREOF, we sign this ____ day of _____, 2022.

ATTEST:

The City of Chickasha, Oklahoma,
a municipal Corporation of the State of Oklahoma

CITY CLERK

By: _____
MAYOR

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
COUNTY OF GRADY) SS:

Before me, in and for said county and State, on this ____ day of _____, 2022, personally appeared Chris Mosley, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as the Mayor of the City of Chickasha, and acknowledged before me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such municipal corporation, for the uses and purposes therein set forth.

My Commission Expires: _____
Notary Public

Commission No.: _____

EXHIBIT "A"

Attached to and made a part of that certain Oil and Gas Lease dated the _____ day of _____, 2022, between the City of Chickasha, a municipal corporation, of the State of Oklahoma, as Lessor and Dutton Resources, LLC, with a mailing address of P.O. Box 5378 Edmond, OK 73083, as Lessee. Said addendum and additional provisions relate to the following tract of property:

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

- 1) Notwithstanding anything herein above to the contrary, it is expressly provided that the provisions of the following paragraphs shall prevail in the event of the conflict with any provisions in the preceding printed form Oil and Gas Lease.
- 2) Notwithstanding anything to the contrary contained herein, upon expiration of the primary term of this lease, this lease shall automatically terminate and expire as to all leasehold rights below 100 feet below the stratigraphic equivalent of the deepest common source of supply penetrated in any well, spud after the date of this lease, on lands covered by this lease or on lands with which lands covered by this lease are spaced by order of the Oklahoma Corporation Commission or voluntarily unitized therewith. Provided, however, if within the primary term of this lease, lessee should commence operations to drill, deepen, or rework a well under the terms of this lease, the lessee shall have the right to drill such well to completion and/or continue deepening and/or complete reworking operations with reasonable diligence and dispatch, and if oil and gas be found in paying quantities, this lease shall terminate only to the depth provided in this clause.
- 3) Notwithstanding anything to the contrary contained herein, it is expressly agreed that the completion of a well capable of production in paying quantities on a drilling and spacing unit(s), established by any governmental authority or agency shall extend beyond the primary terms only that portion of the leased premises contained within said drilling and spacing unit(s), and that, subject to the provisions of this paragraph, the portion of the leased premises outside the said drilling and spacing unit(s) shall be released at the expiration of the primary term. Provided, however, that if within the primary term of this Lease, Lessee shall commence operations to drill or rework a well under the terms of this Lease, the Lessee shall have the right to drill such a well to completion and/or complete reworking operations with reasonable diligence and dispatch, and if oil or gas be found in paying quantities, this Lease shall terminate only to those lands lying outside of said drilling and spacing units(s). If a "unit" has not been established by any state regulatory agency of the State of Oklahoma, or under the pooling clause of this lease, "unit" shall be deemed for all purposes to comprise the governmental quarter/quarter/quarter section (10 Acres) upon which the borehole of any well drilled pursuant to this lease is actually located.

- 4) There shall be no salt water disposal on the above-described real property.
- 5) Lessee shall indemnify and hold Lessor harmless from any and all liability, liens, demands, judgments, suits, and claims of any kind or character arising out of, in connection with, or relating to Lessee's operations under the terms of this Lease, including, but not limited to, claims for injury to or death of any persons, or damage, loss or destruction of any property, real or personal, under any theory of tort, contract, or strict liability.
- 6) Notwithstanding anything to the contrary contained herein, after the expiration of the primary term of this lease, shut-in royalty payments shall be restricted to maintain this lease in force for a maximum of two (2) years for each shut-in period.
- 7) The use of the above described property by Lessee is limited only to producing wells physically located on said premises. Tank batteries and other applicable equipment shall not be located hereon, except for wells actually located on the leased premises. Pipelines and roads across the leased premises are limited to those wells located on the leased premises and only after payment of damages as determined by the parties.
- 8) Notwithstanding anything herein to the contrary, Lessee shall pay royalty on the fair market value received at the point of sale, with an arms length transaction, without any post production expenses or costs being prorated back to Lessor. Such post production expenses/costs are to include, but are not limited to, the cost of producing, gathering, storing, separating, treating, dehydrating, compressing, processing, manufacturing, transporting, and marketing the oil and/or gas produced hereunder whether the point of sale is at or off the leased premises. Such royalty is to include all oil, gas; including all its constituents and any other by-products produced and saved from the leased premises.
- 9) It is specifically understood by Lessee that any operations of the Leased Premises by the Lessee shall be in accordance with the laws and statutes of the State of Oklahoma and the Ordinances of the City of Chickasha, the rules and regulations of any other state or Federal regulatory agency. It is further understood that if the Leased Premises are a part of the municipal airport of the City of Chickasha, then the rules and regulations of the Federal Aviation Administration and the Ordinances of the City of Chickasha shall govern the location of the drill site, and any drilling operations thereon.
- 10) Lessee agrees that substantiation and validation of this lease is at the sole discretion and obligation of the Lessee and if lease is rendered invalid for any reason, save typographical error, including names or descriptions, Lessor shall not be required to refund any rents, royalties, bonuses, shut-in payments or other considerations paid.
- 11) Surface damages shall be negotiated separate from this lease, or, if the parties cannot agree on an amount, Lessee shall take such action as necessary pursuant to the Surface Damage Act.

SIGNED FOR IDENTIFICATION:

LESSOR: The City of Chickasha, Oklahoma
a municipal Corporation of the State of Oklahoma

By: _____
MAYOR

ATTEST:

CITY CLERK



City of
CHICKASHA

Meeting Type: Council Agenda 10-17-2022

Meeting Date: 10/17/2022

Department: City Clerk

Agenda Item No. 6.i.

AGENDA ITEM: Discussion, consideration, and possible action to approve an oil and gas lease agreement with Dutton Resources, LLC for the following Tract of property:
Tract 2: An undivided 245.00 acres MORE OR LESS 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.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Approve an oil and gas lease agreement with Dutton Resources, LLC for the following Tract of property:

Tract 2: An undivided 245.00 acres MORE OR LESS 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.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: October 10, 2022	(From)		

V. ATTACHMENTS:

1. Dutton Tract 2

OIL AND GAS LEASE

(Paid-up)

AGREEMENT, made and entered into this ____ day of _____, 2022, by and between The City of Chickasha, Oklahoma, a municipal Corporation of the State of Oklahoma, 117 N. 4th Street, Chickasha, OK 73018, party of the first part, hereinafter called Lessor (whether one or more), and Dutton Resources, LLC, with a mailing address of P.O. Box 5378 Edmond, OK 73083, party of the second part, hereinafter called Lessee.

WITNESSETH, that the said Lessor, for and in consideration of Ten Dollars, cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of Lessee to be paid, kept and performed, has granted, demised, leased and let and by these presents does grant, demise, lease and let unto the said Lessee, for the sole and only purpose of exploring by geophysical and other methods, mining and operating for oil (including but not limited to distillate and condensate), gas (including casinghead gas and helium and all other constituents), and for laying pipelines, and building tanks, power stations and structures thereon, to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situated in the County of Caddo, State of Oklahoma, described as follows, to-wit:

An undivided 245.00 acres, more or less, 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

1. It is agreed that this lease shall remain in force for a term of three (3) years from date (herein called primary term) and so long thereafter as oil or gas, or either of them, is produced from said land by the Lessee.
2. In consideration of the premises the said Lessee covenants and agrees:
 - A. To deliver to the credit of Lessor free of cost, in the pipeline to which it may connect its wells, a three-sixteenths (3/16) part of all oil and gas (including but not limited to condensate and distillate) produced and saved from the leased premises.
 - B. During any period (whether before or after expiration of the primary term hereof) when gas is not being so sold or used and the well or wells are shut in and there is no current production of oil or operations on said leased premises sufficient to keep this lease in force, Lessee shall pay or tender a royalty of One Dollar (\$1.00) per year per net royalty acre retained hereunder, such payment or tender to be made, on or before the later of ninety (90) days following the date of shut in or the anniversary date of this lease during the period such well is shut in, to the Lessor. When such payment or tender is made it will be considered that gas is being produced within the meaning of the entire lease.
3. If, at the expiration of the primary term, there is no production in paying quantities on the leased land or on lands pooled therewith but Lessee is conducting operations for drilling,

completing or reworking a well, this lease nevertheless shall continue as long as such operations are prosecuted or additional operations are commenced and prosecuted (whether on the same or successive wells) with no cessation of more than ninety (90) days, and if production is discovered, this lease shall continue as long thereafter as oil or gas are produced. In addition, if at any time or times after the primary term, there is a total cessation of all production, for any cause (other than an event of force majeure), this lease shall not terminate if Lessee commences or resumes any drilling or reworking operations or production within ninety (90) days after such cessation. Drilling operations or mining operations shall be deemed to be commenced when the first material is placed on the leased premises or when the first work other than surveying or staking the location is done thereon which is necessary for such operations.

4. Lessee is hereby granted the right at any time and from time to time to unitize the leased premises or any portion or portions thereof, as to all strata or any stratum or strata, with any other lands as to all strata or any stratum or strata, for the production primarily of oil or primarily of gas with or without distillate. However, no unit for the production primarily of oil shall embrace more than 160 acres, or for the production primarily of gas with or without distillate more than 640 acres; provided that if any governmental regulation shall permit or prescribe a spacing pattern for the development of the field or allocate a producing allowable based on acreage per well, then any such unit may embrace as much additional acreage as may be so permitted or prescribed or as may be used in such allocation of allowable. Lessee shall file written unit designations in the county in which the leased premises are located unless the pooling or unitization results from governmental order or rule, in which case no such written designation shall be required. Operations upon and production from the unit shall be treated as if such operations were upon or such production were from the leased premises whether or not the well or wells are located thereon. The entire acreage within a unit shall be treated for all purposes as if it were covered by and included in this lease except that the royalty on production from the unit shall be as below provided, and except that in calculating the amount of any shut in gas royalties, only the part of the acreage originally leased and then actually embraced by this lease shall be counted. In respect to production from the unit, Lessee shall pay Lessor, in lieu of other royalties thereon, only such proportion of the royalties stipulated herein as the amount of his acreage placed in the unit, or his royalty interest therein on an acreage basis bears to the total acreage in the unit.
5. If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties herein provided shall be paid to the Lessor only in the proportion which his interest bears to the whole and undivided fee.
6. Lessee shall have the right to use, free of cost, gas, oil, and produced on said land for its operations thereon, except water from the leased premises.
7. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.
8. If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns. However, no change or division in ownership of the land or royalties shall enlarge the obligations or diminish the rights of Lessee. No

change in the ownership of the land or royalties shall be binding on the Lessee until after the Lessee has been furnished with a written transfer or assignment or a true copy thereof. In case Lessee assigns this lease, in whole or in part, lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

9. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules and Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or such failure is the result of any such Law, Order, Rule or Regulation, or operation of force majeure.
10. This lease shall be effective as to Lessor on execution hereof and shall be binding on those signing, notwithstanding some of the Lessors above named may not join in the execution hereof. The word "Lessor" as used in this lease means the party or parties who execute this lease as Lessor, although not named above.
11. Lessor does not guarantee or warrant title to the above described properties. In the event of failure of title, Lessor shall not be required to refund any bonuses, royalties, shut-in payments or other considerations paid to lessors.
12. Lessee may at any time and from time to time surrender this lease as to any part or parts of the leased premises by delivering or mailing a release thereof to lessor, or by placing a release of record in the proper County.
13. Lessee shall pay for all damages to land and crops caused by its operations. No well shall be drilled nearer than 200 feet to any house or barn now on said premises, without the written consent of the Lessor.
14. The Lessee's failure to comply with any covenant or obligation of this lease shall not result in the forfeiture of the lease unless and until lessor has provided lessee notice of such default and gives Lessee sixty (60) days in which to cure such default.
15. Before commencing any operations on lands where Lessor is the owner of the surface Lessee shall obtain from Lessor, by written agreement, permission to use that certain portion of said lands set out in the written agreement for drill site and to conduct mining and drilling operations or the production, storage, or removal of minerals therefrom.
16. This Lease is subject to and fully includes each and every provision as provided on Exhibit "A" attached hereto and made a part hereof.

IN TESTIMONY WHEREOF, we sign this ____ day of _____, 2022.

ATTEST:

The City of Chickasha, Oklahoma,
a municipal Corporation of the State of Oklahoma

CITY CLERK

By: _____
MAYOR

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
COUNTY OF GRADY) SS:

Before me, in and for said county and State, on this ____ day of _____, 2022, personally appeared Chris Mosley, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as the Mayor of the City of Chickasha, and acknowledged before me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such municipal corporation, for the uses and purposes therein set forth.

My Commission Expires: _____
Notary Public

Commission No.: _____

EXHIBIT "A"

Attached to and made a part of that certain Oil and Gas Lease dated the _____ day of _____, 2022, between the City of Chickasha, a municipal corporation, of the State of Oklahoma, as Lessor and Dutton Resources, LLC, with a mailing address of P.O. Box 5378 Edmond, OK 73083, as Lessee. Said addendum and additional provisions relate to the following tract of property:

An undivided 245.00, more or less, 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

- 1) Notwithstanding anything herein above to the contrary, it is expressly provided that the provisions of the following paragraphs shall prevail in the event of the conflict with any provisions in the preceding printed form Oil and Gas Lease.
- 2) Notwithstanding anything to the contrary contained herein, upon expiration of the primary term of this lease, this lease shall automatically terminate and expire as to all leasehold rights below 100 feet below the stratigraphic equivalent of the deepest common source of supply penetrated in any well, spud after the date of this lease, on lands covered by this lease or on lands with which lands covered by this lease are spaced by order of the Oklahoma Corporation Commission or voluntarily unitized therewith. Provided, however, if within the primary term of this lease, lessee should commence operations to drill, deepen, or rework a well under the terms of this lease, the lessee shall have the right to drill such well to completion and/or continue deepening and/or complete reworking operations with reasonable diligence and dispatch, and if oil and gas be found in paying quantities, this lease shall terminate only to the depth provided in this clause.
- 3) Notwithstanding anything to the contrary contained herein, it is expressly agreed that the completion of a well capable of production in paying quantities on a drilling and spacing unit(s), established by any governmental authority or agency shall extend beyond the primary terms only that portion of the leased premises contained within said drilling and spacing unit(s), and that, subject to the provisions of this paragraph, the portion of the leased premises outside the said drilling and spacing unit(s) shall be released at the expiration of the primary term. Provided, however, that if within the primary term of this Lease, Lessee shall commence operations to drill or rework a well under the terms of this Lease, the Lessee shall have the right to drill such a well to completion and/or complete reworking operations with reasonable diligence and dispatch, and if oil or gas be found in paying quantities, this Lease shall terminate only to those lands lying outside of said drilling and spacing units(s). If a "unit" has not been established by any state regulatory agency of the State of Oklahoma, or under the pooling clause of this lease, "unit" shall be deemed for all purposes to comprise the governmental quarter/quarter/quarter section (10 Acres) upon which the borehole of any well drilled pursuant to this lease is actually located.

- 4) There shall be no salt water disposal on the above-described real property.
- 5) Lessee shall indemnify and hold Lessor harmless from any and all liability, liens, demands, judgments, suits, and claims of any kind or character arising out of, in connection with, or relating to Lessee's operations under the terms of this Lease, including, but not limited to, claims for injury to or death of any persons, or damage, loss or destruction of any property, real or personal, under any theory of tort, contract, or strict liability.
- 6) Notwithstanding anything to the contrary contained herein, after the expiration of the primary term of this lease, shut-in royalty payments shall be restricted to maintain this lease in force for a maximum of two (2) years for each shut-in period.
- 7) The use of the above described property by Lessee is limited only to producing wells physically located on said premises. Tank batteries and other applicable equipment shall not be located hereon, except for wells actually located on the leased premises. Pipelines and roads across the leased premises are limited to those wells located on the leased premises and only after payment of damages as determined by the parties.
- 8) Notwithstanding anything herein to the contrary, Lessee shall pay royalty on the fair market value received at the point of sale, with an arms length transaction, without any post production expenses or costs being prorated back to Lessor. Such post production expenses/costs are to include, but are not limited to, the cost of producing, gathering, storing, separating, treating, dehydrating, compressing, processing, manufacturing, transporting, and marketing the oil and/or gas produced hereunder whether the point of sale is at or off the leased premises. Such royalty is to include all oil, gas; including all its constituents and any other by-products produced and saved from the leased premises.
- 9) It is specifically understood by Lessee that any operations of the Leased Premises by the Lessee shall be in accordance with the laws and statutes of the State of Oklahoma and the Ordinances of the City of Chickasha, the rules and regulations of any other state or Federal regulatory agency. It is further understood that if the Leased Premises are a part of the municipal airport of the City of Chickasha, then the rules and regulations of the Federal Aviation Administration and the Ordinances of the City of Chickasha shall govern the location of the drill site, and any drilling operations thereon.
- 10) Lessee agrees that substantiation and validation of this lease is at the sole discretion and obligation of the Lessee and if lease is rendered invalid for any reason, save typographical error, including names or descriptions, Lessor shall not be required to refund any rents, royalties, bonuses, shut-in payments or other considerations paid.
- 11) Surface damages shall be negotiated separate from this lease, or, if the parties cannot agree on an amount, Lessee shall take such action as necessary pursuant to the Surface Damage Act.

