

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, AUGUST 7, 2023, AT 6:30 PM.** Said meeting will be held in the Council Chambers, City Hall, 117 North 4th Street, Chickasha, Oklahoma.

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

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

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

Agenda items are attached.

I, Susan M. McDaniel, City Clerk, posted this Agenda on the official City of Chickasha bulletin board in the Municipal Building, 117 North 4th Street Chickasha, OK, 73018, which is accessible to the public twenty-four hours each day at 4:30 p.m. on Friday, August 4, 2023.



Susan M. McDaniel, CMC

Sworn to and subscribed before me on this 4th day of August 2023.

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

AUGUST 7, 2023

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. Officer Presentation by Chief Music
4. **Consent Docket:**
 - a. Acceptance of the Minutes of the July 17, 2023 regular meeting.
 - b. Acceptance of the Claims List.

- c. Acceptance of Resolution 2023-16R amending the FY 23-2 Budget.

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

6. Discussion and Consideration

- a. Discussion, consideration and possible action to replace broken equipment at the splash pad in Shannon Springs Park in the amount of \$5,218.00l
- b. Discussion, consideration and possible action to approve Ordinance No. 2023-25 amending CHAPTER 24, HEALTH AND PUBLIC WELFARE, ARTICLE III- PROHIBITING USE OF TOBACCO AND VAPOR PRODUCTS ON CITY-OWNED PROPERTY, PROVIDING FOR REGULATIONS RELATING TO SMOKING, TOBACCO AND VAPOR USE; PROVIDING DEFINITIONS; REQUIRING SIGNAGE; PROVIDING FOR PENALTIES AND ENFORCEMENT; PROVIDING FOR RENUMBERING; DECLARING INTERPRETATION AND FINDINGS.
- c. Discussion, consideration and possible action to approve the Emergency Clause of Ordinance No. 2023-25 amending CHAPTER 24, HEALTH AND PUBLIC WELFARE, ARTICLE III- PROHIBITING USE OF TOBACCO AND VAPOR PRODUCTS ON CITY-OWNED PROPERTY, PROVIDING FOR REGULATIONS RELATING TO SMOKING, TOBACCO AND VAPOR USE; PROVIDING DEFINITIONS; REQUIRING SIGNAGE; PROVIDING FOR PENALTIES AND ENFORCEMENT; PROVIDING FOR RENUMBERING; DECLARING INTERPRETATION AND FINDINGS.
- d. Discussion, consideration and possible action to waive the solicitor's permit for LAW Publications for the Police Department.
- e. Discussion, consideration and possible action to ratify the purchase of (5) five new Tasers in the amount from Axon Enterprise, Inc, a sole source provider.
- f. Discussion, consideration, and possible to approve the purchase of a new squad Ram 2500 not to exceed \$82,500.00 from Emergency Vehicle Sales and Service of Oklahoma. This purchase shall be reimbursed by the Grady County 522 EMS District.
- g. Discussion, consideration, and possible action to enter into an annual contract with PSTRAX for inventory control and apparatus maintenance software not to exceed \$5,175.00.
- h. Discussion, consideration and possible action to waive the competitive bid process and purchase 25 new AR-15 platform patrol rifles for the Police Department from Ares State Armory, a Sons of Liberty

distributor, for an amount not to exceed \$78,625.00.

- i. Discussion, consideration and possible action to authorize the purchase of 10 new Glock 47, 9mm MOS with Glock night sights, Part# PA475S700MOS on State Contract #SW0220 from Oklahoma Sporting Supplies, Inc. DBA H & H Shooting Sports for an amount not to exceed \$4,810.00..
- j. Discussion, consideration and possible action to adopt Resolution 2023-15R FY 23-24 Master Fee Schedule.
- k. Discussion, consideration and possible action to approve the quote from Standley's Systems for Scanning Services for the City of Chickasha and authorize the Mayor to execute the Agreement.
- l. Public Hearing - to discuss and consider the rezoning request for Brannan Bordwine located in *A Tract Of Land out of the E/2 W/2 NE/4 NW/4 Section 8, Township 6 North, Range 7 West of the I.M., Grady County, State of Oklahoma, described as follows: Beginning at the NW/Corner of said E/2 W/2 NE/4 NW/4 of section 8-6N-7W, I.M., Thence running East 150 Feet; Thence South 580.8 Feet; thence West 150 Feet; Thence North 580.8 Feet to the point of Beginning.*
- m. Discussion, consideration and possible action to approve Ordinance 2023-26 rezoning request for Brannan Bordwine located in *A Tract Of Land out of the E/2 W/2 NE/4 NW/4 Section 8, Township 6 North, Range 7 West of the I.M., Grady County, State of Oklahoma, described as follows: Beginning at the NW/Corner of said E/2 W/2 NE/4 NW/4 of section 8-6N-7W, I.M., Thence running East 150 Feet; Thence South 580.8 Feet; thence West 150 Feet; Thence North 580.8 Feet to the point of Beginning.*
- n. Discussion, consideration and possible action to approve an oil and gas lease with Petroven, Inc., (Principal of Heller Oil, Inc.) for 31 acres, more or less, in Section 22, Township 7 North, Range 7 West, Grady County, Oklahoma.
- o. Discussion, consideration and possible action to approve an oil and gas lease with Petroven, Inc., (Principal of Heller Oil, Inc.) for 0.480737 acres, more or less, in Section 34, Township 7 North, Range 7 West, Grady County, Oklahoma.
- p. Discussion, consideration and possible action to approve an oil and gas lease with Petroven, Inc., (Principal of Heller Oil, Inc.) for 4.9140467 acres, more or less, in Section 28, Township 7 North, Range 7 West, Grady County, Oklahoma.
- q. Discussion, consideration and possible action to approve an oil and gas lease with Petroven, Inc., (Principal of Heller Oil, Inc.) for 3.699146 acres, more or less, in Section 33, Township 7 North, Range 7 West, Grady County, Oklahoma.
- r. Discussion, consideration, and possible action to approve a request from

the Chickasha Chamber of Commerce to hold the Neewollah Festival on Saturday, October 28, 2023 from 4:00 p.m. to 8:00 p.m.

- s. Discussion, consideration, and possible action to accept Bid COC-2304 - Storm sewer and pavement repairs to the intersection of 14th and Missouri as complete and authorize final payment in the amount of \$288,522.58.
- t. Discussion, consideration, and possible action to approve the request from the Chickasha Chamber of Commerce to hold a "Walking Costume Parade" on Friday, October 13, 2023 from 7:30 p.m. to 8:30 p.m. from 6th Street to 1st Street on Chickasha Avenue.

7. Motion to Adjourn.



City of
CHICKASHA

Meeting Type: Council Agenda 8-7-2023

Meeting Date: 8/7/2023

Department: City Clerk

Agenda Item No. 3.a.

AGENDA ITEM: Officer Presentation by Chief Music

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: August 7, 2023	(From)		

V. ATTACHMENTS:



City of
CHICKASHA

Meeting Type: Council Agenda 8-7-2023

Meeting Date: 8/7/2023

Department: City Clerk

Agenda Item No. 4.a.

AGENDA ITEM: Acceptance of the Minutes of the July 17, 2023 regular meeting.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Accept the Minutes of the July 17, 2023 regular meeting.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Susan M. McDaniel, City Clerk	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: August 7, 2023	(From)		

V. ATTACHMENTS:

1. City 7-17-2023

July 17, 2023

The **REGULAR** meeting of the **CHICKASHA CITY COUNCIL** was held in the council chambers in city hall on the 17th day of July 2023 as specified by advance public notice with a properly prepared agenda stating the subject matter or matters to be discussed at said meeting. Mayor Mosley called the meeting to order at 6:30 p.m.

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

MAYOR AND COUNCIL

PRESENT: Chris Mosley, Mayor
Zachary Grayson, Vice-Mayor
Oscar Nelson
Kea Ginn
Georgianne Hebblethwaite
Rick Croslin
Brian Gerdes

ABSENT: R. P. Ashanti-Alexander
Kelly Boyd

STAFF

PRESENT: Keith Johnson, City Manager
Amanda Mullins, City Attorney
Susan McDaniel, City Clerk
G. G. Music, Police Chief
Tony Samaniego, Fire Chief
Spencer Winzenried, Parks & Rec Director
Robert Brooks, Staff Accountant
Rachel Bernish, Community Development Director
Lillie Huckaby, Library Director
Shae Mortimer, Marketing & Civic Engagement Manager

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

Council Member Nelson gave the invocation and Council Member Ginn lead the Pledge of Allegiance.

ITEM 2. **Citizen Comments:**

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

ITEM 3. **Council Communications.**

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

ITEM 4a. **Acceptance of the Minutes of the July 3, 2023, regular meeting.**

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

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

Roll call vote:

Ayes:" Ginn, Hebblethwaite, Grayson, Croslin, Gerdes, Nelson, and Mosley.

"Nays:" None

"Abstain:" None.

Motion carried. 7-0

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

No Action Taken.

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

ITEM6a. **Discussion, consideration, and possible action to approve change order 1 for COC-2304, Emergency Storm Sewer and Pavement Repairs at the intersection of 14th and Missouri and authorize the Mayor to execute the same.**

*Motion by Council Member Hebblethwaite and second by Council Member Grayson to approve Change Order 1 for COC-2304, Emergency Storm Sewer and Pavement Repairs at the intersection of 14th and Missouri and authorize the Mayor to execute the same.

Roll call vote:

"Ayes:" Hebblethwaite, Grayson, Croslin, Gerdes, Nelson, Ginn, and Mosley.

"Nays:" None.

"Abstain:" None.

Motion passed. 7-0

ITEM 6b. Discussion, consideration, and possible action to authorize the purchase of a Super Z FX 1000 mower for \$12,832.67 from state contract.

*Motion by Council Member Nelson and second by Council Member Ginn to authorize the purchase of a Super Z FX1000 mower for \$12,832.67 from State Contract.

Roll call vote:

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

ITEM 6c. Discussion, consideration, and possible action to approve the film permit for Dirt Road Films LLC from July 17, 2023 to August 4, 2023.

*Motion by Council Member Hebblethwaite and second by Council Member Grayson to approve the film permit for Dirt Road Films LLC from July 17, 2023, to August 4, 2023.

Roll call vote:

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

ITEM 6d. Discussion, consideration, and possible action to authorize the purchase of a John Deere TX Gator for \$8,693.16 from State Contract.

*Motion by Council Member Nelson and second by Council Member Hebblethwaite to authorize the purchase of a John Deere TX Gator for \$8,693.16 from State Contract.

Roll call vote:

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

City Council Meeting 7-17-2023
6:30 p.m.

ITEM 6e. Discussion, consideration, and possible action to renew the MOU between the Police Department and the Intervention & Crisis Advocacy Network (ICAN).

*Motion by Council Member Hebblethwaite and second by Council Member Grayson to renew the MOU between the Police Department and the Intervention & Crisis Advocacy Network (ICAN).

Roll call vote:

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

ITEM 6f. Discussion, consideration, and possible action to authorize the surplus of miscellaneous Police Department uniforms and duty gear and dispose of as deemed appropriate in accordance with City Codes.