SIGNED FOR IDENTIFICATION:

LESSOR: The City of Chickasha, Oklahoma
a municipal Corporation of the State of Oklahoma

By: _____
MAYOR

ATTEST:

CITY CLERK



City of
CHICKASHA

Meeting Type: Council Agenda 10-17-2022

Meeting Date: 10/17/2022

Department: City Clerk

Agenda Item No. 6.j.

AGENDA ITEM: Discussion, consideration, and possible action to approve an oil and gas lease agreement with Dutton Resources, LLC for the following Tract of property:

Tract 3: An undivided 360.00 acres MORE OR LESS in NE/4; E/2 NW/4; SE/4 Section 15, Township 8 North, Range 9 West, Caddo County, Oklahoma;

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Approve an oil and gas lease agreement with Dutton Resources, LLC for the following Tract of property:

Tract 3: An undivided 360.00 acres MORE OR LESS in NE/4; E/2 NW/4; SE/4 Section 15, Township 8 North, Range 9 West, Caddo County, Oklahoma.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: October 10, 2022	(From)		

V. ATTACHMENTS:

1. Dutton Tract 3

OIL AND GAS LEASE

(Paid-up)

AGREEMENT, made and entered into this ____ day of _____, 2022, by and between The City of Chickasha, Oklahoma, a municipal Corporation of the State of Oklahoma, 117 N. 4th Street, Chickasha, OK 73018, party of the first part, hereinafter called Lessor (whether one or more), and Dutton Resources, LLC, with a mailing address of P.O. Box 5378 Edmond, OK 73083, party of the second part, hereinafter called Lessee.

WITNESSETH, that the said Lessor, for and in consideration of Ten Dollars, cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of Lessee to be paid, kept and performed, has granted, demised, leased and let and by these presents does grant, demise, lease and let unto the said Lessee, for the sole and only purpose of exploring by geophysical and other methods, mining and operating for oil (including but not limited to distillate and condensate), gas (including casinghead gas and helium and all other constituents), and for laying pipelines, and building tanks, power stations and structures thereon, to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situated in the County of Caddo, State of Oklahoma, described as follows, to-wit:

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

1. It is agreed that this lease shall remain in force for a term of three (3) years from date (herein called primary term) and so long thereafter as oil or gas, or either of them, is produced from said land by the Lessee.
2. In consideration of the premises the said Lessee covenants and agrees:
 - A. To deliver to the credit of Lessor free of cost, in the pipeline to which it may connect its wells, a three-sixteenths (3/16) part of all oil and gas (including but not limited to condensate and distillate) produced and saved from the leased premises.
 - B. During any period (whether before or after expiration of the primary term hereof) when gas is not being so sold or used and the well or wells are shut in and there is no current production of oil or operations on said leased premises sufficient to keep this lease in force, Lessee shall pay or tender a royalty of One Dollar (\$1.00) per year per net royalty acre retained hereunder, such payment or tender to be made, on or before the later of ninety (90) days following the date of shut in or the anniversary date of this lease during the period such well is shut in, to the Lessor. When such payment or tender is made it will be considered that gas is being produced within the meaning of the entire lease.
3. If, at the expiration of the primary term, there is no production in paying quantities on the leased land or on lands pooled therewith but Lessee is conducting operations for drilling,

completing or reworking a well, this lease nevertheless shall continue as long as such operations are prosecuted or additional operations are commenced and prosecuted (whether on the same or successive wells) with no cessation of more than ninety (90) days, and if production is discovered, this lease shall continue as long thereafter as oil or gas are produced. In addition, if at any time or times after the primary term, there is a total cessation of all production, for any cause (other than an event of force majeure), this lease shall not terminate if Lessee commences or resumes any drilling or reworking operations or production within ninety (90) days after such cessation. Drilling operations or mining operations shall be deemed to be commenced when the first material is placed on the leased premises or when the first work other than surveying or staking the location is done thereon which is necessary for such operations.

4. Lessee is hereby granted the right at any time and from time to time to unitize the leased premises or any portion or portions thereof, as to all strata or any stratum or strata, with any other lands as to all strata or any stratum or strata, for the production primarily of oil or primarily of gas with or without distillate. However, no unit for the production primarily of oil shall embrace more than 160 acres, or for the production primarily of gas with or without distillate more than 640 acres; provided that if any governmental regulation shall permit or prescribe a spacing pattern for the development of the field or allocate a producing allowable based on acreage per well, then any such unit may embrace as much additional acreage as may be so permitted or prescribed or as may be used in such allocation of allowable. Lessee shall file written unit designations in the county in which the leased premises are located unless the pooling or unitization results from governmental order or rule, in which case no such written designation shall be required. Operations upon and production from the unit shall be treated as if such operations were upon or such production were from the leased premises whether or not the well or wells are located thereon. The entire acreage within a unit shall be treated for all purposes as if it were covered by and included in this lease except that the royalty on production from the unit shall be as below provided, and except that in calculating the amount of any shut in gas royalties, only the part of the acreage originally leased and then actually embraced by this lease shall be counted. In respect to production from the unit, Lessee shall pay Lessor, in lieu of other royalties thereon, only such proportion of the royalties stipulated herein as the amount of his acreage placed in the unit, or his royalty interest therein on an acreage basis bears to the total acreage in the unit.
5. If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties herein provided shall be paid to the Lessor only in the proportion which his interest bears to the whole and undivided fee.
6. Lessee shall have the right to use, free of cost, gas, oil, and produced on said land for its operations thereon, except water from the leased premises.
7. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.
8. If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns. However, no change or division in ownership of the land or royalties shall enlarge the obligations or diminish the rights of Lessee. No

change in the ownership of the land or royalties shall be binding on the Lessee until after the Lessee has been furnished with a written transfer or assignment or a true copy thereof. In case Lessee assigns this lease, in whole or in part, lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

9. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules and Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or such failure is the result of any such Law, Order, Rule or Regulation, or operation of force majeure.
10. This lease shall be effective as to Lessor on execution hereof and shall be binding on those signing, notwithstanding some of the Lessors above named may not join in the execution hereof. The word "Lessor" as used in this lease means the party or parties who execute this lease as Lessor, although not named above.
11. Lessor does not guarantee or warrant title to the above described properties. In the event of failure of title, Lessor shall not be required to refund any bonuses, royalties, shut-in payments or other considerations paid to lessors.
12. Lessee may at any time and from time to time surrender this lease as to any part or parts of the leased premises by delivering or mailing a release thereof to lessor, or by placing a release of record in the proper County.
13. Lessee shall pay for all damages to land and crops caused by its operations. No well shall be drilled nearer than 200 feet to any house or barn now on said premises, without the written consent of the Lessor.
14. The Lessee's failure to comply with any covenant or obligation of this lease shall not result in the forfeiture of the lease unless and until lessor has provided lessee notice of such default and gives Lessee sixty (60) days in which to cure such default.
15. Before commencing any operations on lands where Lessor is the owner of the surface Lessee shall obtain from Lessor, by written agreement, permission to use that certain portion of said lands set out in the written agreement for drill site and to conduct mining and drilling operations or the production, storage, or removal of minerals therefrom.
16. This Lease is subject to and fully includes each and every provision as provided on Exhibit "A" attached hereto and made a part hereof.

IN TESTIMONY WHEREOF, we sign this ____ day of _____, 2022.

ATTEST:

The City of Chickasha, Oklahoma,
a municipal Corporation of the State of Oklahoma

CITY CLERK

By: _____
MAYOR

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
COUNTY OF GRADY) SS:

Before me, in and for said county and State, on this ____ day of _____, 2022, personally appeared Chris Mosley, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as the Mayor of the City of Chickasha, and acknowledged before me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such municipal corporation, for the uses and purposes therein set forth.

My Commission Expires:_____

Notary Public

Commission No.:_____

EXHIBIT "A"

Attached to and made a part of that certain Oil and Gas Lease dated the _____ day of _____, 2022, between the City of Chickasha, a municipal corporation, of the State of Oklahoma, as Lessor and Dutton Resources, LLC, with a mailing address of P.O. Box 5378 Edmond, OK 73083, as Lessee. Said addendum and additional provisions relate to the following tract of property:

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

- 1) Notwithstanding anything herein above to the contrary, it is expressly provided that the provisions of the following paragraphs shall prevail in the event of the conflict with any provisions in the preceding printed form Oil and Gas Lease.
- 2) Notwithstanding anything to the contrary contained herein, upon expiration of the primary term of this lease, this lease shall automatically terminate and expire as to all leasehold rights below 100 feet below the stratigraphic equivalent of the deepest common source of supply penetrated in any well, spud after the date of this lease, on lands covered by this lease or on lands with which lands covered by this lease are spaced by order of the Oklahoma Corporation Commission or voluntarily unitized therewith. Provided, however, if within the primary term of this lease, lessee should commence operations to drill, deepen, or rework a well under the terms of this lease, the lessee shall have the right to drill such well to completion and/or continue deepening and/or complete reworking operations with reasonable diligence and dispatch, and if oil and gas be found in paying quantities, this lease shall terminate only to the depth provided in this clause.
- 3) Notwithstanding anything to the contrary contained herein, it is expressly agreed that the completion of a well capable of production in paying quantities on a drilling and spacing unit(s), established by any governmental authority or agency shall extend beyond the primary terms only that portion of the leased premises contained within said drilling and spacing unit(s), and that, subject to the provisions of this paragraph, the portion of the leased premises outside the said drilling and spacing unit(s) shall be released at the expiration of the primary term. Provided, however, that if within the primary term of this Lease, Lessee shall commence operations to drill or rework a well under the terms of this Lease, the Lessee shall have the right to drill such a well to completion and/or complete reworking operations with reasonable diligence and dispatch, and if oil or gas be found in paying quantities, this Lease shall terminate only to those lands lying outside of said drilling and spacing units(s). If a "unit" has not been established by any state regulatory agency of the State of Oklahoma, or under the pooling clause of this lease, "unit" shall be deemed for all purposes to comprise the governmental quarter/quarter/quarter section (10 Acres) upon which the borehole of any well drilled pursuant to this lease is actually located.
- 4) There shall be no salt water disposal on the above-described real property.

- 5) Lessee shall indemnify and hold Lessor harmless from any and all liability, liens, demands, judgments, suits, and claims of any kind or character arising out of, in connection with, or relating to Lessee's operations under the terms of this Lease, including, but not limited to, claims for injury to or death of any persons, or damage, loss or destruction of any property, real or personal, under any theory of tort, contract, or strict liability.
- 6) Notwithstanding anything to the contrary contained herein, after the expiration of the primary term of this lease, shut-in royalty payments shall be restricted to maintain this lease in force for a maximum of two (2) years for each shut-in period.
- 7) The use of the above described property by Lessee is limited only to producing wells physically located on said premises. Tank batteries and other applicable equipment shall not be located hereon, except for wells actually located on the leased premises. Pipelines and roads across the leased premises are limited to those wells located on the leased premises and only after payment of damages as determined by the parties.
- 8) Notwithstanding anything herein to the contrary, Lessee shall pay royalty on the fair market value received at the point of sale, with an arms length transaction, without any post production expenses or costs being prorated back to Lessor. Such post production expenses/costs are to include, but are not limited to, the cost of producing, gathering, storing, separating, treating, dehydrating, compressing, processing, manufacturing, transporting, and marketing the oil and/or gas produced hereunder whether the point of sale is at or off the leased premises. Such royalty is to include all oil, gas; including all its constituents and any other by-products produced and saved from the leased premises.
- 9) It is specifically understood by Lessee that any operations of the Leased Premises by the Lessee shall be in accordance with the laws and statutes of the State of Oklahoma and the Ordinances of the City of Chickasha, the rules and regulations of any other state or Federal regulatory agency. It is further understood that if the Leased Premises are a part of the municipal airport of the City of Chickasha, then the rules and regulations of the Federal Aviation Administration and the Ordinances of the City of Chickasha shall govern the location of the drill site, and any drilling operations thereon.
- 10) Lessee agrees that substantiation and validation of this lease is at the sole discretion and obligation of the Lessee and if lease is rendered invalid for any reason, save typographical error, including names or descriptions, Lessor shall not be required to refund any rents, royalties, bonuses, shut-in payments or other considerations paid.
- 11) Surface damages shall be negotiated separate from this lease, or, if the parties cannot agree on an amount, Lessee shall take such action as necessary pursuant to the Surface Damage Act.

SIGNED FOR IDENTIFICATION:

LESSOR: The City of Chickasha, Oklahoma
a municipal Corporation of the State of Oklahoma

By: _____
MAYOR

ATTEST:

CITY CLERK



City of
CHICKASHA

Meeting Type: Council Agenda 10-17-2022

Meeting Date: 10/17/2022

Department: City Clerk

Agenda Item No. 6.k.

AGENDA ITEM: Discussion, consideration, and possible action to approve an oil and gas lease agreement with Dutton Resources, LLC for the following Tract of property:

Tract 4: An undivided 380.00 acres MORE OR LESS 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;

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Approve an oil and gas lease agreement with Dutton Resources, LLC for the following Tract of property:

Tract 4: An undivided 380.00 acres MORE OR LESS 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.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: October 10, 2022	(From)		

V. ATTACHMENTS:

1. Dutton Tract 4

OIL AND GAS LEASE

(Paid-up)

AGREEMENT, made and entered into this ____ day of _____, 2022, by and between The City of Chickasha, Oklahoma, a municipal Corporation of the State of Oklahoma, 117 N. 4th Street, Chickasha, OK 73018, party of the first part, hereinafter called Lessor (whether one or more), and Dutton Resources, LLC, with a mailing address of P.O. Box 5378 Edmond, OK 73083, party of the second part, hereinafter called Lessee.

WITNESSETH, that the said Lessor, for and in consideration of Ten Dollars, cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of Lessee to be paid, kept and performed, has granted, demised, leased and let and by these presents does grant, demise, lease and let unto the said Lessee, for the sole and only purpose of exploring by geophysical and other methods, mining and operating for oil (including but not limited to distillate and condensate), gas (including casinghead gas and helium and all other constituents), and for laying pipelines, and building tanks, power stations and structures thereon, to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situated in the County of Caddo, State of Oklahoma, described as follows, to-wit:

An undivided 380.00 acres, more or less, 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

1. It is agreed that this lease shall remain in force for a term of three (3) years from date (herein called primary term) and so long thereafter as oil or gas, or either of them, is produced from said land by the Lessee.
2. In consideration of the premises the said Lessee covenants and agrees:
 - A. To deliver to the credit of Lessor free of cost, in the pipeline to which it may connect its wells, a three-sixteenths (3/16) part of all oil and gas (including but not limited to condensate and distillate) produced and saved from the leased premises.
 - B. During any period (whether before or after expiration of the primary term hereof) when gas is not being so sold or used and the well or wells are shut in and there is no current production of oil or operations on said leased premises sufficient to keep this lease in force, Lessee shall pay or tender a royalty of One Dollar (\$1.00) per year per net royalty acre retained hereunder, such payment or tender to be made, on or before the later of ninety (90) days following the date of shut in or the anniversary date of this lease during the period such well is shut in, to the Lessor. When such payment or tender is made it will be considered that gas is being produced within the meaning of the entire lease.
3. If, at the expiration of the primary term, there is no production in paying quantities on the

leased land or on lands pooled therewith but Lessee is conducting operations for drilling, completing or reworking a well, this lease nevertheless shall continue as long as such operations are prosecuted or additional operations are commenced and prosecuted (whether on the same or successive wells) with no cessation of more than ninety (90) days, and if production is discovered, this lease shall continue as long thereafter as oil or gas are produced. In addition, if at any time or times after the primary term, there is a total cessation of all production, for any cause (other than an event of force majeure), this lease shall not terminate if Lessee commences or resumes any drilling or reworking operations or production within ninety (90) days after such cessation. Drilling operations or mining operations shall be deemed to be commenced when the first material is placed on the leased premises or when the first work other than surveying or staking the location is done thereon which is necessary for such operations.