*Motion by Council Member Gerdes and second by Council Member Hebblethwaite to authorize the surplus of miscellaneous Police Department uniforms and duty gear and dispose of as deemed appropriate in accordance with City Codes.

Roll call vote:

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

ITEM 6g. Public Hearing – to discuss and consider the request for a Use on Review Permit to allow an in home daycare to be located at 917 S. 13th Street for Applicant Kelsea Dobbins.

Hearing opened at 6:39 p.m.

Kelsea Dobbins asked if anyone had any questions for her.

Hearing closed at 6:40 p.m.

ITEM 6h. Discussion, consideration, and possible action to approve Ordinance 2023-24 – Use on Review to allow an In Home Day Care to be located at 917 S. 13th Street for applicant Kelsea Dobbins.

*Motion by Council Member Ginn and second by Council Member Grayson to approve Ordinance 2023-24 as presented.

Roll call vote:

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

ITEM 6i. Discussion, consideration, and possible action on a recommendation from the Chickasha Economic Development Council awarding a Central Business Grant funding to CCP, LLC in an amount not to exceed \$12,500.00 under terms and conditions adopted by the Economic Development Council.

*ITEM WAS PULLED FROM THE AGENDA.

ITEM 6j. Discussion, consideration, and possible action to approve a temporary street closure for a street festival sponsored by USAO to be held in the 200 block of Chickasha Ave. on August 31, 2023.

*Motion by Council Member Hebblethwaite and second by Council Member Ginn to approve a temporary street closure for a street festival sponsored by USAO to be held in the 200 block of Chickasha Ave. on August 31, 2023.

Roll call vote:

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

ITEM 6k. Discussion, consideration, and possible action to approve a request from USAO for a temporary street closing of 17th Street from Grand Avenue to Alabama Avenue on Friday, August 25, 2023, from 7:00 a.m. to 2:00 p.m. for USAO’s Annual Move-In Day Event.

*Motion by Council Member Gerdes and second by Council Member Grayson to approve a request from USAO for a temporary street closing of 17th Street from Grand Avenue to Alabama Avenue on Friday, August 25, 2023 from 7:00 a.m. to 2:00 p.m.

City Council Meeting 7-17-2023

6:30 p.m.

Roll call vote:

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

“Nays:” None.

“Abstain:” None.

Motion passed. 7-0

Meeting was recessed to enter into CMA and CMAA Meetings at 6:43 p.m.

Meeting was reconvened into regular session at 6:50 p.m.

Roll Call:

Nelson -	Present
Ginn -	Present
Hebblethwaite -	Present
Grayson -	Present
Croslin -	Present
Gerdes -	Present
Mosley -	Present

EXECUTIVE SESSION:

ITEM 7a. Discussion, consideration and possible action to enter into executive session to discuss the purchase or appraisal of real property under the provisions of 25 O.S. Section 307B(3).

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

Roll call vote:

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

“Nays:” None.

“Abstain:” None.

Motion passed. 7-0

Entered into Executive Session at 6:51 p.m.

Reconvened open session at 7:23 p.m.

ITEM 7b. Consideration to reconvene open session and take potential action on any item discussed in the Execution Session.

*Motion by Council Member Nelson and second by Council Member Hebblethwaite to reconvene open session.

City Council Meeting 7-17-2023

6:30 p.m.

Roll call vote:

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

“Nays:” None.

“Abstain:” None.

Motion passed. 7-0

*NO ACTION TAKEN.

ITEM 8. Adjournment:

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

Meeting adjourned.

TIME: 7:23 P.M.

Chris Mosley, Mayor

ATTEST:

Susan M. McDaniel, CMC - City Clerk

Approved this 7th day of August 2023.



City of
CHICKASHA

Meeting Type: Council Agenda 8-7-2023

Meeting Date: 8/7/2023

Department: Finance

Agenda Item No. 4.b.

AGENDA ITEM: Acceptance of the Claims List.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Accept of the Claims List.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Elaine Jensen, Finance Director	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: August 7, 2023	(From)		

V. ATTACHMENTS:

1. Council Report 8072023_Redacted
2. Payroll Claims

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	GENERAL FUND	COLONIAL LIFE & ACCIDENT INSURANCE COM	COLONIAL LIFE & ACCIDENT I	207.42
		METLIFE	METLIFE	135.79
		WASHINGTON NATIONAL INS. CO	WASHINGTON NATIONAL INS. C	102.70
		BLUE CROSS BLUE SHIELD OF OKLAHOMA 202	BLUE CROSS BLUE SHIELD OF	1,151.25
		DEARBORN NATIONAL	DEARBORN NATIONAL	334.44
		OPTIONS COUNSELING SERVICE, INC.	OPTIONS COUNSELING SERVICE	9.00
			TOTAL:	1,940.60
ADMINISTRATION	GENERAL FUND	BANK OF AMERICA	JUNE 2023 P-CARD	419.07
			JUNE 2023 P-CARD	50.00-
			JUNE 2023 P-CARD	120.00
		EXPRESS STAR	PUBLISH LEG PUB-COC-2305	42.58
			PUB NOTICE-EOY 22/23	40.49
		BLUE CROSS BLUE SHIELD OF OKLAHOMA 202	DENTAL EMP/SPOOUSE	39.92
			DENTAL EMP/SPOOUSE	39.92
			MED \$1,000 DED EMP/SPOUSE	848.32
			MED \$1,000 DED EMP/SPOUSE	848.32
		OKLAHOMA MUNICIPAL RETIRE	OMRF3	446.15
			OMRF	217.07
			OMRF	255.65
		TRANSFER ACCOUNT	FICA	558.52
			MEDICARE	130.62
		OPTIONS COUNSELING SERVICE, INC.	EMPLOYEE ASSISTANCE PROGRA	3.00
			EMPLOYEE ASSISTANCE PROGRA	3.00
			TOTAL:	3,962.63
FIRE ADMINISTRATION	GENERAL FUND	BANK OF AMERICA	JUNE 2023 P-CARD	36.96
			JUNE 2023 P-CARD	3.00
		MISC ONE-TIME V BRENT STEELMAN	B STEELMAN	104.00
			J JOHNSON	470.00
		BLUE CROSS BLUE SHIELD OF OKLAHOMA 202	DENTAL EMP ONLY	13.31
			DENTAL EMP ONLY	13.31
			DENTAL EMP/FAMILY	76.66
			DENTAL EMP/FAMILY	76.66
			MED \$1,000 DED EMP ONLY	175.13
			MED \$1,000 DED EMP ONLY	175.13
			MED \$1,000 DED EMP/FAM	1,166.72
			MED \$1,000 DED EMP/FAM	1,166.72
		OKLAHOMA FIREFIGHTERS	FIRE PENSION	1,004.70
			OMRF	81.53
		OKLAHOMA MUNICIPAL RETIRE	OMRF	81.56
			MISC UTILITIES SEE DETAIL S	420.09
		TRANSFER ACCOUNT	FICA	66.30
			MEDICARE	112.24
		OPTIONS COUNSELING SERVICE, INC.	EMPLOYEE ASSISTANCE PROGRA	4.50
			EMPLOYEE ASSISTANCE PROGRA	4.50
		IAFF LOCAL 2041 (HEALTH INS)	FIRE EE/SPOUSE DENTAL	92.80
			FIRE EE/SPOUSE DENTAL	69.60
			FIRE GROUP LIFE	19.62
			FIRE GROUP LIFE	19.62
			FIR/EESP VISION	48.00
			FIR/EESP VISION	36.00
			TOTAL:	5,538.66
POLICE ADMINISTRATION	GENERAL FUND	BANK OF AMERICA	JUNE 2023 P-CARD	85.72-
			JUNE 2023 P-CARD	50.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			JUNE 2023 P-CARD	300.00
			JUNE 2023 P-CARD	1,590.00
		GRADY COUNTY LAW ENFORCEMENT CENTER	MONTHLY BILL	335.00
		BLUE CROSS BLUE SHIELD OF OKLAHOMA 202	DENTAL EMP ONLY	26.62
			DENTAL EMP ONLY	26.62
			DENTAL EMP/SPOUSE	19.96
			DENTAL EMP/SPOUSE	19.96
			MED \$1,000 DED EMP ONLY	361.21
			MED \$1,000 DED EMP ONLY	361.21
			MED #2,500 DED EMP/SPOUSE	373.60
			MED #2,500 DED EMP/SPOUSE	373.60
		CKENERGY ELECTRIC COOPERATIV	MISC ACCTS JULY 06/04-07/0	71.70
		CITY OF CHICKASHA-(ACH) OKLAHOMA POLIC	POLICE PENSION	507.94
		OKLAHOMA MUNICIPAL RETIRE	OMRF	194.76
			OMRF	209.10
		TRANSFER ACCOUNT	FICA	410.76
			MEDICARE	96.06
		UNIFIRST HOLDINGS, L.P.	MISC ACCTS - SEE DETAIL SH	14.96
		BOARD OF TESTS	INTOXILYZER CLASS	62.00
			INTOXILYZER CLASS	62.00
		OPTIONS COUNSELING SERVICE, INC.	EMPLOYEE ASSISTANCE PROGRA	4.50
			EMPLOYEE ASSISTANCE PROGRA	4.50
			TOTAL:	5,390.34
CEMETERY SERVICES	GENERAL FUND	BANK OF AMERICA	JUNE 2023 P-CARD	148.79
		EXPRESS SERVICES INC	CROWNOVER, JASON	769.86
			DOCKERY, ANDREW	838.22
			HENSON, RONNIE	399.40
			ONCO, PAU-TALI	770.26
			PENA, ANTHONY	304.59
			NITON, EDDIE	622.35
			DOCKERY, ANDREW	897.20
			HENSON, RONNIE	803.19
			NIXON, EDDIE	817.86
			ONCO PAU-TALI	849.30
			PENA, ANTHONY	724.55
			TAYLOR, CRAIG	801.09
			DOCKERY, ANDREW	820.86
			HENSON, RONNIE	653.69
			JACKSON, TRAVIS	494.01
			NIXON, EDDIE	635.13
			ONCO, PAU-TALI	820.86
			PENA, ANTHONY	846.60
			PIPPINS, WILLIE	858.88
			TAYLOR CRAIG	785.03
		EDWARDS ENTERPRISES RENTAL	CEMETARY BATHROOM	125.00
		BLUE CROSS BLUE SHIELD OF OKLAHOMA 202	DENTAL EMP ONLY	13.31
			DENTAL EMP ONLY	13.31
			MED \$1,000 DED EMP ONLY	175.13
			MED \$1,000 DED EMP ONLY	175.13
		OKLAHOMA MUNICIPAL RETIRE	OMRF	132.67
			OMRF	146.89
		OKLAHOMA ELECTRIC COOP	CEMETARY AND WATERWELL 6/7	53.55
		SMALL ENGINE SERVICE	(3) WEED EATERS	1,269.00
		TRANSFER ACCOUNT	FICA	121.71
			MEDICARE	28.46