4. Lessee is hereby granted the right at any time and from time to time to unitize the leased premises or any portion or portions thereof, as to all strata or any stratum or strata, with any other lands as to all strata or any stratum or strata, for the production primarily of oil or primarily of gas with or without distillate. However, no unit for the production primarily of oil shall embrace more than 160 acres, or for the production primarily of gas with or without distillate more than 640 acres; provided that if any governmental regulation shall permit or prescribe a spacing pattern for the development of the field or allocate a producing allowable based on acreage per well, then any such unit may embrace as much additional acreage as may be so permitted or prescribed or as may be used in such allocation of allowable. Lessee shall file written unit designations in the county in which the leased premises are located unless the pooling or unitization results from governmental order or rule, in which case no such written designation shall be required. Operations upon and production from the unit shall be treated as if such operations were upon or such production were from the leased premises whether or not the well or wells are located thereon. The entire acreage within a unit shall be treated for all purposes as if it were covered by and included in this lease except that the royalty on production from the unit shall be as below provided, and except that in calculating the amount of any shut in gas royalties, only the part of the acreage originally leased and then actually embraced by this lease shall be counted. In respect to production from the unit, Lessee shall pay Lessor, in lieu of other royalties thereon, only such proportion of the royalties stipulated herein as the amount of his acreage placed in the unit, or his royalty interest therein on an acreage basis bears to the total acreage in the unit.
5. If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties herein provided shall be paid to the Lessor only in the proportion which his interest bears to the whole and undivided fee.
6. Lessee shall have the right to use, free of cost, gas, oil, and produced on said land for its operations thereon, except water from the leased premises.
7. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.
8. If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns. However, no change or division in ownership of

the land or royalties shall enlarge the obligations or diminish the rights of Lessee. No change in the ownership of the land or royalties shall be binding on the Lessee until after the Lessee has been furnished with a written transfer or assignment or a true copy thereof. In case Lessee assigns this lease, in whole or in part, lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

9. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules and Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or such failure is the result of any such Law, Order, Rule or Regulation, or operation of force majeure.
10. This lease shall be effective as to Lessor on execution hereof and shall be binding on those signing, notwithstanding some of the Lessors above named may not join in the execution hereof. The word "Lessor" as used in this lease means the party or parties who execute this lease as Lessor, although not named above.
11. Lessor does not guarantee or warrant title to the above described properties. In the event of failure of title, Lessor shall not be required to refund any bonuses, royalties, shut-in payments or other considerations paid to lessors.
12. Lessee may at any time and from time to time surrender this lease as to any part or parts of the leased premises by delivering or mailing a release thereof to lessor, or by placing a release of record in the proper County.
13. Lessee shall pay for all damages to land and crops caused by its operations. No well shall be drilled nearer than 200 feet to any house or barn now on said premises, without the written consent of the Lessor.
14. The Lessee's failure to comply with any covenant or obligation of this lease shall not result in the forfeiture of the lease unless and until lessor has provided lessee notice of such default and gives Lessee sixty (60) days in which to cure such default.
15. Before commencing any operations on lands where Lessor is the owner of the surface Lessee shall obtain from Lessor, by written agreement, permission to use that certain portion of said lands set out in the written agreement for drill site and to conduct mining and drilling operations or the production, storage, or removal of minerals therefrom.
16. This Lease is subject to and fully includes each and every provision as provided on Exhibit "A" attached hereto and made a part hereof.

IN TESTIMONY WHEREOF, we sign this ____ day of _____, 2022.

ATTEST:

The City of Chickasha, Oklahoma,
a municipal Corporation of the State of Oklahoma

By: _____

CITY CLERK

MAYOR

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
COUNTY OF GRADY) SS:

Before me, in and for said county and State, on this ____ day of _____, 2022, personally appeared Chris Mosley, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as the Mayor of the City of Chickasha, and acknowledged before me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such municipal corporation, for the uses and purposes therein set forth.

My Commission Expires:_____

Notary Public

Commission No.:_____

EXHIBIT "A"

Attached to and made a part of that certain Oil and Gas Lease dated the _____ day of _____, 2022, between the City of Chickasha, a municipal corporation, of the State of Oklahoma, as Lessor and Dutton Resources, LLC, with a mailing address of P.O. Box 5378 Edmond, OK 73083, as Lessee. Said addendum and additional provisions relate to the following tract of property:

An undivided 380.00 acres, more or less, 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

- 1) Notwithstanding anything herein above to the contrary, it is expressly provided that the provisions of the following paragraphs shall prevail in the event of the conflict with any provisions in the preceding printed form Oil and Gas Lease.
- 2) Notwithstanding anything to the contrary contained herein, upon expiration of the primary term of this lease, this lease shall automatically terminate and expire as to all leasehold rights below 100 feet below the stratigraphic equivalent of the deepest common source of supply penetrated in any well, spud after the date of this lease, on lands covered by this lease or on lands with which lands covered by this lease are spaced by order of the Oklahoma Corporation Commission or voluntarily unitized therewith. Provided, however, if within the primary term of this lease, lessee should commence operations to drill, deepen, or rework a well under the terms of this lease, the lessee shall have the right to drill such well to completion and/or continue deepening and/or complete reworking operations with reasonable diligence and dispatch, and if oil and gas be found in paying quantities, this lease shall terminate only to the depth provided in this clause.
- 3) Notwithstanding anything to the contrary contained herein, it is expressly agreed that the completion of a well capable of production in paying quantities on a drilling and spacing unit(s), established by any governmental authority or agency shall extend beyond the primary terms only that portion of the leased premises contained within said drilling and spacing unit(s), and that, subject to the provisions of this paragraph, the portion of the leased premises outside the said drilling and spacing unit(s) shall be released at the expiration of the primary term. Provided, however, that if within the primary term of this Lease, Lessee shall commence operations to drill or rework a well under the terms of this Lease, the Lessee shall have the right to drill such a well to completion and/or complete reworking operations with reasonable diligence and dispatch, and if oil or gas be found in paying quantities, this Lease shall terminate only to those lands lying outside of said drilling and spacing units(s). If a "unit" has not been established by any state regulatory agency of the State of Oklahoma, or under the pooling clause of this lease, "unit" shall be deemed for all purposes to comprise the governmental quarter/quarter/quarter section (10 Acres) upon which the borehole of any well

drilled pursuant to this lease is actually located.

4) There shall be no salt water disposal on the above-described real property.

5) Lessee shall indemnify and hold Lessor harmless from any and all liability, liens, demands, judgments, suits, and claims of any kind or character arising out of, in connection with, or relating to Lessee's operations under the terms of this Lease, including, but not limited to, claims for injury to or death of any persons, or damage, loss or destruction of any property, real or personal, under any theory of tort, contract, or strict liability.

6) Notwithstanding anything to the contrary contained herein, after the expiration of the primary term of this lease, shut-in royalty payments shall be restricted to maintain this lease in force for a maximum of two (2) years for each shut-in period.

7) The use of the above described property by Lessee is limited only to producing wells physically located on said premises. Tank batteries and other applicable equipment shall not be located hereon, except for wells actually located on the leased premises. Pipelines and roads across the leased premises are limited to those wells located on the leased premises and only after payment of damages as determined by the parties.

8) Notwithstanding anything herein to the contrary, Lessee shall pay royalty on the fair market value received at the point of sale, with an arms length transaction, without any post production expenses or costs being prorated back to Lessor. Such post production expenses/costs are to include, but are not limited to, the cost of producing, gathering, storing, separating, treating, dehydrating, compressing, processing, manufacturing, transporting, and marketing the oil and/or gas produced hereunder whether the point of sale is at or off the leased premises. Such royalty is to include all oil, gas; including all its constituents and any other by-products produced and saved from the leased premises.

9) It is specifically understood by Lessee that any operations of the Leased Premises by the Lessee shall be in accordance with the laws and statutes of the State of Oklahoma and the Ordinances of the City of Chickasha, the rules and regulations of any other state or Federal regulatory agency. It is further understood that if the Leased Premises are a part of the municipal airport of the City of Chickasha, then the rules and regulations of the Federal Aviation Administration and the Ordinances of the City of Chickasha shall govern the location of the drill site, and any drilling operations thereon.

10) Lessee agrees that substantiation and validation of this lease is at the sole discretion and obligation of the Lessee and if lease is rendered invalid for any reason, save typographical error, including names or descriptions, Lessor shall not be required to refund any rents, royalties, bonuses, shut-in payments or other considerations paid.

11) Surface damages shall be negotiated separate from this lease, or, if the parties cannot agree on an amount, Lessee shall take such action as necessary pursuant to the Surface Damage Act.

SIGNED FOR IDENTIFICATION:

LESSOR: The City of Chickasha, Oklahoma
a municipal Corporation of the State of Oklahoma

By: _____
MAYOR

ATTEST:

CITY CLERK



City of
CHICKASHA

Meeting Type: Council Agenda 10-17-2022

Meeting Date: 10/17/2022

Department: City Clerk

Agenda Item No. 6.I.

AGENDA ITEM: Discussion, consideration, and possible action to approve an oil and gas lease agreement with Dutton Resources, LLC for the following Tract of property:

Tract 5: An undivided 410.00 acres MORE OR LESS 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;

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Approve an oil and gas lease agreement with Dutton Resources, LLC for the following Tract of property:

Tract 5: An undivided 410.00 acres MORE OR LESS 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.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: October 10, 2022	(From)		

V. ATTACHMENTS:

1. Dutton Tract 5

OIL AND GAS LEASE

(Paid-up)

AGREEMENT, made and entered into this ____ day of _____, 2022, by and between The City of Chickasha, Oklahoma, a municipal Corporation of the State of Oklahoma, 117 N. 4th Street, Chickasha, OK 73018, party of the first part, hereinafter called Lessor (whether one or more), and Dutton Resources, LLC, with a mailing address of P.O. Box 5378 Edmond, OK 73083, party of the second part, hereinafter called Lessee.

WITNESSETH, that the said Lessor, for and in consideration of Ten Dollars, cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of Lessee to be paid, kept and performed, has granted, demised, leased and let and by these presents does grant, demise, lease and let unto the said Lessee, for the sole and only purpose of exploring by geophysical and other methods, mining and operating for oil (including but not limited to distillate and condensate), gas (including casinghead gas and helium and all other constituents), and for laying pipelines, and building tanks, power stations and structures thereon, to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situated in the County of Caddo, State of Oklahoma, described as follows, to-wit:

An undivided 410.00 acres, more or less, 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

1. It is agreed that this lease shall remain in force for a term of three (3) years from date (herein called primary term) and so long thereafter as oil or gas, or either of them, is produced from said land by the Lessee.
2. In consideration of the premises the said Lessee covenants and agrees:
 - A. To deliver to the credit of Lessor free of cost, in the pipeline to which it may connect its wells, a three-sixteenths (3/16) part of all oil and gas (including but not limited to condensate and distillate) produced and saved from the leased premises.
 - B. During any period (whether before or after expiration of the primary term hereof) when gas is not being so sold or used and the well or wells are shut in and there is no current production of oil or operations on said leased premises sufficient to keep this lease in force, Lessee shall pay or tender a royalty of One Dollar (\$1.00) per year per net royalty acre retained hereunder, such payment or tender to be made, on or before the later of ninety (90) days following the date of shut in or the anniversary date of this lease during the period such well is shut in, to the Lessor. When such payment or tender is made it will be considered that gas is being produced within the meaning of the entire lease.

3. If, at the expiration of the primary term, there is no production in paying quantities on the leased land or on lands pooled therewith but Lessee is conducting operations for drilling, completing or reworking a well, this lease nevertheless shall continue as long as such operations are prosecuted or additional operations are commenced and prosecuted (whether on the same or successive wells) with no cessation of more than ninety (90) days, and if production is discovered, this lease shall continue as long thereafter as oil or gas are produced. In addition, if at any time or times after the primary term, there is a total cessation of all production, for any cause (other than an event of force majeure), this lease shall not terminate if Lessee commences or resumes any drilling or reworking operations or production within ninety (90) days after such cessation. Drilling operations or mining operations shall be deemed to be commenced when the first material is placed on the leased premises or when the first work other than surveying or staking the location is done thereon which is necessary for such operations.
4. Lessee is hereby granted the right at any time and from time to time to unitize the leased premises or any portion or portions thereof, as to all strata or any stratum or strata, with any other lands as to all strata or any stratum or strata, for the production primarily of oil or primarily of gas with or without distillate. However, no unit for the production primarily of oil shall embrace more than 160 acres, or for the production primarily of gas with or without distillate more than 640 acres; provided that if any governmental regulation shall permit or prescribe a spacing pattern for the development of the field or allocate a producing allowable based on acreage per well, then any such unit may embrace as much additional acreage as may be so permitted or prescribed or as may be used in such allocation of allowable. Lessee shall file written unit designations in the county in which the leased premises are located unless the pooling or unitization results from governmental order or rule, in which case no such written designation shall be required. Operations upon and production from the unit shall be treated as if such operations were upon or such production were from the leased premises whether or not the well or wells are located thereon. The entire acreage within a unit shall be treated for all purposes as if it were covered by and included in this lease except that the royalty on production from the unit shall be as below provided, and except that in calculating the amount of any shut in gas royalties, only the part of the acreage originally leased and then actually embraced by this lease shall be counted. In respect to production from the unit, Lessee shall pay Lessor, in lieu of other royalties thereon, only such proportion of the royalties stipulated herein as the amount of his acreage placed in the unit, or his royalty interest therein on an acreage basis bears to the total acreage in the unit.
5. If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties herein provided shall be paid to the Lessor only in the proportion which his interest bears to the whole and undivided fee.
6. Lessee shall have the right to use, free of cost, gas, oil, and produced on said land for its operations thereon, except water from the leased premises.
7. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.
8. If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors,

administrators, successors or assigns. However, no change or division in ownership of the land or royalties shall enlarge the obligations or diminish the rights of Lessee. No change in the ownership of the land or royalties shall be binding on the Lessee until after the Lessee has been furnished with a written transfer or assignment or a true copy thereof. In case Lessee assigns this lease, in whole or in part, lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

9. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules and Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or such failure is the result of any such Law, Order, Rule or Regulation, or operation of force majeure.
10. This lease shall be effective as to Lessor on execution hereof and shall be binding on those signing, notwithstanding some of the Lessors above named may not join in the execution hereof. The word "Lessor" as used in this lease means the party or parties who execute this lease as Lessor, although not named above.
11. Lessor does not guarantee or warrant title to the above described properties. In the event of failure of title, Lessor shall not be required to refund any bonuses, royalties, shut-in payments or other considerations paid to lessors.
12. Lessee may at any time and from time to time surrender this lease as to any part or parts of the leased premises by delivering or mailing a release thereof to lessor, or by placing a release of record in the proper County.
13. Lessee shall pay for all damages to land and crops caused by its operations. No well shall be drilled nearer than 200 feet to any house or barn now on said premises, without the written consent of the Lessor.
14. The Lessee's failure to comply with any covenant or obligation of this lease shall not result in the forfeiture of the lease unless and until lessor has provided lessee notice of such default and gives Lessee sixty (60) days in which to cure such default.
15. Before commencing any operations on lands where Lessor is the owner of the surface Lessee shall obtain from Lessor, by written agreement, permission to use that certain portion of said lands set out in the written agreement for drill site and to conduct mining and drilling operations or the production, storage, or removal of minerals therefrom.
16. This Lease is subject to and fully includes each and every provision as provided on Exhibit "A" attached hereto and made a part hereof.

IN TESTIMONY WHEREOF, we sign this ____ day of _____, 2022.

ATTEST:

The City of Chickasha, Oklahoma,
a municipal Corporation of the State of Oklahoma

CITY CLERK

By: _____
MAYOR

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
COUNTY OF GRADY) SS:

Before me, in and for said county and State, on this ____ day of _____, 2022, personally appeared Chris Mosley, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as the Mayor of the City of Chickasha, and acknowledged before me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such municipal corporation, for the uses and purposes therein set forth.