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		OPTIONS COUNSELING SERVICE, INC.	EMPLOYEE ASSISTANCE PROGRA	1.50
			EMPLOYEE ASSISTANCE PROGRA	<u>1.50</u>
			TOTAL:	16,918.88
HUMAN RESOURCES	GENERAL FUND	BANK OF AMERICA	JUNE 2023 P-CARD	259.88
		BLUE CROSS BLUE SHIELD OF OKLAHOMA 202	DENTAL EMP ONLY	13.31
			DENTAL EMP ONLY	13.31
			MED \$1,000 DED EMP ONLY	175.13
			MED \$1,000 DED EMP ONLY	175.13
		OKLAHOMA MUNICIPAL RETIRE	OMRF	145.56
			OMRF	175.44
		TRANSFER ACCOUNT	FICA	161.99
			MEDICARE	37.89
		OPTIONS COUNSELING SERVICE, INC.	EMPLOYEE ASSISTANCE PROGRA	1.50
			EMPLOYEE ASSISTANCE PROGRA	<u>1.50</u>
			TOTAL:	1,160.64
LIBRARY	GENERAL FUND	BANK OF AMERICA	JUNE 2023 P-CARD	279.73
			JUNE 2023 P-CARD	58.99
			JUNE 2023 P-CARD	383.14
			JUNE 2023 P-CARD	210.00
			JUNE 2023 P-CARD	94.00
			JUNE 2023 P-CARD	507.48
			JUNE 2023 P-CARD	5,626.29
			JUNE 2023 P-CARD	238.00
		STANDLEY SYSTEMS	ID:61568 LIBRARY SERVICE	13.95
		BLUE CROSS BLUE SHIELD OF OKLAHOMA 202	DENTAL EMP ONLY	93.17
			DENTAL EMP ONLY	93.17
			MED \$1,000 DED EMP ONLY	700.52
			MED \$1,000 DED EMP ONLY	700.52
			MED \$2,500 DED EMP ONLY	462.78
			MED \$2,500 DED EMP ONLY	462.78
		OKLAHOMA MUNICIPAL RETIRE	OMRF	679.06
			OMRF	717.74
		SUMMIT UTILITIES	MISC UTILITIES SEE DETAIL S	219.78
		TRANSFER ACCOUNT	FICA	613.32
			MEDICARE	143.44
		OPTIONS COUNSELING SERVICE, INC.	EMPLOYEE ASSISTANCE PROGRA	10.50
			EMPLOYEE ASSISTANCE PROGRA	10.50
		DAVIDSONS PLUMBING	FIXED MEN'S TOILET	147.88
		CRANTON, BETH	MILEAGE REIMBURSEMENT	<u>18.80</u>
			TOTAL:	12,485.54
STREET & STORM DRAINAG	GENERAL FUND	HERC RENTALS	rIDE ON ROLLER	768.00
		BANK OF AMERICA	JUNE 2023 P-CARD	1,087.20
			JUNE 2023 P-CARD	92.50
			JUNE 2023 P-CARD	161.10
			JUNE 2023 P-CARD	380.54
			JUNE 2023 P-CARD	226.66
			JUNE 2023 P-CARD	1,376.27
		TAYLOR AND SON PIPE & STE	1 7/8" ROUND TUBING	136.32
		MARSHALL AUTO PARTS		49.99
				188.85
				138.85
				12.09
				40.69

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
				167.66
		PUBLIC SERVICE COMPANY OF OKLAHOMA	MISC ELECTRIC SEE WORKSHEE	17.17
		BLUE CROSS BLUE SHIELD OF OKLAHOMA 202	DENTAL EMP ONLY	66.55
			DENTAL EMP ONLY	66.55
			DENTAL EMP/FAMILY	38.33
			DENTAL EMP/FAMILY	38.33
			DENTAL EMP/SPOUSE	19.96
			DENTAL EMP/SPOUSE	19.96
			MED \$1,000 DED EMP ONLY	361.21
			MED \$1,000 DED EMP ONLY	361.21
			MED \$1,000 DED EMP/SPOUSE	910.17
			MED \$1,000 DED EMP/SPOUSE	910.17
			MED \$2,500 DED EMP ONLY	308.52
			MED \$2,500 DED EMP ONLY	308.52
		ONIN HOLDINGS INC	HARRIS, JUSTICE	647.22
			HORN, KENNETH	838.53
			LUCE, MARK	848.19
			WILSON, DEREK	852.29
			ACA FEE	47.79
		OKLAHOMA MUNICIPAL RETIRE	OMRF	800.62
			OMRF	820.58
		T & G CONSTRUCTION INC	COLD LAY	2,302.76
			COLD LAY	927.36
		C L BOYD	REPAIR BACKHOE	1,736.00
		O'REILLY AUTO PARTS		168.76
				27.99
				23.16
				128.69
				90.66
		TRANSFER ACCOUNT	FICA	686.47
			MEDICARE	160.55
		UNIFIRST HOLDINGS, L.P.	MISC ACCTS - SEE DETAIL SH	312.00
		OPTIONS COUNSELING SERVICE, INC.	EMPLOYEE ASSISTANCE PROGRA	12.00
			EMPLOYEE ASSISTANCE PROGRA	12.00
		DOLESE BROS CO	CONCRETE SAND ROCK	232.70
			1 1/2" CRUSHER RUN	1,280.00
			1 1/2" CRSHER RUN	640.00
		BARRINGTON ELECTRIC	REMOVED OLD J-BOX	288.00
			MATERIALS	211.00
			DISCONNED LIGHT POST	104.00
			5TH & KANSAS LABOR I	247.50
			LIBERTY DRUGS LABOR	247.50
			MATERIALS	350.00
			EQUIPMENT CHARGE	150.00
			TOTAL:	23,447.69
FLEET MAINTENANCE	GENERAL FUND	BANK OF AMERICA	JUNE 2023 P-CARD	125.00
			JUNE 2023 P-CARD	56.19
			JUNE 2023 P-CARD	26.85
		BARRINGTON ELECTRIC	REPLACED LIGHT FIXTU	330.00
			MATERIALS	921.00
			EQUIPMENT CHARGE	150.00
			TOTAL:	1,609.04
ACCOUNTING SERVICES	GENERAL FUND	BANK OF AMERICA	JUNE 2023 P-CARD	1,324.13
		STANDLEY SYSTEMS	ID:61447 FINANCE OFFICE	46.04

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		BLUE CROSS BLUE SHIELD OF OKLAHOMA 202	DENTAL EMP ONLY	39.93
			DENTAL EMP ONLY	39.93
			MED \$1,000 DED EMP ONLY	525.39
			MED \$1,000 DED EMP ONLY	525.39
		LAWLER, BONNIE	MILEAGE REIMBURSEMENT	11.86
		OKLAHOMA MUNICIPAL RETIRE	OMRF	592.88
			OMRF	682.28
		TRANSFER ACCOUNT	FICA	592.36
			MEDICARE	138.53
		CRAWFORD AND ASSOCIATES PC	PROF SERV THRU 6/30/23	10,173.75
			PROF SERV THRU JULY 15, 2	1,120.00
		OPTIONS COUNSELING SERVICE, INC.	EMPLOYEE ASSISTANCE PROGRA	6.00
			EMPLOYEE ASSISTANCE PROGRA	6.00
			TOTAL:	15,824.47
COMM DEVEL/PLANNING SE GENERAL FUND		BANK OF AMERICA	JUNE 2023 P-CARD	9.99
		BLUE CROSS BLUE SHIELD OF OKLAHOMA 202	DENTAL EMP/CHILD	24.92
			DENTAL EMP/CHILD	24.92
			DENTAL EMP ONLY	13.31
			DENTAL EMP ONLY	13.31
			MED \$1,000 DED EMP ONLY	175.13
			MED \$1,000 DED EMP ONLY	175.13
		OKLAHOMA MUNICIPAL RETIRE	OMRF	363.36
			OMRF	395.81
		TRANSFER ACCOUNT	FICA	351.99
			MEDICARE	82.32
		OPTIONS COUNSELING SERVICE, INC.	EMPLOYEE ASSISTANCE PROGRA	3.00
			EMPLOYEE ASSISTANCE PROGRA	3.00
			TOTAL:	1,636.19
GENERAL GOVERNMENT	GENERAL FUND	BANK OF AMERICA	JUNE 2023 P-CARD	245.66
		OK MUNICIPAL MANAGEMENT SERVICES	OMMS MEMBERSHIP 23/24	4,000.00
		QUADIENT LEASING USA, INC	POSTAGE FUNDING ON 06/22/2	651.93
		OKLAHOMA MUNICIPAL LEAGUE	MAYOR'S COUNCIL MEMBERSHI	300.00
		MARGARET MCMORROW-LOVE	LEGAL FEES-JUNE 2023	1,320.00
			TOTAL:	6,517.59
BUILDING SERVICES	GENERAL FUND	BANK OF AMERICA	JUNE 2023 P-CARD	0.99
			JUNE 2023 P-CARD	48.56
			JUNE 2023 P-CARD	40.68
		BLUE CROSS BLUE SHIELD OF OKLAHOMA 202	DENTAL EMP/CHILD	24.92
			DENTAL EMP/CHILD	24.92
			DENTAL EMP/FAMILY	38.33
			DENTAL EMP/FAMILY	38.33
			MED \$1,000 DED EMP/CHILD	633.96
			MED \$1,000 DED EMP/CHILD	633.96
		OKLAHOMA MUNICIPAL RETIRE	OMRF	361.13
			OMRF	391.09
		TRANSFER ACCOUNT	FICA	322.92
			MEDICARE	75.52
		OPTIONS COUNSELING SERVICE, INC.	EMPLOYEE ASSISTANCE PROGRA	3.00
			EMPLOYEE ASSISTANCE PROGRA	3.00
		OKLAHOMA UNIFORM BUILDING CODE COMMISS	STATE PERMIT FEES 06/23	224.00
			TOTAL:	2,865.31
FIRE OPERATIONS	GENERAL FUND	BANK OF AMERICA	JUNE 2023 P-CARD	637.61