My Commission Expires: _____
Notary Public

Commission No.: _____

EXHIBIT "A"

Attached to and made a part of that certain Oil and Gas Lease dated the _____ day of _____, 2022, between the City of Chickasha, a municipal corporation, of the State of Oklahoma, as Lessor and Dutton Resources, LLC, with a mailing address of P.O. Box 5378 Edmond, OK 73083, as Lessee. Said addendum and additional provisions relate to the following tract of property:

An undivided 410.00 acres, more or less, 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

- 1) Notwithstanding anything herein above to the contrary, it is expressly provided that the provisions of the following paragraphs shall prevail in the event of the conflict with any provisions in the preceding printed form Oil and Gas Lease.
- 2) Notwithstanding anything to the contrary contained herein, upon expiration of the primary term of this lease, this lease shall automatically terminate and expire as to all leasehold rights below 100 feet below the stratigraphic equivalent of the deepest common source of supply penetrated in any well, spud after the date of this lease, on lands covered by this lease or on lands with which lands covered by this lease are spaced by order of the Oklahoma Corporation Commission or voluntarily unitized therewith. Provided, however, if within the primary term of this lease, lessee should commence operations to drill, deepen, or rework a well under the terms of this lease, the lessee shall have the right to drill such well to completion and/or continue deepening and/or complete reworking operations with reasonable diligence and dispatch, and if oil and gas be found in paying quantities, this lease shall terminate only to the depth provided in this clause.
- 3) Notwithstanding anything to the contrary contained herein, it is expressly agreed that the completion of a well capable of production in paying quantities on a drilling and spacing unit(s), established by any governmental authority or agency shall extend beyond the primary terms only that portion of the leased premises contained within said drilling and spacing unit(s), and that, subject to the provisions of this paragraph, the portion of the leased premises outside the said drilling and spacing unit(s) shall be released at the expiration of the primary term. Provided, however, that if within the primary term of this Lease, Lessee shall commence operations to drill or rework a well under the terms of this Lease, the Lessee shall have the right to drill such a well to completion and/or complete reworking operations with reasonable diligence and dispatch, and if oil or gas be found in paying quantities, this Lease shall terminate only to those lands lying outside of said drilling and spacing units(s). If a "unit" has not been established by any state regulatory agency of the State of Oklahoma, or under the

pooling clause of this lease, "unit" shall be deemed for all purposes to comprise the governmental quarter/quarter/quarter section (10 Acres) upon which the borehole of any well drilled pursuant to this lease is actually located.

4) There shall be no salt water disposal on the above-described real property.

5) Lessee shall indemnify and hold Lessor harmless from any and all liability, liens, demands, judgments, suits, and claims of any kind or character arising out of, in connection with, or relating to Lessee's operations under the terms of this Lease, including, but not limited to, claims for injury to or death of any persons, or damage, loss or destruction of any property, real or personal, under any theory of tort, contract, or strict liability.

6) Notwithstanding anything to the contrary contained herein, after the expiration of the primary term of this lease, shut-in royalty payments shall be restricted to maintain this lease in force for a maximum of two (2) years for each shut-in period.

7) The use of the above described property by Lessee is limited only to producing wells physically located on said premises. Tank batteries and other applicable equipment shall not be located hereon, except for wells actually located on the leased premises. Pipelines and roads across the leased premises are limited to those wells located on the leased premises and only after payment of damages as determined by the parties.

8) Notwithstanding anything herein to the contrary, Lessee shall pay royalty on the fair market value received at the point of sale, with an arms length transaction, without any post production expenses or costs being prorated back to Lessor. Such post production expenses/costs are to include, but are not limited to, the cost of producing, gathering, storing, separating, treating, dehydrating, compressing, processing, manufacturing, transporting, and marketing the oil and/or gas produced hereunder whether the point of sale is at or off the leased premises. Such royalty is to include all oil, gas; including all its constituents and any other by-products produced and saved from the leased premises.

9) It is specifically understood by Lessee that any operations of the Leased Premises by the Lessee shall be in accordance with the laws and statutes of the State of Oklahoma and the Ordinances of the City of Chickasha, the rules and regulations of any other state or Federal regulatory agency. It is further understood that if the Leased Premises are a part of the municipal airport of the City of Chickasha, then the rules and regulations of the Federal Aviation Administration and the Ordinances of the City of Chickasha shall govern the location of the drill site, and any drilling operations thereon.

10) Lessee agrees that substantiation and validation of this lease is at the sole discretion and obligation of the Lessee and if lease is rendered invalid for any reason, save typographical error, including names or descriptions, Lessor shall not be required to refund any rents, royalties, bonuses, shut-in payments or other considerations paid.

11) Surface damages shall be negotiated separate from this lease, or, if the parties cannot agree on an amount, Lessee shall take such action as necessary pursuant to the Surface Damage Act.

SIGNED FOR IDENTIFICATION:

LESSOR: The City of Chickasha, Oklahoma
a municipal Corporation of the State of Oklahoma

By: _____
MAYOR

ATTEST:

CITY CLERK



City of
CHICKASHA

Meeting Type: Council Agenda 10-17-2022

Meeting Date: 10/17/2022

Department: City Clerk

Agenda Item No. 6.m.

AGENDA ITEM: Discussion, consideration, and possible action to approve an oil and gas lease agreement with Dutton Resources, LLC for the following Tract of property:
Tract 6: An undivided 80.00 acres MORE OR LESS in N/2 NE/4 Section 20, Township 8 North, Range 9 West, Caddo County, Oklahoma;

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Approve an oil and gas lease agreement with Dutton Resources, LLC for the following Tract of property:

Tract 6: An undivided 80.00 acres MORE OR LESS in N/2 NE/4 Section 20, Township 8 North, Range 9 West, Caddo County, Oklahoma.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: October 10, 2022	(From)		

V. ATTACHMENTS:

1. Dutton Tract 6

OIL AND GAS LEASE

(Paid-up)

AGREEMENT, made and entered into this ____ day of _____, 2022, by and between The City of Chickasha, Oklahoma, a municipal Corporation of the State of Oklahoma, 117 N. 4th Street, Chickasha, OK 73018, party of the first part, hereinafter called Lessor (whether one or more), and Dutton Resources, LLC, with a mailing address of P.O. Box 5378 Edmond, OK 73083, party of the second part, hereinafter called Lessee.

WITNESSETH, that the said Lessor, for and in consideration of Ten Dollars, cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of Lessee to be paid, kept and performed, has granted, demised, leased and let and by these presents does grant, demise, lease and let unto the said Lessee, for the sole and only purpose of exploring by geophysical and other methods, mining and operating for oil (including but not limited to distillate and condensate), gas (including casinghead gas and helium and all other constituents), and for laying pipelines, and building tanks, power stations and structures thereon, to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situated in the County of Caddo, State of Oklahoma, described as follows, to-wit:

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

1. It is agreed that this lease shall remain in force for a term of three (3) years from date (herein called primary term) and so long thereafter as oil or gas, or either of them, is produced from said land by the Lessee.
2. In consideration of the premises the said Lessee covenants and agrees:
 - A. To deliver to the credit of Lessor free of cost, in the pipeline to which it may connect its wells, a three-sixteenths (3/16) part of all oil and gas (including but not limited to condensate and distillate) produced and saved from the leased premises.
 - B. During any period (whether before or after expiration of the primary term hereof) when gas is not being so sold or used and the well or wells are shut in and there is no current production of oil or operations on said leased premises sufficient to keep this lease in force, Lessee shall pay or tender a royalty of One Dollar (\$1.00) per year per net royalty acre retained hereunder, such payment or tender to be made, on or before the later of ninety (90) days following the date of shut in or the anniversary date of this lease during the period such well is shut in, to the Lessor. When such payment or tender is made it will be considered that gas is being produced within the meaning of the entire lease.
3. If, at the expiration of the primary term, there is no production in paying quantities on the leased land or on lands pooled therewith but Lessee is conducting operations for drilling,

completing or reworking a well, this lease nevertheless shall continue as long as such operations are prosecuted or additional operations are commenced and prosecuted (whether on the same or successive wells) with no cessation of more than ninety (90) days, and if production is discovered, this lease shall continue as long thereafter as oil or gas are produced. In addition, if at any time or times after the primary term, there is a total cessation of all production, for any cause (other than an event of force majeure), this lease shall not terminate if Lessee commences or resumes any drilling or reworking operations or production within ninety (90) days after such cessation. Drilling operations or mining operations shall be deemed to be commenced when the first material is placed on the leased premises or when the first work other than surveying or staking the location is done thereon which is necessary for such operations.

4. Lessee is hereby granted the right at any time and from time to time to unitize the leased premises or any portion or portions thereof, as to all strata or any stratum or strata, with any other lands as to all strata or any stratum or strata, for the production primarily of oil or primarily of gas with or without distillate. However, no unit for the production primarily of oil shall embrace more than 160 acres, or for the production primarily of gas with or without distillate more than 640 acres; provided that if any governmental regulation shall permit or prescribe a spacing pattern for the development of the field or allocate a producing allowable based on acreage per well, then any such unit may embrace as much additional acreage as may be so permitted or prescribed or as may be used in such allocation of allowable. Lessee shall file written unit designations in the county in which the leased premises are located unless the pooling or unitization results from governmental order or rule, in which case no such written designation shall be required. Operations upon and production from the unit shall be treated as if such operations were upon or such production were from the leased premises whether or not the well or wells are located thereon. The entire acreage within a unit shall be treated for all purposes as if it were covered by and included in this lease except that the royalty on production from the unit shall be as below provided, and except that in calculating the amount of any shut in gas royalties, only the part of the acreage originally leased and then actually embraced by this lease shall be counted. In respect to production from the unit, Lessee shall pay Lessor, in lieu of other royalties thereon, only such proportion of the royalties stipulated herein as the amount of his acreage placed in the unit, or his royalty interest therein on an acreage basis bears to the total acreage in the unit.
5. If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties herein provided shall be paid to the Lessor only in the proportion which his interest bears to the whole and undivided fee.
6. Lessee shall have the right to use, free of cost, gas, oil, and produced on said land for its operations thereon, except water from the leased premises.
7. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.
8. If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns. However, no change or division in ownership of the land or royalties shall enlarge the obligations or diminish the rights of Lessee. No

change in the ownership of the land or royalties shall be binding on the Lessee until after the Lessee has been furnished with a written transfer or assignment or a true copy thereof. In case Lessee assigns this lease, in whole or in part, lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

9. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules and Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or such failure is the result of any such Law, Order, Rule or Regulation, or operation of force majeure.
10. This lease shall be effective as to Lessor on execution hereof and shall be binding on those signing, notwithstanding some of the Lessors above named may not join in the execution hereof. The word "Lessor" as used in this lease means the party or parties who execute this lease as Lessor, although not named above.
11. Lessor does not guarantee or warrant title to the above described properties. In the event of failure of title, Lessor shall not be required to refund any bonuses, royalties, shut-in payments or other considerations paid to lessors.
12. Lessee may at any time and from time to time surrender this lease as to any part or parts of the leased premises by delivering or mailing a release thereof to lessor, or by placing a release of record in the proper County.
13. Lessee shall pay for all damages to land and crops caused by its operations. No well shall be drilled nearer than 200 feet to any house or barn now on said premises, without the written consent of the Lessor.
14. The Lessee's failure to comply with any covenant or obligation of this lease shall not result in the forfeiture of the lease unless and until lessor has provided lessee notice of such default and gives Lessee sixty (60) days in which to cure such default.
15. Before commencing any operations on lands where Lessor is the owner of the surface Lessee shall obtain from Lessor, by written agreement, permission to use that certain portion of said lands set out in the written agreement for drill site and to conduct mining and drilling operations or the production, storage, or removal of minerals therefrom.
16. This Lease is subject to and fully includes each and every provision as provided on Exhibit "A" attached hereto and made a part hereof.

IN TESTIMONY WHEREOF, we sign this ____ day of _____, 2022.

ATTEST:

The City of Chickasha, Oklahoma,
a municipal Corporation of the State of Oklahoma

CITY CLERK

By: _____
MAYOR

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
COUNTY OF GRADY) SS:

Before me, in and for said county and State, on this ____ day of _____, 2022, personally appeared Chris Mosley, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as the Mayor of the City of Chickasha, and acknowledged before me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such municipal corporation, for the uses and purposes therein set forth.

My Commission Expires: _____
Notary Public

Commission No.: _____

EXHIBIT "A"

Attached to and made a part of that certain Oil and Gas Lease dated the _____ day of _____, 2022, between the City of Chickasha, a municipal corporation, of the State of Oklahoma, as Lessor and Dutton Resources, LLC, with a mailing address of P.O. Box 5378 Edmond, OK 73083, as Lessee. Said addendum and additional provisions relate to the following tract of property:

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

- 1) Notwithstanding anything herein above to the contrary, it is expressly provided that the provisions of the following paragraphs shall prevail in the event of the conflict with any provisions in the preceding printed form Oil and Gas Lease.
- 2) Notwithstanding anything to the contrary contained herein, upon expiration of the primary term of this lease, this lease shall automatically terminate and expire as to all leasehold rights below 100 feet below the stratigraphic equivalent of the deepest common source of supply penetrated in any well, spud after the date of this lease, on lands covered by this lease or on lands with which lands covered by this lease are spaced by order of the Oklahoma Corporation Commission or voluntarily unitized therewith. Provided, however, if within the primary term of this lease, lessee should commence operations to drill, deepen, or rework a well under the terms of this lease, the lessee shall have the right to drill such well to completion and/or continue deepening and/or complete reworking operations with reasonable diligence and dispatch, and if oil and gas be found in paying quantities, this lease shall terminate only to the depth provided in this clause.
- 3) Notwithstanding anything to the contrary contained herein, it is expressly agreed that the completion of a well capable of production in paying quantities on a drilling and spacing unit(s), established by any governmental authority or agency shall extend beyond the primary terms only that portion of the leased premises contained within said drilling and spacing unit(s), and that, subject to the provisions of this paragraph, the portion of the leased premises outside the said drilling and spacing unit(s) shall be released at the expiration of the primary term. Provided, however, that if within the primary term of this Lease, Lessee shall commence operations to drill or rework a well under the terms of this Lease, the Lessee shall have the right to drill such a well to completion and/or complete reworking operations with reasonable diligence and dispatch, and if oil or gas be found in paying quantities, this Lease shall terminate only to those lands lying outside of said drilling and spacing units(s). If a "unit" has not been established by any state regulatory agency of the State of Oklahoma, or under the pooling clause of this lease, "unit" shall be deemed for all purposes to comprise the governmental quarter/quarter/quarter section (10 Acres) upon which the borehole of any well drilled pursuant to this lease is actually located.
- 4) There shall be no salt water disposal on the above-described real property.
- 5) Lessee shall indemnify and hold Lessor harmless from any and all liability, liens, demands,

judgments, suits, and claims of any kind or character arising out of, in connection with, or relating to Lessee's operations under the terms of this Lease, including, but not limited to, claims for injury to or death of any persons, or damage, loss or destruction of any property, real or personal, under any theory of tort, contract, or strict liability.

6) Notwithstanding anything to the contrary contained herein, after the expiration of the primary term of this lease, shut-in royalty payments shall be restricted to maintain this lease in force for a maximum of two (2) years for each shut-in period.

7) The use of the above described property by Lessee is limited only to producing wells physically located on said premises. Tank batteries and other applicable equipment shall not be located hereon, except for wells actually located on the leased premises. Pipelines and roads across the leased premises are limited to those wells located on the leased premises and only after payment of damages as determined by the parties.

8) Notwithstanding anything herein to the contrary, Lessee shall pay royalty on the fair market value received at the point of sale, with an arms length transaction, without any post production expenses or costs being prorated back to Lessor. Such post production expenses/costs are to include, but are not limited to, the cost of producing, gathering, storing, separating, treating, dehydrating, compressing, processing, manufacturing, transporting, and marketing the oil and/or gas produced hereunder whether the point of sale is at or off the leased premises. Such royalty is to include all oil, gas; including all its constituents and any other by-products produced and saved from the leased premises.

9) It is specifically understood by Lessee that any operations of the Leased Premises by the Lessee shall be in accordance with the laws and statutes of the State of Oklahoma and the Ordinances of the City of Chickasha, the rules and regulations of any other state or Federal regulatory agency. It is further understood that if the Leased Premises are a part of the municipal airport of the City of Chickasha, then the rules and regulations of the Federal Aviation Administration and the Ordinances of the City of Chickasha shall govern the location of the drill site, and any drilling operations thereon.

10) Lessee agrees that substantiation and validation of this lease is at the sole discretion and obligation of the Lessee and if lease is rendered invalid for any reason, save typographical error, including names or descriptions, Lessor shall not be required to refund any rents, royalties, bonuses, shut-in payments or other considerations paid.

11) Surface damages shall be negotiated separate from this lease, or, if the parties cannot agree on an amount, Lessee shall take such action as necessary pursuant to the Surface Damage Act.

SIGNED FOR IDENTIFICATION:

LESSOR: The City of Chickasha, Oklahoma
a municipal Corporation of the State of Oklahoma

By: _____
MAYOR

ATTEST:

CITY CLERK



City of
CHICKASHA

Meeting Type: Council Agenda 10-17-2022

Meeting Date: 10/17/2022

Department: City Clerk

Agenda Item No. 6.n.

AGENDA ITEM: Discussion, consideration, and possible action to approve an oil and gas lease agreement with Dutton Resources, LLC for the following Tract of property:

Tract 7: An undivided 550.00 acres MORE OR LESS 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;

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Approve an oil and gas lease agreement with Dutton Resources, LLC for the following Tract of property:

Tract 7: An undivided 550.00 acres MORE OR LESS 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.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: October 10, 2022			

V. ATTACHMENTS:

1. Dutton Tract 7

OIL AND GAS LEASE

(Paid-up)

AGREEMENT, made and entered into this ____ day of _____, 2022, by and between The City of Chickasha, Oklahoma, a municipal Corporation of the State of Oklahoma, 117 N. 4th Street, Chickasha, OK 73018, party of the first part, hereinafter called Lessor (whether one or more), and Dutton Resources, LLC, with a mailing address of P.O. Box 5378 Edmond, OK 73083, party of the second part, hereinafter called Lessee.

WITNESSETH, that the said Lessor, for and in consideration of Ten Dollars, cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of Lessee to be paid, kept and performed, has granted, demised, leased and let and by these presents does grant, demise, lease and let unto the said Lessee, for the sole and only purpose of exploring by geophysical and other methods, mining and operating for oil (including but not limited to distillate and condensate), gas (including casinghead gas and helium and all other constituents), and for laying pipelines, and building tanks, power stations and structures thereon, to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situated in the County of Caddo, State of Oklahoma, described as follows, to-wit:

An undivided 550.00 acres, more or less, 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

1. It is agreed that this lease shall remain in force for a term of three (3) years from date (herein called primary term) and so long thereafter as oil or gas, or either of them, is produced from said land by the Lessee.
2. In consideration of the premises the said Lessee covenants and agrees:
 - A. To deliver to the credit of Lessor free of cost, in the pipeline to which it may connect its wells, a three-sixteenths (3/16) part of all oil and gas (including but not limited to condensate and distillate) produced and saved from the leased premises.
 - B. During any period (whether before or after expiration of the primary term hereof) when gas is not being so sold or used and the well or wells are shut in and there is no current production of oil or operations on said leased premises sufficient to keep this lease in force, Lessee shall pay or tender a royalty of One Dollar (\$1.00) per year per net royalty acre retained hereunder, such payment or tender to be made, on or before the later of ninety (90) days following the date of shut in or the anniversary date of this lease during the period such well is shut in, to the Lessor. When such payment or tender is made it will be considered that gas is being produced within the meaning of the entire lease.
3. If, at the expiration of the primary term, there is no production in paying quantities on the

leased land or on lands pooled therewith but Lessee is conducting operations for drilling, completing or reworking a well, this lease nevertheless shall continue as long as such operations are prosecuted or additional operations are commenced and prosecuted (whether on the same or successive wells) with no cessation of more than ninety (90) days, and if production is discovered, this lease shall continue as long thereafter as oil or gas are produced. In addition, if at any time or times after the primary term, there is a total cessation of all production, for any cause (other than an event of force majeure), this lease shall not terminate if Lessee commences or resumes any drilling or reworking operations or production within ninety (90) days after such cessation. Drilling operations or mining operations shall be deemed to be commenced when the first material is placed on the leased premises or when the first work other than surveying or staking the location is done thereon which is necessary for such operations.

4. Lessee is hereby granted the right at any time and from time to time to unitize the leased premises or any portion or portions thereof, as to all strata or any stratum or strata, with any other lands as to all strata or any stratum or strata, for the production primarily of oil or primarily of gas with or without distillate. However, no unit for the production primarily of oil shall embrace more than 160 acres, or for the production primarily of gas with or without distillate more than 640 acres; provided that if any governmental regulation shall permit or prescribe a spacing pattern for the development of the field or allocate a producing allowable based on acreage per well, then any such unit may embrace as much additional acreage as may be so permitted or prescribed or as may be used in such allocation of allowable. Lessee shall file written unit designations in the county in which the leased premises are located unless the pooling or unitization results from governmental order or rule, in which case no such written designation shall be required. Operations upon and production from the unit shall be treated as if such operations were upon or such production were from the leased premises whether or not the well or wells are located thereon. The entire acreage within a unit shall be treated for all purposes as if it were covered by and included in this lease except that the royalty on production from the unit shall be as below provided, and except that in calculating the amount of any shut in gas royalties, only the part of the acreage originally leased and then actually embraced by this lease shall be counted. In respect to production from the unit, Lessee shall pay Lessor, in lieu of other royalties thereon, only such proportion of the royalties stipulated herein as the amount of his acreage placed in the unit, or his royalty interest therein on an acreage basis bears to the total acreage in the unit.
5. If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties herein provided shall be paid to the Lessor only in the proportion which his interest bears to the whole and undivided fee.
6. Lessee shall have the right to use, free of cost, gas, oil, and produced on said land for its operations thereon, except water from the leased premises.
7. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.
8. If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns. However, no change or division in ownership of

the land or royalties shall enlarge the obligations or diminish the rights of Lessee. No change in the ownership of the land or royalties shall be binding on the Lessee until after the Lessee has been furnished with a written transfer or assignment or a true copy thereof. In case Lessee assigns this lease, in whole or in part, lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

9. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules and Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or such failure is the result of any such Law, Order, Rule or Regulation, or operation of force majeure.
10. This lease shall be effective as to Lessor on execution hereof and shall be binding on those signing, notwithstanding some of the Lessors above named may not join in the execution hereof. The word "Lessor" as used in this lease means the party or parties who execute this lease as Lessor, although not named above.
11. Lessor does not guarantee or warrant title to the above described properties. In the event of failure of title, Lessor shall not be required to refund any bonuses, royalties, shut-in payments or other considerations paid to lessors.
12. Lessee may at any time and from time to time surrender this lease as to any part or parts of the leased premises by delivering or mailing a release thereof to lessor, or by placing a release of record in the proper County.
13. Lessee shall pay for all damages to land and crops caused by its operations. No well shall be drilled nearer than 200 feet to any house or barn now on said premises, without the written consent of the Lessor.
14. The Lessee's failure to comply with any covenant or obligation of this lease shall not result in the forfeiture of the lease unless and until lessor has provided lessee notice of such default and gives Lessee sixty (60) days in which to cure such default.
15. Before commencing any operations on lands where Lessor is the owner of the surface Lessee shall obtain from Lessor, by written agreement, permission to use that certain portion of said lands set out in the written agreement for drill site and to conduct mining and drilling operations or the production, storage, or removal of minerals therefrom.
16. This Lease is subject to and fully includes each and every provision as provided on Exhibit "A" attached hereto and made a part hereof.

IN TESTIMONY WHEREOF, we sign this _____ day of _____, 2022.

ATTEST:

The City of Chickasha, Oklahoma,
a municipal Corporation of the State of Oklahoma

By: _____

CITY CLERK

MAYOR

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
COUNTY OF GRADY) SS:

Before me, in and for said county and State, on this ____ day of _____, 2022, personally appeared Chris Mosley, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as the Mayor of the City of Chickasha, and acknowledged before me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such municipal corporation, for the uses and purposes therein set forth.

My Commission Expires:_____

Notary Public

Commission No.:_____

EXHIBIT "A"

Attached to and made a part of that certain Oil and Gas Lease dated the _____ day of _____, 2022, between the City of Chickasha, a municipal corporation, of the State of Oklahoma, as Lessor and Dutton Resources, LLC, with a mailing address of P.O. Box 5378 Edmond, OK 73083, as Lessee. Said addendum and additional provisions relate to the following tract of property:

An undivided 550.00 acres, more or less, 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

1) Notwithstanding anything herein above to the contrary, it is expressly provided that the provisions of the following paragraphs shall prevail in the event of the conflict with any provisions in the preceding printed form Oil and Gas Lease.

2) Notwithstanding anything to the contrary contained herein, upon expiration of the primary term of this lease, this lease shall automatically terminate and expire as to all leasehold rights below 100 feet below the stratigraphic equivalent of the deepest common source of supply penetrated in any well, spud after the date of this lease, on lands covered by this lease or on lands with which lands covered by this lease are spaced by order of the Oklahoma Corporation Commission or voluntarily unitized therewith. Provided, however, if within the primary term of this lease, lessee should commence operations to drill, deepen, or rework a well under the terms of this lease, the lessee shall have the right to drill such well to completion and/or continue deepening and/or complete reworking operations with reasonable diligence and dispatch, and if oil and gas be found in paying quantities, this lease shall terminate only to the depth provided in this clause.

3) Notwithstanding anything to the contrary contained herein, it is expressly agreed that the completion of a well capable of production in paying quantities on a drilling and spacing unit(s), established by any governmental authority or agency shall extend beyond the primary terms only that portion of the leased premises contained within said drilling and spacing unit(s), and that, subject to the provisions of this paragraph, the portion of the leased premises outside the said drilling and spacing unit(s) shall be released at the expiration of the primary term. Provided, however, that if within the primary term of this Lease, Lessee shall commence operations to drill or rework a well under the terms of this Lease, the Lessee shall have the right to drill such a well to completion and/or complete reworking operations with reasonable diligence and dispatch, and if oil or gas be found in paying quantities, this Lease shall terminate only to those lands lying outside of said drilling and spacing units(s). If a "unit" has not been established by any state regulatory agency of the State of Oklahoma, or under the pooling clause of this lease, "unit" shall be deemed for all purposes to comprise the governmental quarter/quarter/quarter section (10 Acres) upon which the borehole of any well drilled pursuant to this lease is actually located.

4) There shall be no salt water disposal on the above-described real property.

- 5) Lessee shall indemnify and hold Lessor harmless from any and all liability, liens, demands, judgments, suits, and claims of any kind or character arising out of, in connection with, or relating to Lessee's operations under the terms of this Lease, including, but not limited to, claims for injury to or death of any persons, or damage, loss or destruction of any property, real or personal, under any theory of tort, contract, or strict liability.
- 6) Notwithstanding anything to the contrary contained herein, after the expiration of the primary term of this lease, shut-in royalty payments shall be restricted to maintain this lease in force for a maximum of two (2) years for each shut-in period.
- 7) The use of the above described property by Lessee is limited only to producing wells physically located on said premises. Tank batteries and other applicable equipment shall not be located hereon, except for wells actually located on the leased premises. Pipelines and roads across the leased premises are limited to those wells located on the leased premises and only after payment of damages as determined by the parties.
- 8) Notwithstanding anything herein to the contrary, Lessee shall pay royalty on the fair market value received at the point of sale, with an arms length transaction, without any post production expenses or costs being prorated back to Lessor. Such post production expenses/costs are to include, but are not limited to, the cost of producing, gathering, storing, separating, treating, dehydrating, compressing, processing, manufacturing, transporting, and marketing the oil and/or gas produced hereunder whether the point of sale is at or off the leased premises. Such royalty is to include all oil, gas; including all its constituents and any other by-products produced and saved from the leased premises.
- 9) It is specifically understood by Lessee that any operations of the Leased Premises by the Lessee shall be in accordance with the laws and statutes of the State of Oklahoma and the Ordinances of the City of Chickasha, the rules and regulations of any other state or Federal regulatory agency. It is further understood that if the Leased Premises are a part of the municipal airport of the City of Chickasha, then the rules and regulations of the Federal Aviation Administration and the Ordinances of the City of Chickasha shall govern the location of the drill site, and any drilling operations thereon.
- 10) Lessee agrees that substantiation and validation of this lease is at the sole discretion and obligation of the Lessee and if lease is rendered invalid for any reason, save typographical error, including names or descriptions, Lessor shall not be required to refund any rents, royalties, bonuses, shut-in payments or other considerations paid.
- 11) Surface damages shall be negotiated separate from this lease, or, if the parties cannot agree on an amount, Lessee shall take such action as necessary pursuant to the Surface Damage Act.

SIGNED FOR IDENTIFICATION:

LESSOR: The City of Chickasha, Oklahoma
a municipal Corporation of the State of Oklahoma

By: _____
MAYOR

ATTEST:

CITY CLERK



City of
CHICKASHA

Meeting Type: Council Agenda 10-17-2022

Meeting Date: 10/17/2022

Department: City Clerk

Agenda Item No. 6.o.

AGENDA ITEM: Discussion, consideration, and possible action to approve an oil and gas lease agreement with Dutton Resources, LLC for the following Tract of property:
Tract 8: An undivided 520.00 acres MORE OR LESS in E/2 NW/4; NE/4; SW/4; SE/4 in Section 22, Township 8 North, Range 9 West, Caddo County, Oklahoma;

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Approve an oil and gas lease agreement with Dutton Resources, LLC for the following Tract of property:

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

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: October 10, 2022	(From)		

V. ATTACHMENTS:

1. Dutton Tract 8

OIL AND GAS LEASE

(Paid-up)

AGREEMENT, made and entered into this ____ day of _____, 2022, by and between The City of Chickasha, Oklahoma, a municipal Corporation of the State of Oklahoma, 117 N. 4th Street, Chickasha, OK 73018, party of the first part, hereinafter called Lessor (whether one or more), and Dutton Resources, LLC, with a mailing address of P.O. Box 5378 Edmond, OK 73083, party of the second part, hereinafter called Lessee.

WITNESSETH, that the said Lessor, for and in consideration of Ten Dollars, cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of Lessee to be paid, kept and performed, has granted, demised, leased and let and by these presents does grant, demise, lease and let unto the said Lessee, for the sole and only purpose of exploring by geophysical and other methods, mining and operating for oil (including but not limited to distillate and condensate), gas (including casinghead gas and helium and all other constituents), and for laying pipelines, and building tanks, power stations and structures thereon, to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situated in the County of Caddo, State of Oklahoma, described as follows, to-wit:

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

1. It is agreed that this lease shall remain in force for a term of three (3) years from date (herein called primary term) and so long thereafter as oil or gas, or either of them, is produced from said land by the Lessee.
2. In consideration of the premises the said Lessee covenants and agrees:
 - A. To deliver to the credit of Lessor free of cost, in the pipeline to which it may connect its wells, a three-sixteenths (3/16) part of all oil and gas (including but not limited to condensate and distillate) produced and saved from the leased premises.
 - B. During any period (whether before or after expiration of the primary term hereof) when gas is not being so sold or used and the well or wells are shut in and there is no current production of oil or operations on said leased premises sufficient to keep this lease in force, Lessee shall pay or tender a royalty of One Dollar (\$1.00) per year per net royalty acre retained hereunder, such payment or tender to be made, on or before the later of ninety (90) days following the date of shut in or the anniversary date of this lease during the period such well is shut in, to the Lessor. When such payment or tender is made it will be considered that gas is being produced within the meaning of the entire lease.
3. If, at the expiration of the primary term, there is no production in paying quantities on the leased land or on lands pooled therewith but Lessee is conducting operations for drilling, completing or reworking a well, this lease nevertheless shall continue as long as such

operations are prosecuted or additional operations are commenced and prosecuted (whether on the same or successive wells) with no cessation of more than ninety (90) days, and if production is discovered, this lease shall continue as long thereafter as oil or gas are produced. In addition, if at any time or times after the primary term, there is a total cessation of all production, for any cause (other than an event of force majeure), this lease shall not terminate if Lessee commences or resumes any drilling or reworking operations or production within ninety (90) days after such cessation. Drilling operations or mining operations shall be deemed to be commenced when the first material is placed on the leased premises or when the first work other than surveying or staking the location is done thereon which is necessary for such operations.

4. Lessee is hereby granted the right at any time and from time to time to unitize the leased premises or any portion or portions thereof, as to all strata or any stratum or strata, with any other lands as to all strata or any stratum or strata, for the production primarily of oil or primarily of gas with or without distillate. However, no unit for the production primarily of oil shall embrace more than 160 acres, or for the production primarily of gas with or without distillate more than 640 acres; provided that if any governmental regulation shall permit or prescribe a spacing pattern for the development of the field or allocate a producing allowable based on acreage per well, then any such unit may embrace as much additional acreage as may be so permitted or prescribed or as may be used in such allocation of allowable. Lessee shall file written unit designations in the county in which the leased premises are located unless the pooling or unitization results from governmental order or rule, in which case no such written designation shall be required. Operations upon and production from the unit shall be treated as if such operations were upon or such production were from the leased premises whether or not the well or wells are located thereon. The entire acreage within a unit shall be treated for all purposes as if it were covered by and included in this lease except that the royalty on production from the unit shall be as below provided, and except that in calculating the amount of any shut in gas royalties, only the part of the acreage originally leased and then actually embraced by this lease shall be counted. In respect to production from the unit, Lessee shall pay Lessor, in lieu of other royalties thereon, only such proportion of the royalties stipulated herein as the amount of his acreage placed in the unit, or his royalty interest therein on an acreage basis bears to the total acreage in the unit.
5. If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties herein provided shall be paid to the Lessor only in the proportion which his interest bears to the whole and undivided fee.
6. Lessee shall have the right to use, free of cost, gas, oil, and produced on said land for its operations thereon, except water from the leased premises.
7. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.
8. If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns. However, no change or division in ownership of the land or royalties shall enlarge the obligations or diminish the rights of Lessee. No change in the ownership of the land or royalties shall be binding on the Lessee until after

the Lessee has been furnished with a written transfer or assignment or a true copy thereof. In case Lessee assigns this lease, in whole or in part, lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

9. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules and Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or such failure is the result of any such Law, Order, Rule or Regulation, or operation of force majeure.
10. This lease shall be effective as to Lessor on execution hereof and shall be binding on those signing, notwithstanding some of the Lessors above named may not join in the execution hereof. The word "Lessor" as used in this lease means the party or parties who execute this lease as Lessor, although not named above.
11. Lessor does not guarantee or warrant title to the above described properties. In the event of failure of title, Lessor shall not be required to refund any bonuses, royalties, shut-in payments or other considerations paid to lessors.
12. Lessee may at any time and from time to time surrender this lease as to any part or parts of the leased premises by delivering or mailing a release thereof to lessor, or by placing a release of record in the proper County.
13. Lessee shall pay for all damages to land and crops caused by its operations. No well shall be drilled nearer than 200 feet to any house or barn now on said premises, without the written consent of the Lessor.
14. The Lessee's failure to comply with any covenant or obligation of this lease shall not result in the forfeiture of the lease unless and until lessor has provided lessee notice of such default and gives Lessee sixty (60) days in which to cure such default.
15. Before commencing any operations on lands where Lessor is the owner of the surface Lessee shall obtain from Lessor, by written agreement, permission to use that certain portion of said lands set out in the written agreement for drill site and to conduct mining and drilling operations or the production, storage, or removal of minerals therefrom.
16. This Lease is subject to and fully includes each and every provision as provided on Exhibit "A" attached hereto and made a part hereof.