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			JUNE 2023 P-CARD	57.62
			JUNE 2023 P-CARD	2,843.64
			JUNE 2023 P-CARD	492.00
		OKLAHOMA FIREFIGHTERS	FIRE PENSION	9,673.26
		TRANSFER ACCOUNT	PEHP 0045685001	500.00
			MEDICARE	951.26
		OPTIONS COUNSELING SERVICE, INC.	EMPLOYEE ASSISTANCE PROGRA	27.00
			EMPLOYEE ASSISTANCE PROGRA	27.00
		IAFF LOCAL 2041 (HEALTH INS)	FIR/EECH OPTION A	1,444.80
			FIR/EECH OPTION A	1,926.40
			FIRE EE/CHILD(REN) DENTAL	62.40
			FIRE EE/CHILD(REN) DENTAL	83.20
			FIRE EE DENTAL	48.00
			FIRE EE DENTAL	48.00
			FIRE FAMILY DENTAL	265.60
			FIRE FAMILY DENTAL	265.60
			FIR/EE OPTION A	278.00
			FIR/EE OPTION A	278.00
			FIR/EE OPTION B	256.00
			FIR/EE OPTION B	256.00
			FIR/FAM OPTION A	7,332.00
			FIR/FAM OPTION A	7,332.00
			FIR/EESP OPTION A	1,621.20
			FIR/EESP OPTION A	1,080.80
			FIR/EE/CH VISION	22.40
			FIR/EE/CH VISION	33.60
			FIR/EE VISION	14.40
			FIR/EE VISION	14.40
			FIR/FAM VISION	158.40
			FIR/FAM VISION	158.40
			TOTAL:	38,188.99
PATROL SERVICES	GENERAL FUND	AT&T	ACCT:8310005595385 JUL10-A	631.96
		BANK OF AMERICA	JUNE 2023 P-CARD	2,261.49
			JUNE 2023 P-CARD	930.00
			JUNE 2023 P-CARD	143.23
			JUNE 2023 P-CARD	708.68
			JUNE 2023 P-CARD	1,836.08
			JUNE 2023 P-CARD	9.24
			JUNE 2023 P-CARD	362.90
		VERIZON WIRELESS	ACCT:942070090 JUN13-JUL12	1,663.88
		BLUE CROSS BLUE SHIELD OF OKLAHOMA 202	DENTAL EMP/CHILD	87.67
			DENTAL EMP/CHILD	74.76
			DENTAL EMP ONLY	26.62
			DENTAL EMP ONLY	26.62
			DENTAL EMP/FAMILY	249.24
			DENTAL EMP/FAMILY	229.98
			DENTAL EMP/SPOUSE	19.96
			DENTAL EMP/SPOUSE	19.96
			MED \$1,000 DED EMP/CHILD	1,115.17
			MED \$1,000 DED EMP/CHILD	950.94
			MED \$1,000 DED EMP ONLY	175.13
			MED \$1,000 DED EMP ONLY	175.13
			MED \$1,000 DED EMP/FAM	2,626.64
			MED \$1,000 DED EMP/FAM	2,333.44
			MED \$1,000 DED EMP/SPOUSE	424.16

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			MED \$1,000 DED EMP/SPOUSE	424.16
			MED \$2,500 DED EMP/CHILD	279.20
			MED \$2,500 DED EMP/CHILD	279.20
			MED \$2,500 DED EMP ONLY	154.26
			MED \$2,500 DED EMP ONLY	154.26
			MED \$2,500 DED EMP/FAMILY	513.83
			MED \$2,500 DED EMP/FAMILY	513.83
		THE COMPLIANCE RESOURCE GROUP, INC	PENSION PHYSICAL	1,175.00
		CITY OF CHICKASHA-(ACH) OKLAHOMA POLIC	POLICE PENSION	3,165.16
			POLICE PENSION	3,941.42
		TRANSFER ACCOUNT	FICA	1,976.49
			FICA	2,264.06
			MEDICARE	462.24
			MEDICARE	529.50
		OPTIONS COUNSELING SERVICE, INC.	EMPLOYEE ASSISTANCE PROGRA	19.53
			EMPLOYEE ASSISTANCE PROGRA	<u>19.50</u>
			TOTAL:	32,954.52
INVESTIGATIONS	GENERAL FUND	BANK OF AMERICA	JUNE 2023 P-CARD	23.74
		BLUE CROSS BLUE SHIELD OF OKLAHOMA 202	DENTAL EMP/CHILD	36.93
			DENTAL EMP/CHILD	49.84
			DENTAL EMP/FAMILY	19.07
			DENTAL EMP/FAMILY	38.33
			MED \$1,000 DED EMP/CHILD	152.75
			MED \$1,000 DED EMP/CHILD	316.98
			MED \$1,000 DED EMP ONLY	186.08
			MED \$1,000 DED EMP ONLY	186.08
			MED \$1,000 DED EMP/FAM	290.16
			MED \$1,000 DED EMP/FAM	583.36
		CITY OF CHICKASHA-(ACH) OKLAHOMA POLIC	POLICE PENSION	902.06
			POLICE PENSION	1,137.91
		TRANSFER ACCOUNT	FICA	494.69
			FICA	585.04
			MEDICARE	115.70
			MEDICARE	136.82
		OPTIONS COUNSELING SERVICE, INC.	EMPLOYEE ASSISTANCE PROGRA	2.97
			EMPLOYEE ASSISTANCE PROGRA	<u>4.50</u>
			TOTAL:	5,263.01
ANIMAL CONTROL	GENERAL FUND	BANK OF AMERICA	JUNE 2023 P-CARD	28.80
			JUNE 2023 P-CARD	1,208.95
		PUBLIC SERVICE COMPANY OF OKLAHOMA	MISC ELECTRIC SEE WORKSHEE	717.98
		BLUE CROSS BLUE SHIELD OF OKLAHOMA 202	DENTAL EMP ONLY	13.31
			DENTAL EMP ONLY	13.31
			MED \$1,000 DED EMP ONLY	175.13
			MED \$1,000 DED EMP ONLY	175.13
			MED \$2,500 DED EMP ONLY	154.26
			MED \$2,500 DED EMP ONLY	154.26
		OKLAHOMA MUNICIPAL RETIRE	OMRF	260.26
			OMRF	283.44
		SUMMIT UTILITIES	MISC UTILITIES SEE DETAIL S	149.19
		TRANSFER ACCOUNT	FICA	288.93
			MEDICARE	67.57
		OPTIONS COUNSELING SERVICE, INC.	EMPLOYEE ASSISTANCE PROGRA	4.50
			EMPLOYEE ASSISTANCE PROGRA	<u>4.50</u>
			TOTAL:	3,699.52