IN TESTIMONY WHEREOF, we sign this ____ day of _____, 2022.

ATTEST:

The City of Chickasha, Oklahoma,
a municipal Corporation of the State of Oklahoma

CITY CLERK

By: _____
MAYOR

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
COUNTY OF GRADY) SS:

Before me, in and for said county and State, on this _____ day of _____, 2022, personally appeared Chris Mosley, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as the Mayor of the City of Chickasha, and acknowledged before me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such municipal corporation, for the uses and purposes therein set forth.

My Commission Expires: _____
Notary Public

Commission No.: _____

EXHIBIT "A"

Attached to and made a part of that certain Oil and Gas Lease dated the _____ day of _____, 2022, between the City of Chickasha, a municipal corporation, of the State of Oklahoma, as Lessor and Dutton Resources, LLC, with a mailing address of P.O. Box 5378 Edmond, OK 73083, as Lessee. Said addendum and additional provisions relate to the following tract of property:

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

- 1) Notwithstanding anything herein above to the contrary, it is expressly provided that the provisions of the following paragraphs shall prevail in the event of the conflict with any provisions in the preceding printed form Oil and Gas Lease.
- 2) Notwithstanding anything to the contrary contained herein, upon expiration of the primary term of this lease, this lease shall automatically terminate and expire as to all leasehold rights below 100 feet below the stratigraphic equivalent of the deepest common source of supply penetrated in any well, spud after the date of this lease, on lands covered by this lease or on lands with which lands covered by this lease are spaced by order of the Oklahoma Corporation Commission or voluntarily unitized therewith. Provided, however, if within the primary term of this lease, lessee should commence operations to drill, deepen, or rework a well under the terms of this lease, the lessee shall have the right to drill such well to completion and/or continue deepening and/or complete reworking operations with reasonable diligence and dispatch, and if oil and gas be found in paying quantities, this lease shall terminate only to the depth provided in this clause.
- 3) Notwithstanding anything to the contrary contained herein, it is expressly agreed that the completion of a well capable of production in paying quantities on a drilling and spacing unit(s), established by any governmental authority or agency shall extend beyond the primary terms only that portion of the leased premises contained within said drilling and spacing unit(s), and that, subject to the provisions of this paragraph, the portion of the leased premises outside the said drilling and spacing unit(s) shall be released at the expiration of the primary term. Provided, however, that if within the primary term of this Lease, Lessee shall commence operations to drill or rework a well under the terms of this Lease, the Lessee shall have the right to drill such a well to completion and/or complete reworking operations with reasonable diligence and dispatch, and if oil or gas be found in paying quantities, this Lease shall terminate only to those lands lying outside of said drilling and spacing units(s). If a "unit" has not been established by any state regulatory agency of the State of Oklahoma, or under the pooling clause of this lease, "unit" shall be deemed for all purposes to comprise the governmental quarter/quarter/quarter section (10 Acres) upon which the borehole of any well drilled pursuant to this lease is actually located.
- 4) There shall be no salt water disposal on the above-described real property.

- 5) Lessee shall indemnify and hold Lessor harmless from any and all liability, liens, demands, judgments, suits, and claims of any kind or character arising out of, in connection with, or relating to Lessee's operations under the terms of this Lease, including, but not limited to, claims for injury to or death of any persons, or damage, loss or destruction of any property, real or personal, under any theory of tort, contract, or strict liability.
- 6) Notwithstanding anything to the contrary contained herein, after the expiration of the primary term of this lease, shut-in royalty payments shall be restricted to maintain this lease in force for a maximum of two (2) years for each shut-in period.
- 7) The use of the above described property by Lessee is limited only to producing wells physically located on said premises. Tank batteries and other applicable equipment shall not be located hereon, except for wells actually located on the leased premises. Pipelines and roads across the leased premises are limited to those wells located on the leased premises and only after payment of damages as determined by the parties.
- 8) Notwithstanding anything herein to the contrary, Lessee shall pay royalty on the fair market value received at the point of sale, with an arms length transaction, without any post production expenses or costs being prorated back to Lessor. Such post production expenses/costs are to include, but are not limited to, the cost of producing, gathering, storing, separating, treating, dehydrating, compressing, processing, manufacturing, transporting, and marketing the oil and/or gas produced hereunder whether the point of sale is at or off the leased premises. Such royalty is to include all oil, gas; including all its constituents and any other by-products produced and saved from the leased premises.
- 9) It is specifically understood by Lessee that any operations of the Leased Premises by the Lessee shall be in accordance with the laws and statutes of the State of Oklahoma and the Ordinances of the City of Chickasha, the rules and regulations of any other state or Federal regulatory agency. It is further understood that if the Leased Premises are a part of the municipal airport of the City of Chickasha, then the rules and regulations of the Federal Aviation Administration and the Ordinances of the City of Chickasha shall govern the location of the drill site, and any drilling operations thereon.
- 10) Lessee agrees that substantiation and validation of this lease is at the sole discretion and obligation of the Lessee and if lease is rendered invalid for any reason, save typographical error, including names or descriptions, Lessor shall not be required to refund any rents, royalties, bonuses, shut-in payments or other considerations paid.
- 11) Surface damages shall be negotiated separate from this lease, or, if the parties cannot agree on an amount, Lessee shall take such action as necessary pursuant to the Surface Damage Act.

SIGNED FOR IDENTIFICATION:

LESSOR: The City of Chickasha, Oklahoma
a municipal Corporation of the State of Oklahoma

By: _____
MAYOR

ATTEST:

CITY CLERK



City of
CHICKASHA

Meeting Type: Council Agenda 10-17-2022

Meeting Date: 10/17/2022

Department: City Clerk

Agenda Item No. 6.p.

AGENDA ITEM: Discussion, consideration, and possible action to approve an oil and gas lease agreement with Dutton Resources, LLC for the following Tract of property:
Tract 9: An undivided 200.00 acres MORE OR LESS 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;

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Approve an oil and gas lease agreement with Dutton Resources, LLC for the following Tract of property:

Tract 9: An undivided 200.00 acres MORE OR LESS 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.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: October 10, 2022	(From)		

V. ATTACHMENTS:

1. Dutton Tract 9

OIL AND GAS LEASE

(Paid-up)

AGREEMENT, made and entered into this ____ day of _____, 2022, by and between The City of Chickasha, Oklahoma, a municipal Corporation of the State of Oklahoma, 117 N. 4th Street, Chickasha, OK 73018, party of the first part, hereinafter called Lessor (whether one or more), and Dutton Resources, LLC, with a mailing address of P.O. Box 5378 Edmond, OK 73083, party of the second part, hereinafter called Lessee.

WITNESSETH, that the said Lessor, for and in consideration of Ten Dollars, cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of Lessee to be paid, kept and performed, has granted, demised, leased and let and by these presents does grant, demise, lease and let unto the said Lessee, for the sole and only purpose of exploring by geophysical and other methods, mining and operating for oil (including but not limited to distillate and condensate), gas (including casinghead gas and helium and all other constituents), and for laying pipelines, and building tanks, power stations and structures thereon, to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situated in the County of Caddo, State of Oklahoma, described as follows, to-wit:

An undivided 200.00 acres, more or less, 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

1. It is agreed that this lease shall remain in force for a term of three (3) years from date (herein called primary term) and so long thereafter as oil or gas, or either of them, is produced from said land by the Lessee.
2. In consideration of the premises the said Lessee covenants and agrees:
 - A. To deliver to the credit of Lessor free of cost, in the pipeline to which it may connect its wells, a three-sixteenths (3/16) part of all oil and gas (including but not limited to condensate and distillate) produced and saved from the leased premises.
 - B. During any period (whether before or after expiration of the primary term hereof) when gas is not being so sold or used and the well or wells are shut in and there is no current production of oil or operations on said leased premises sufficient to keep this lease in force, Lessee shall pay or tender a royalty of One Dollar (\$1.00) per year per net royalty acre retained hereunder, such payment or tender to be made, on or before the later of ninety (90) days following the date of shut in or the anniversary date of this lease during the period such well is shut in, to the Lessor. When such payment or tender is made it will be considered that gas is being produced within the meaning of the entire lease.
3. If, at the expiration of the primary term, there is no production in paying quantities on the leased land or on lands pooled therewith but Lessee is conducting operations for drilling, completing or reworking a well, this lease nevertheless shall continue as long as such

operations are prosecuted or additional operations are commenced and prosecuted (whether on the same or successive wells) with no cessation of more than ninety (90) days, and if production is discovered, this lease shall continue as long thereafter as oil or gas are produced. In addition, if at any time or times after the primary term, there is a total cessation of all production, for any cause (other than an event of force majeure), this lease shall not terminate if Lessee commences or resumes any drilling or reworking operations or production within ninety (90) days after such cessation. Drilling operations or mining operations shall be deemed to be commenced when the first material is placed on the leased premises or when the first work other than surveying or staking the location is done thereon which is necessary for such operations.

4. Lessee is hereby granted the right at any time and from time to time to unitize the leased premises or any portion or portions thereof, as to all strata or any stratum or strata, with any other lands as to all strata or any stratum or strata, for the production primarily of oil or primarily of gas with or without distillate. However, no unit for the production primarily of oil shall embrace more than 160 acres, or for the production primarily of gas with or without distillate more than 640 acres; provided that if any governmental regulation shall permit or prescribe a spacing pattern for the development of the field or allocate a producing allowable based on acreage per well, then any such unit may embrace as much additional acreage as may be so permitted or prescribed or as may be used in such allocation of allowable. Lessee shall file written unit designations in the county in which the leased premises are located unless the pooling or unitization results from governmental order or rule, in which case no such written designation shall be required. Operations upon and production from the unit shall be treated as if such operations were upon or such production were from the leased premises whether or not the well or wells are located thereon. The entire acreage within a unit shall be treated for all purposes as if it were covered by and included in this lease except that the royalty on production from the unit shall be as below provided, and except that in calculating the amount of any shut in gas royalties, only the part of the acreage originally leased and then actually embraced by this lease shall be counted. In respect to production from the unit, Lessee shall pay Lessor, in lieu of other royalties thereon, only such proportion of the royalties stipulated herein as the amount of his acreage placed in the unit, or his royalty interest therein on an acreage basis bears to the total acreage in the unit.
5. If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties herein provided shall be paid to the Lessor only in the proportion which his interest bears to the whole and undivided fee.
6. Lessee shall have the right to use, free of cost, gas, oil, and produced on said land for its operations thereon, except water from the leased premises.
7. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.
8. If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns. However, no change or division in ownership of the land or royalties shall enlarge the obligations or diminish the rights of Lessee. No change in the ownership of the land or royalties shall be binding on the Lessee until after

the Lessee has been furnished with a written transfer or assignment or a true copy thereof. In case Lessee assigns this lease, in whole or in part, lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

9. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules and Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or such failure is the result of any such Law, Order, Rule or Regulation, or operation of force majeure.
10. This lease shall be effective as to Lessor on execution hereof and shall be binding on those signing, notwithstanding some of the Lessors above named may not join in the execution hereof. The word "Lessor" as used in this lease means the party or parties who execute this lease as Lessor, although not named above.
11. Lessor does not guarantee or warrant title to the above described properties. In the event of failure of title, Lessor shall not be required to refund any bonuses, royalties, shut-in payments or other considerations paid to lessors.
12. Lessee may at any time and from time to time surrender this lease as to any part or parts of the leased premises by delivering or mailing a release thereof to lessor, or by placing a release of record in the proper County.
13. Lessee shall pay for all damages to land and crops caused by its operations. No well shall be drilled nearer than 200 feet to any house or barn now on said premises, without the written consent of the Lessor.
14. The Lessee's failure to comply with any covenant or obligation of this lease shall not result in the forfeiture of the lease unless and until lessor has provided lessee notice of such default and gives Lessee sixty (60) days in which to cure such default.
15. Before commencing any operations on lands where Lessor is the owner of the surface Lessee shall obtain from Lessor, by written agreement, permission to use that certain portion of said lands set out in the written agreement for drill site and to conduct mining and drilling operations or the production, storage, or removal of minerals therefrom.
16. This Lease is subject to and fully includes each and every provision as provided on Exhibit "A" attached hereto and made a part hereof.

IN TESTIMONY WHEREOF, we sign this ____ day of _____, 2022.

ATTEST:

The City of Chickasha, Oklahoma,
a municipal Corporation of the State of Oklahoma

CITY CLERK

By: _____
MAYOR

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
COUNTY OF GRADY) SS:

Before me, in and for said county and State, on this ____ day of _____, 2022, personally appeared Chris Mosley, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as the Mayor of the City of Chickasha, and acknowledged before me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such municipal corporation, for the uses and purposes therein set forth.

My Commission Expires: _____
Notary Public

Commission No.: _____

EXHIBIT "A"

Attached to and made a part of that certain Oil and Gas Lease dated the _____ day of _____, 2022, between the City of Chickasha, a municipal corporation, of the State of Oklahoma, as Lessor and Dutton Resources, LLC, with a mailing address of P.O. Box 5378 Edmond, OK 73083, as Lessee. Said addendum and additional provisions relate to the following tract of property:

An undivided 200.00 acres, more or less, 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

1) Notwithstanding anything herein above to the contrary, it is expressly provided that the provisions of the following paragraphs shall prevail in the event of the conflict with any provisions in the preceding printed form Oil and Gas Lease.

2) Notwithstanding anything to the contrary contained herein, upon expiration of the primary term of this lease, this lease shall automatically terminate and expire as to all leasehold rights below 100 feet below the stratigraphic equivalent of the deepest common source of supply penetrated in any well, spud after the date of this lease, on lands covered by this lease or on lands with which lands covered by this lease are spaced by order of the Oklahoma Corporation Commission or voluntarily unitized therewith. Provided, however, if within the primary term of this lease, lessee should commence operations to drill, deepen, or rework a well under the terms of this lease, the lessee shall have the right to drill such well to completion and/or continue deepening and/or complete reworking operations with reasonable diligence and dispatch, and if oil and gas be found in paying quantities, this lease shall terminate only to the depth provided in this clause.

3) Notwithstanding anything to the contrary contained herein, it is expressly agreed that the completion of a well capable of production in paying quantities on a drilling and spacing unit(s), established by any governmental authority or agency shall extend beyond the primary terms only that portion of the leased premises contained within said drilling and spacing unit(s), and that, subject to the provisions of this paragraph, the portion of the leased premises outside the said drilling and spacing unit(s) shall be released at the expiration of the primary term. Provided, however, that if within the primary term of this Lease, Lessee shall commence operations to drill or rework a well under the terms of this Lease, the Lessee shall have the right to drill such a well to completion and/or complete reworking operations with reasonable diligence and dispatch, and if oil or gas be found in paying quantities, this Lease shall terminate only to those lands lying outside of said drilling and spacing units(s). If a "unit" has not been established by any state regulatory agency of the State of Oklahoma, or under the pooling clause of this lease, "unit" shall be deemed for all purposes to comprise the governmental quarter/quarter/quarter section (10 Acres) upon which the borehole of any well drilled pursuant to this lease is actually located.

4) There shall be no salt water disposal on the above-described real property.

- 5) Lessee shall indemnify and hold Lessor harmless from any and all liability, liens, demands, judgments, suits, and claims of any kind or character arising out of, in connection with, or relating to Lessee's operations under the terms of this Lease, including, but not limited to, claims for injury to or death of any persons, or damage, loss or destruction of any property, real or personal, under any theory of tort, contract, or strict liability.
- 6) Notwithstanding anything to the contrary contained herein, after the expiration of the primary term of this lease, shut-in royalty payments shall be restricted to maintain this lease in force for a maximum of two (2) years for each shut-in period.
- 7) The use of the above described property by Lessee is limited only to producing wells physically located on said premises. Tank batteries and other applicable equipment shall not be located hereon, except for wells actually located on the leased premises. Pipelines and roads across the leased premises are limited to those wells located on the leased premises and only after payment of damages as determined by the parties.
- 8) Notwithstanding anything herein to the contrary, Lessee shall pay royalty on the fair market value received at the point of sale, with an arms length transaction, without any post production expenses or costs being prorated back to Lessor. Such post production expenses/costs are to include, but are not limited to, the cost of producing, gathering, storing, separating, treating, dehydrating, compressing, processing, manufacturing, transporting, and marketing the oil and/or gas produced hereunder whether the point of sale is at or off the leased premises. Such royalty is to include all oil, gas; including all its constituents and any other by-products produced and saved from the leased premises.
- 9) It is specifically understood by Lessee that any operations of the Leased Premises by the Lessee shall be in accordance with the laws and statutes of the State of Oklahoma and the Ordinances of the City of Chickasha, the rules and regulations of any other state or Federal regulatory agency. It is further understood that if the Leased Premises are a part of the municipal airport of the City of Chickasha, then the rules and regulations of the Federal Aviation Administration and the Ordinances of the City of Chickasha shall govern the location of the drill site, and any drilling operations thereon.
- 10) Lessee agrees that substantiation and validation of this lease is at the sole discretion and obligation of the Lessee and if lease is rendered invalid for any reason, save typographical error, including names or descriptions, Lessor shall not be required to refund any rents, royalties, bonuses, shut-in payments or other considerations paid.
- 11) Surface damages shall be negotiated separate from this lease, or, if the parties cannot agree on an amount, Lessee shall take such action as necessary pursuant to the Surface Damage Act.

SIGNED FOR IDENTIFICATION:

LESSOR: The City of Chickasha, Oklahoma
a municipal Corporation of the State of Oklahoma

By: _____
MAYOR

ATTEST:

CITY CLERK



City of
CHICKASHA

Meeting Type: Council Agenda 10-17-2022

Meeting Date: 10/17/2022

Department: City Clerk

Agenda Item No. 6.q.

AGENDA ITEM: Discussion, consideration, and possible action to approve an oil and gas lease agreement with Dutton Resources, LLC for the following Tract of property:

Tract 10: An undivided 620.00 acres MORE OR LESS 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;

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Approve an oil and gas lease agreement with Dutton Resources, LLC for the following Tract of property:

Tract 10: An undivided 620.00 acres MORE OR LESS 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.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: October 10, 2022	(From)		

V. ATTACHMENTS:

1. Dutton Tract 10

OIL AND GAS LEASE

(Paid-up)

AGREEMENT, made and entered into this ____ day of _____, 2022, by and between The City of Chickasha, Oklahoma, a municipal Corporation of the State of Oklahoma, 117 N. 4th Street, Chickasha, OK 73018, party of the first part, hereinafter called Lessor (whether one or more), and Dutton Resources, LLC, with a mailing address of P.O. Box 5378 Edmond, OK 73083, party of the second part, hereinafter called Lessee.

WITNESSETH, that the said Lessor, for and in consideration of Ten Dollars, cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of Lessee to be paid, kept and performed, has granted, demised, leased and let and by these presents does grant, demise, lease and let unto the said Lessee, for the sole and only purpose of exploring by geophysical and other methods, mining and operating for oil (including but not limited to distillate and condensate), gas (including casinghead gas and helium and all other constituents), and for laying pipelines, and building tanks, power stations and structures thereon, to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situated in the County of Caddo, State of Oklahoma, described as follows, to-wit:

An undivided 620.00 acres, more or less, 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

1. It is agreed that this lease shall remain in force for a term of three (3) years from date (herein called primary term) and so long thereafter as oil or gas, or either of them, is produced from said land by the Lessee.
2. In consideration of the premises the said Lessee covenants and agrees:
 - A. To deliver to the credit of Lessor free of cost, in the pipeline to which it may connect its wells, a three-sixteenths (3/16) part of all oil and gas (including but not limited to condensate and distillate) produced and saved from the leased premises.
 - B. During any period (whether before or after expiration of the primary term hereof) when gas is not being so sold or used and the well or wells are shut in and there is no current production of oil or operations on said leased premises sufficient to keep this lease in force, Lessee shall pay or tender a royalty of One Dollar (\$1.00) per year per net royalty acre retained hereunder, such payment or tender to be made, on or before the later of ninety (90) days following the date of shut in or the anniversary date of this lease during the period such well is shut in, to the Lessor. When such payment or tender is made it will be considered that gas is being produced within the meaning of the entire lease.
3. If, at the expiration of the primary term, there is no production in paying quantities on the leased land or on lands pooled therewith but Lessee is conducting operations for drilling,

completing or reworking a well, this lease nevertheless shall continue as long as such operations are prosecuted or additional operations are commenced and prosecuted (whether on the same or successive wells) with no cessation of more than ninety (90) days, and if production is discovered, this lease shall continue as long thereafter as oil or gas are produced. In addition, if at any time or times after the primary term, there is a total cessation of all production, for any cause (other than an event of force majeure), this lease shall not terminate if Lessee commences or resumes any drilling or reworking operations or production within ninety (90) days after such cessation. Drilling operations or mining operations shall be deemed to be commenced when the first material is placed on the leased premises or when the first work other than surveying or staking the location is done thereon which is necessary for such operations.

4. Lessee is hereby granted the right at any time and from time to time to unitize the leased premises or any portion or portions thereof, as to all strata or any stratum or strata, with any other lands as to all strata or any stratum or strata, for the production primarily of oil or primarily of gas with or without distillate. However, no unit for the production primarily of oil shall embrace more than 160 acres, or for the production primarily of gas with or without distillate more than 640 acres; provided that if any governmental regulation shall permit or prescribe a spacing pattern for the development of the field or allocate a producing allowable based on acreage per well, then any such unit may embrace as much additional acreage as may be so permitted or prescribed or as may be used in such allocation of allowable. Lessee shall file written unit designations in the county in which the leased premises are located unless the pooling or unitization results from governmental order or rule, in which case no such written designation shall be required. Operations upon and production from the unit shall be treated as if such operations were upon or such production were from the leased premises whether or not the well or wells are located thereon. The entire acreage within a unit shall be treated for all purposes as if it were covered by and included in this lease except that the royalty on production from the unit shall be as below provided, and except that in calculating the amount of any shut in gas royalties, only the part of the acreage originally leased and then actually embraced by this lease shall be counted. In respect to production from the unit, Lessee shall pay Lessor, in lieu of other royalties thereon, only such proportion of the royalties stipulated herein as the amount of his acreage placed in the unit, or his royalty interest therein on an acreage basis bears to the total acreage in the unit.
5. If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties herein provided shall be paid to the Lessor only in the proportion which his interest bears to the whole and undivided fee.
6. Lessee shall have the right to use, free of cost, gas, oil, and produced on said land for its operations thereon, except water from the leased premises.
7. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.
8. If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns. However, no change or division in ownership of the land or royalties shall enlarge the obligations or diminish the rights of Lessee. No

change in the ownership of the land or royalties shall be binding on the Lessee until after the Lessee has been furnished with a written transfer or assignment or a true copy thereof. In case Lessee assigns this lease, in whole or in part, lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

9. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules and Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or such failure is the result of any such Law, Order, Rule or Regulation, or operation of force majeure.
10. This lease shall be effective as to Lessor on execution hereof and shall be binding on those signing, notwithstanding some of the Lessors above named may not join in the execution hereof. The word "Lessor" as used in this lease means the party or parties who execute this lease as Lessor, although not named above.
11. Lessor does not guarantee or warrant title to the above described properties. In the event of failure of title, Lessor shall not be required to refund any bonuses, royalties, shut-in payments or other considerations paid to lessors.
12. Lessee may at any time and from time to time surrender this lease as to any part or parts of the leased premises by delivering or mailing a release thereof to lessor, or by placing a release of record in the proper County.
13. Lessee shall pay for all damages to land and crops caused by its operations. No well shall be drilled nearer than 200 feet to any house or barn now on said premises, without the written consent of the Lessor.
14. The Lessee's failure to comply with any covenant or obligation of this lease shall not result in the forfeiture of the lease unless and until lessor has provided lessee notice of such default and gives Lessee sixty (60) days in which to cure such default.
15. Before commencing any operations on lands where Lessor is the owner of the surface Lessee shall obtain from Lessor, by written agreement, permission to use that certain portion of said lands set out in the written agreement for drill site and to conduct mining and drilling operations or the production, storage, or removal of minerals therefrom.
16. This Lease is subject to and fully includes each and every provision as provided on Exhibit "A" attached hereto and made a part hereof.

IN TESTIMONY WHEREOF, we sign this ____ day of _____, 2022.

ATTEST:

The City of Chickasha, Oklahoma,
a municipal Corporation of the State of Oklahoma

CITY CLERK

By: _____
MAYOR

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
COUNTY OF GRADY) SS:

Before me, in and for said county and State, on this ____ day of _____, 2022, personally appeared Chris Mosley, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as the Mayor of the City of Chickasha, and acknowledged before me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such municipal corporation, for the uses and purposes therein set forth.

My Commission Expires: _____
Notary Public

Commission No.: _____

EXHIBIT "A"

Attached to and made a part of that certain Oil and Gas Lease dated the _____ day of _____, 2022, between the City of Chickasha, a municipal corporation, of the State of Oklahoma, as Lessor and Dutton Resources, LLC, with a mailing address of P.O. Box 5378 Edmond, OK 73083, as Lessee. Said addendum and additional provisions relate to the following tract of property:

An undivided 620.00 acres, more or less, 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

1) Notwithstanding anything herein above to the contrary, it is expressly provided that the provisions of the following paragraphs shall prevail in the event of the conflict with any provisions in the preceding printed form Oil and Gas Lease.

2) Notwithstanding anything to the contrary contained herein, upon expiration of the primary term of this lease, this lease shall automatically terminate and expire as to all leasehold rights below 100 feet below the stratigraphic equivalent of the deepest common source of supply penetrated in any well, spud after the date of this lease, on lands covered by this lease or on lands with which lands covered by this lease are spaced by order of the Oklahoma Corporation Commission or voluntarily unitized therewith. Provided, however, if within the primary term of this lease, lessee should commence operations to drill, deepen, or rework a well under the terms of this lease, the lessee shall have the right to drill such well to completion and/or continue deepening and/or complete reworking operations with reasonable diligence and dispatch, and if oil and gas be found in paying quantities, this lease shall terminate only to the depth provided in this clause.

3) Notwithstanding anything to the contrary contained herein, it is expressly agreed that the completion of a well capable of production in paying quantities on a drilling and spacing unit(s), established by any governmental authority or agency shall extend beyond the primary terms only that portion of the leased premises contained within said drilling and spacing unit(s), and that, subject to the provisions of this paragraph, the portion of the leased premises outside the said drilling and spacing unit(s) shall be released at the expiration of the primary term. Provided, however, that if within the primary term of this Lease, Lessee shall commence operations to drill or rework a well under the terms of this Lease, the Lessee shall have the right to drill such a well to completion and/or complete reworking operations with reasonable diligence and dispatch, and if oil or gas be found in paying quantities, this Lease shall terminate only to those lands lying outside of said drilling and spacing units(s). If a "unit" has not been established by any state regulatory agency of the State of Oklahoma, or under the pooling clause of this lease, "unit" shall be deemed for all purposes to comprise the governmental quarter/quarter/quarter section (10 Acres) upon which the borehole of any well drilled pursuant to this lease is actually located.

4) There shall be no salt water disposal on the above-described real property.

- 5) Lessee shall indemnify and hold Lessor harmless from any and all liability, liens, demands, judgments, suits, and claims of any kind or character arising out of, in connection with, or relating to Lessee's operations under the terms of this Lease, including, but not limited to, claims for injury to or death of any persons, or damage, loss or destruction of any property, real or personal, under any theory of tort, contract, or strict liability.
- 6) Notwithstanding anything to the contrary contained herein, after the expiration of the primary term of this lease, shut-in royalty payments shall be restricted to maintain this lease in force for a maximum of two (2) years for each shut-in period.
- 7) The use of the above described property by Lessee is limited only to producing wells physically located on said premises. Tank batteries and other applicable equipment shall not be located hereon, except for wells actually located on the leased premises. Pipelines and roads across the leased premises are limited to those wells located on the leased premises and only after payment of damages as determined by the parties.
- 8) Notwithstanding anything herein to the contrary, Lessee shall pay royalty on the fair market value received at the point of sale, with an arms length transaction, without any post production expenses or costs being prorated back to Lessor. Such post production expenses/costs are to include, but are not limited to, the cost of producing, gathering, storing, separating, treating, dehydrating, compressing, processing, manufacturing, transporting, and marketing the oil and/or gas produced hereunder whether the point of sale is at or off the leased premises. Such royalty is to include all oil, gas; including all its constituents and any other by-products produced and saved from the leased premises.
- 9) It is specifically understood by Lessee that any operations of the Leased Premises by the Lessee shall be in accordance with the laws and statutes of the State of Oklahoma and the Ordinances of the City of Chickasha, the rules and regulations of any other state or Federal regulatory agency. It is further understood that if the Leased Premises are a part of the municipal airport of the City of Chickasha, then the rules and regulations of the Federal Aviation Administration and the Ordinances of the City of Chickasha shall govern the location of the drill site, and any drilling operations thereon.
- 10) Lessee agrees that substantiation and validation of this lease is at the sole discretion and obligation of the Lessee and if lease is rendered invalid for any reason, save typographical error, including names or descriptions, Lessor shall not be required to refund any rents, royalties, bonuses, shut-in payments or other considerations paid.
- 11) Surface damages shall be negotiated separate from this lease, or, if the parties cannot agree on an amount, Lessee shall take such action as necessary pursuant to the Surface Damage Act.

SIGNED FOR IDENTIFICATION:

LESSOR: The City of Chickasha, Oklahoma
a municipal Corporation of the State of Oklahoma

By: _____
MAYOR

ATTEST:

CITY CLERK



City of
CHICKASHA

Meeting Type: Council Agenda 10-17-2022

Meeting Date: 10/17/2022

Department: Finance

Agenda Item No. 6.r.

AGENDA ITEM: Discussion, consideration and possible action to accept as complete and authorize payment for the setup, installation and configuration of a new Dell server at City Hall in an amount not to exceed \$18,126 paid with ARPA funds.

I. BACKGROUND/DESCRIPTION:

The City of Chickasha was running on an older version of Windows Server that was near its end of life and is not capable of handling the new ArcGIS mapping software. This new Dell server authorized under ARPA funds is a direct replacement for the current server and provides server infrastructure to support new software that supports City services.

II. RECOMMENDED ACTION:

Staff recommends we accept the new server and authorize payment not to exceed \$18,126 out of ARPA funds.

III. FISCAL INFORMATION -

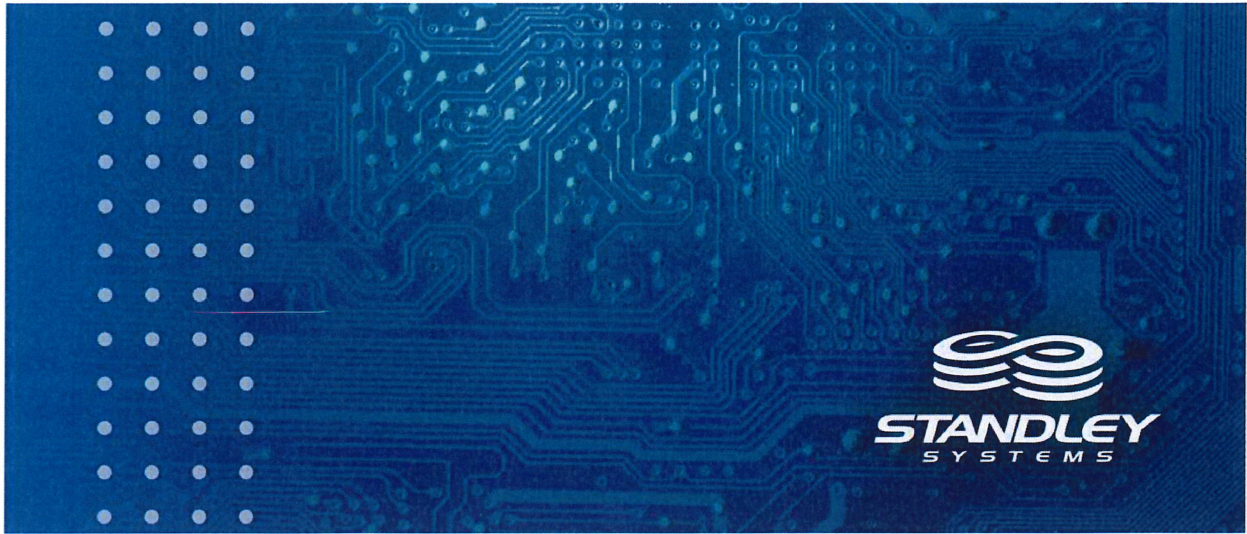
IV. FUND INFORMATION:

Dept. Director: Cindy Rogers, Asst. City Mgr/Finance Director	Fund	Account	Amount
	(To)44-501-6450-001		\$18,126
	FUND	ACCOUNT	AMOUNT
Meeting Date: October 17, 2022	(From)		

V. ATTACHMENTS:

1. Server Installation - Standley's Statement of Work (002)
2. Dell Server Quote

3. Standley's Installation of Community Development -ArcGIS Server



Statement of Work

City of Chickasha
Server Installation Project

08/22/2022

City of Chickasha
117 N 4th St
Chickasha, OK 73018

Dear City of Chickasha,

Standley Systems has a policy of advising our clients in writing of our understanding as to the scope of our services and then asking to confirm that your understanding is the same as ours.

Standley Systems agrees to assist CLIENT NAME to any extent requested for consulting, design, installation, implementation, upgrade, and management of the network system. CLIENT NAME, at their sole discretion, determines the level of our involvement on this project.

Current Situation

City of Chickasha is currently running an older Windows Server that is at EOL, and is not capable of handling a software that is to be implemented for the Public Works department.

CLIENT NAME Objective

City of Chickasha has requested that Standley Systems upgrade the server that was purchased from Dell directly, after recommendations given by Standley Systems. This server will be a direct replacement to the current server, while also providing server infrastructure to be installed by another vendor.

Scope of Services

Standley Systems will provide the following services to meet requirements of the Client Objective

Estimated amount of hours: 85

- A. Pickup Dell Server
- B. Install Windows
- C. Setup Virtual Machines in accordance to what is required to operate.
- D. Contact SRB for their requirements for the ArcGIS software.
- E. Physically install in Public Works department in Server Rack.
- F. Grant access to SRB their virtual machine so they can begin their installation.
- G. Standleys will migrate Domain Controller, File Server & Application Server.

Hardware / Software installation and Configuration:

- A. Server licenses are included in the quote for installation.

Items out of Scope

Items listed here are not considered part of the project. **City of Chickasha** is responsible for management of these items. Any items not implicitly stated in Scope of Services is considered Out of Scope and will require a Change Order

- Any labor, software, or hardware not listed in this scope of work.
- Any additional licenses or software requirements related to ArcGIS being provided by SRB.

Responsibilities:

Standley Systems will:

1. Review this scope at the start of the project and verify goals and existing environment are accurate to complete deployment phase.

2. Perform the above listed procedures employing industry standards and best practices.
3. Review existing environment and overall time at start of project and request for any adjustment if necessary.

Client will:

1. Make available to Standley Systems all necessary logins, passwords, and documentation for all devices relevant to this project. Credentials include, but are not limited to servers, line of business software, domain registrar like GoDaddy, email system, backup system, network equipment like firewall.
2. Allow Standley Systems Engineers access to all relevant locations and devices during the project.
3. Provide a user list as an excel document with each user's first and last name, position, phone number and email address.
4. If installation of any equipment is beyond the height of a 12-foot ladder, client shall provide a scissor or boom lift from which to work.

Principal Project Contacts:

Client Project Contact: Steve Browning Desk: 405-224-0819 Email: sbrowning@standleys.com	Client Billing Contact: Customer Care Desk: 405-224-0819 Email: helpdesk@standleys.com
Standley Systems Account Representative: Ethan Elliott Desk: 405-574-1189 Mobile: 405-779-4517 Email: eelliott@standleys.com	Standley Systems Dispatch: Customer Care Desk: 405-224-0819 or 800-522-3725 Email: helpdesk@standleys.com

Timing and location

This project is anticipated to take place at the client site beginning on 08/22/2022 and continuing until the project is completed.

Adverse Conditions and Unaccounted Items

Standley Systems likes to disclose potentially adverse conditions affecting this project.

- Software and hardware do not always act as advertised by the manufacturer in every environment. Issues are common and you will benefit from our experience, but sometimes issues may require additional Technical Support. Standley Systems does not extend technical support beyond that offered by the manufacturer, publisher, or vendor. Should "Pay per Incident" support be required, client shall approve and bear financial responsibility for such incidents.
- Standley Systems will assist with the provisioning of services from Internet Service Providers (ISP) but is in no way responsible for problems associated with the ordering or provisioning of services supplied by ISPs. Our experience has proven that nearly all orders with the ISPs result in some sort of problem with the order or installation of the services or both. If this happens, we will work on behalf of your company to assist in resolving these issues. This can be a very frustrating process dealing with the multi-layered bureaucracies of the ISPs. While we are willing to help, we cannot afford to be penalized for the ISPs inability to properly process orders and installations.
- Windows applications and printer installation and configuration are difficult to estimate and are subject to unforeseen difficulties.
- Existing workstations may need memory and/or hard drive upgrades to achieve desired performance.
- We have not substantiated the network compatibility of any existing and planned applications and make no warranties. Some applications may require an upgrade to newer revisions to run properly.
- Proper power and line conditioning are essential to health and reliability of the network system. It is up to the client and the building owner to be certain the environment is free of "dirty" power, electro-magnetic interference and other disruptive forces.
- Proper ventilation and operating temperatures are essential to health and reliability of the network system. It is always the responsibility of the client to make sure that all hardware and other components are operated within normal operating temperatures.
- This list of issues is not limited to the above items. These are just some of the more common concerns.

- Some contingency time has been added to our estimates, however, time for the above listed issues is impossible to estimate and therefore not all scenarios are covered by the proposal. If you require any of these services, we recommend you discuss your needs with our engineer to determine the scope of our participation in these areas as the installation progresses. Our engineers can help you determine what options, if any, are available. Other unforeseen or changed circumstances might affect our original fee estimate. If that is the case, we will notify you as soon as we become aware of it.

Risk of Loss

All risk of loss or damage to the products of Schedule A, or any item, element, or component thereof, shall be borne by the party upon whose premises the products were located at the time of such loss or damage.

System Data Backup

Standley Systems will install and configure data backup systems for all supported servers. At minimum, this will include an off-site cloud backup. It may also include an on-site local backup, depending on the size of your company's data, internet speed, other requirements, and your specific agreement. Standley Systems recommends using a file collaboration and backup software like ShareSync or OneDrive for workstations. If neither are used Standley Systems cannot be held responsible for any data losses for any reason. If you have concerns about the performance of your backup system(s), you must immediately bring your concerns to our attention so the problem can be rectified.

Network Security

Standley Systems has not been retained, unless specified in a separate Network Security attachment or contract, to provide recommendations concerning the network security of the system. These systems include PBX, IP/PBX and other voice-based systems to prevent the interception of confidential data and/or the hijacking of the systems by unauthorized toll callers. Regular password changes and many other measures are essential to managing security. Any changes made to a system may have direct or indirect impacts that are negative to the security of your system(s). Standley Systems cannot possibly anticipate every possible reaction due to system changes. It is imperative that you periodically test your security to make sure it meets the requirements of your security policy. Under no circumstances does Standley Systems guarantee or certify the prior, current, or future integrity of the security of any system.

Payment and Terms

The balance owed on hardware and software, if any, is due upon project completion. Billing for additional work will be submitted at the conclusion of each work order and due according to your credit terms. To submit changes to this original scope of work or project proposal number 005613, please submit your requests to your Standley account representative and helpme@standleys.com. This email will autogenerate a ticket and be placed in your project plan for consideration. Each change will be handled individually, and the priority assessed with your input. Any time dedicated to changes outside the work specified in this scope of work will be considered billable at a rate of \$150 per hour with a one hour minimum. By signing this document, the client agrees to the hourly rate above and will provide payment separately from the project, at the time the service or support is rendered.

If the foregoing is in accordance with your understanding, please sign this letter in the space provided and return it to us.

Sincerely,

Print/Type Name

Standley Systems

Title

Authorized Signature

Standley Systems

Date

Print/Type Name

Client

Title

Authorized Signature

Client

Date

Prepared by Print

Signature

Date



A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No.	3000113703340.1	Sales Rep	Travis Mclaurin
Total	\$18,303.43	Phone	(800) 456-3355, 80000
Customer #	19866811	Email	Lathan_Mclaurin@Dell.com
Quoted On	Mar. 03, 2022	Billing To	ACCOUNTS PAYABLE
Expires by	Apr. 02, 2022		CITY OF CHICKASHA
Contract Name	Dell NASPO Computer		117 N 4TH ST
	Equipment PA - State of OK		CHICKASHA, OK 73018-2686
Contract Code	C000000181161		
Customer Agreement #	MNWNC-108 / SW1020D		
Solution ID	15725049.5		

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Travis Mclaurin

Shipping Group

Shipping To	Shipping Method
TYLER BROOKS CITY OF CHICKASHA 117 N 4TH ST CHICKASHA, OK 73018-2686 (405) 892-3364	Standard Delivery

Product	Unit Price	Quantity	Subtotal
PowerEdge R750 - [amer_r750_14794]	\$17,943.56	1	\$17,943.56
Dell HBA355e Adapter Low Profile/Full height, Customer install	\$359.87	1	\$359.87

	Subtotal:	\$18,303.43
	Shipping:	\$0.00
	Environmental Fee:	\$0.00
	Non-Taxable Amount:	\$18,303.43
	Taxable Amount:	\$0.00
	Estimated Tax:	\$0.00
	Total:	\$18,303.43

Shipping Group Details

Shipping To

TYLER BROOKS
CITY OF CHICKASHA
117 N 4TH ST
CHICKASHA, OK 73018-2686
(405) 892-3364

Shipping Method

Standard Delivery

	Quantity	Subtotal
PowerEdge R750 - [amer_r750_14794]	1	\$17,943.56

Estimated delivery if purchased today:

May. 13, 2022

Contract # C000000181161

Customer Agreement # MNWNC-108 / SW1020D

Description	SKU	Unit Price	Quantity	Subtotal
PowerEdge R750 Server	210-AYCG	-	1	-
2.5 Chassis	379-BDTF	-	1	-
SAS/SATA/NVMe Capable Backplane	379-BDSW	-	1	-
No Rear Storage	379-BDTE	-	1	-
GPU Enablement	379-BDSQ	-	1	-
Trusted Platform Module 2.0 V3	461-AAIG	-	1	-
2.5" Chassis with up to 16 HDDs (SAS/SATA),8x2.5" HDDs (NVMe)	321-BGZG	-	1	-
Intel Xeon Silver 4316 2.3G, 20C/40T, 10.4GT/s, 30M Cache, Turbo, HT (150W) DDR4-2666	338-CBWL	-	1	-
Intel Xeon Silver 4316 2.3G, 20C/40T, 10.4GT/s, 30M Cache, Turbo, HT (150W) DDR4-2666	338-CBWL	-	1	-
Additional Processor Selected	379-BDCO	-	1	-
Heatsink for 2 CPU with GPU configuration	412-AAVC	-	1	-
Performance Optimized	370-AAIP	-	1	-
3200MT/s RDIMMs	370-AEVR	-	1	-
Unconfigured RAID	780-BCDS	-	1	-
PERC H745 Controller, Front	405-AAUZ	-	1	-
Front PERC Mechanical Parts, rear load	750-ACFQ	-	1	-
Power Saving Dell Active Power Controller	750-AABF	-	1	-
UEFI BIOS Boot Mode with GPT Partition	800-BBDM	-	1	-
Standard Fan x6	750-ADGK	-	1	-
Dual, Hot-Plug,Power Supply Redundant (1+1), 1400W, Mixed Mode	450-AJHG	-	1	-
Riser Config 2, Half Length, 4x16, 2x8 slots, SW GPU Capable	330-BBRX	-	1	-
R750 Motherboard	329-BFGT	-	1	-
OpenManage Enterprise Advanced	528-BIYY	-	1	-
iDRAC9 Datacenter 15G	528-CRVW	-	1	-
Broadcom 57412 Dual Port 10GbE SFP+, OCP NIC 3.0	540-BCNT	-	1	-
PowerEdge 2U Standard Bezel	325-BCHU	-	1	-
Dell EMC Luggage Tag	350-BCED	-	1	-
Assembly BOSS Blank	329-BERC	-	1	-
No Quick Sync	350-BBYX	-	1	-

iDRAC,Factory Generated Password	379-BCSF	-	1	-
iDRAC Group Manager, Disabled	379-BCQY	-	1	-
No Operating System	611-BBBF	-	1	-
No Media Required	605-BBFN	-	1	-
ReadyRails Sliding Rails	770-BBBQ	-	1	-
Cable Management Arm, 2U	770-BDRQ	-	1	-
No Systems Documentation, No OpenManage DVD Kit	631-AACK	-	1	-
PowerEdge R750 Shipping	340-CULS	-	1	-
PowerEdge R750 Shipping Material	481-BBFG	-	1	-
PowerEdge R750 CE Marking, No CCC Marking	389-DYHE	-	1	-
Dell/EMC label (BIS) for 2.5" Chassis	389-DYHF	-	1	-
US Order	332-1286	-	1	-
Custom Configuration	817-BBBB	-	1	-
Dell Hardware Limited Warranty Plus Onsite Service	852-7274	-	1	-
ProSupport Next Business Day Onsite Service After Problem Diagnosis 3 Years	852-7284	-	1	-
ProSupport 7x24 Technical Support and Assistance 3 Years	852-7304	-	1	-
Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355	989-3439	-	1	-
ProDeploy Dell Server R Series 1U/2U - Deployment	804-6748	-	1	-
ProDeploy Dell Server R Series 1U/2U - Deployment Verification	804-6749	-	1	-
16GB RDIMM, 3200MT/s, Dual Rank	370-AEVQ	-	8	-
1.6TB SSD SAS ISE Mix Use 12Gbps 512e 2.5in Hot-plug AG Drive, 3 DWPD,	400-AZOY	-	8	-
Power Cord - C13, 3M, 125V, 15A (North America, Guam, North Marianas, Philippines, Samoa, Vietnam)	450-AALV	-	2	-
Broadcom 5719 Quad Port 1GbE BASE-T Adapter, PCIe Low Profile	540-BBDF	-	1	-
Broadcom 57416 Dual Port 10GbE BASE-T Adapter, PCIe Full Height	540-BBUI	-	1	-
NVIDIA Ampere A2, PCIe, 60W, 16GB Passive, Single Wide, Full Height GPU	490-BHME	-	1	-

			Quantity	Subtotal
Dell HBA355e Adapter Low Profile/Full height,Customer install	\$359.87	1		\$359.87

Estimated delivery if purchased today:
Mar. 28, 2022
Contract # C000000181161
Customer Agreement # MNWNC-108 / SW1020D

Description	SKU	Unit Price	Quantity	Subtotal
Dell HBA355e Adapter Low Profile/Full Height, Customer install	405-AAZY	-	1	-

Subtotal:	\$18,303.43
Shipping:	\$0.00
Environmental Fee:	\$0.00
Estimated Tax:	\$0.00
Total:	\$18,303.43

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringsspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.



**We have prepared a quote for
you**

**Prepared for:
City of Chickasha**

August 22, 2022

**Ethan Elliott
eelliott@standleys.com
405-574-1189**



STANDLEY
SYSTEMS



Server Installation

Quote #005613 v1

Prepared For:

City of Chickasha

Cindy Rogers
117 N 4TH ST
CHICKASHA, OK 73018-2686

P: (405) 222-6013

E: cindy.rogers@chickasha.org

Prepared by:

Standley Systems

Ethan Elliott
528 West Iowa Street
Chickasha, OK 73018

P: 405-574-1189

E: eelliott@standleys.com

Delivery Date:

08.22.2022

Expires:

09.01.2022

Community Development Install

Description	Price	Qty	Ext. Price
Setup, Install & Configuration This price includes all labor, travel & licensing for the server environment for Community Development & ArcGIS. Please note that the licensing mentioned here is ONLY for the Windows Server configuration and does not include any licensing associated with ArcGIS or any licensing needed for ArcGIS to function.	\$3,594.02	1	\$3,594.02
Subtotal:			\$3,594.02



Quote Summary	Amount
Community Development Install	\$3,594.02
Total:	\$3,594.02

Taxes, shipping, handling and other fees may apply. This quote is valid for 30 days.

Acceptance	
Standley Systems	City of Chickasha
Ethan Elliott	Cindy Rogers
Signature / Name	Signature / Name Initials
08/22/2022	
Date	Date