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT	
MUNICIPAL COURT	GENERAL FUND	BANK OF AMERICA	JUNE 2023 P-CARD	294.00	
			DENTAL EMP/SPOOUSE	19.96	
		BLUE CROSS BLUE SHIELD OF OKLAHOMA 202	DENTAL EMP/SPOOUSE	19.96	
			MED \$1,000 DED EMP/SPOUSE	424.16	
			MED \$1,000 DED EMP/SPOUSE	424.16	
			OKLAHOMA MUNICIPAL RETIRE	OMRF	121.46
			OMRF	134.46	
		TRANSFER ACCOUNT	FICA	108.43	
			MEDICARE	25.36	
		OPTIONS COUNSELING SERVICE, INC.	EMPLOYEE ASSISTANCE PROGRA	1.50	
			EMPLOYEE ASSISTANCE PROGRA	1.50	
			TOTAL:	1,574.95	
		DISPATCH SERVICES	GENERAL FUND	BLUE CROSS BLUE SHIELD OF OKLAHOMA 202	DENTAL EMP/CHILD
DENTAL EMP/CHILD	24.92				
DENTAL EMP ONLY	39.93				
DENTAL EMP ONLY	39.93				
DENTAL EMP/FAMILY	38.33				
DENTAL EMP/FAMILY	38.33				
DENTAL EMP/SPOOUSE	19.96				
DENTAL EMP/SPOOUSE	19.96				
MED \$1,000 DED EMP/CHILD	316.98				
MED \$1,000 DED EMP/CHILD	316.98				
MED \$1,000 DED EMP ONLY	350.26				
MED \$1,000 DED EMP ONLY	350.26				
MED \$1,000 DED EMP/FAM	613.86				
MED \$1,000 DED EMP/FAM	613.86				
MED \$2,500 DED EMP ONLY	154.26				
MED \$2,500 DED EMP ONLY	154.26				
OKLAHOMA MUNICIPAL RETIRE	OMRF			858.32	
	OMRF			777.29	
TRANSFER ACCOUNT	FICA			662.79	
	MEDICARE			155.00	
OPTIONS COUNSELING SERVICE, INC.	EMPLOYEE ASSISTANCE PROGRA			10.50	
	EMPLOYEE ASSISTANCE PROGRA			9.00	
	TOTAL:			5,589.90	
CODE COMPLIANCE	GENERAL FUND	BANK OF AMERICA	JUNE 2023 P-CARD	532.07	
			DENTAL EMP/CHILD	24.92	
		BLUE CROSS BLUE SHIELD OF OKLAHOMA 202	DENTAL EMP/CHILD	24.92	
			MED \$2,500 DED EMP/CHILD	279.20	
			MED \$2,500 DED EMP/CHILD	279.20	
			RUFNEX INDUSTRIAL, LLC	ABATEMENT 404 WALNUT	2,100.00
			OKLAHOMA MUNICIPAL RETIRE	OMRF	129.11
			OMRF	128.34	
		TRANSFER ACCOUNT	FICA	106.02	
			MEDICARE	24.79	
		OPTIONS COUNSELING SERVICE, INC.	EMPLOYEE ASSISTANCE PROGRA	1.50	
			EMPLOYEE ASSISTANCE PROGRA	1.50	
		WASTE CONNECTIONS OF CHICKASHA	ABATEMENT FEES	378.31	
			ABATEMENT FEES	485.00	
		TOTAL:	4,494.88		
PARK MAINTENANCE	GENERAL FUND	SUNBELT POOLS	CALCIUM HYPOCHLORITE	4,416.12	
		BANK OF AMERICA	JUNE 2023 P-CARD	1,255.84	
			JUNE 2023 P-CARD	64.99	

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			JUNE 2023 P-CARD	147.27
			JUNE 2023 P-CARD	982.06
			JUNE 2023 P-CARD	2,172.20
			JUNE 2023 P-CARD	265.59
			JUNE 2023 P-CARD	404.50
			JUNE 2023 P-CARD	106.30
			JUNE 2023 P-CARD	80.78
		EXPRESS SERVICES INC	7/11/23	1,905.24
			7/19/23	2,269.34
			7/25/23	4,189.56
		PUBLIC SERVICE COMPANY OF OKLAHOMA	MISC ELECTRIC SEE WORKSHEE	231.30
		BLUE CROSS BLUE SHIELD OF OKLAHOMA 202	DENTAL EMP/CHILD	24.92
			DENTAL EMP/CHILD	24.92
			DENTAL EMP ONLY	53.24
			DENTAL EMP ONLY	53.24
			DENTAL EMP/FAMILY	38.33
			DENTAL EMP/FAMILY	38.33
			MED \$1,000 DED EMP/CHILD	316.98
			MED \$1,000 DED EMP/CHILD	316.98
			MED \$1,000 DED EMP/FAM	609.87
			MED \$1,000 DED EMP/FAM	609.87
			MED \$2,500 DED EMP ONLY	308.52
			MED \$2,500 DED EMP ONLY	308.52
		ONIN HOLDINGS INC	7/21/23	2,941.48
		WINZENRIED, SPENCER		364.84
		OKLAHOMA MUNICIPAL RETIRE	OMRF	758.19
			OMRF	782.89
		SUMMIT UTILITIES	MISC UTILITIES SEE DETAIL S	204.80
		P & K EQUIPMENT	4935522	1,797.79
		TRANSFER ACCOUNT	FICA	651.75
			MEDICARE	152.43
		ALERT 360	ACCT:008174039 AUGUST23 SE	49.21
		UNIFIRST HOLDINGS, L.P.	MISC ACCTS - SEE DETAIL SH	95.26
		OPTIONS COUNSELING SERVICE, INC.	EMPLOYEE ASSISTANCE PROGRA	7.50
			EMPLOYEE ASSISTANCE PROGRA	7.50
		BARRINGTON ELECTRIC	FLOAT ADDED IN POOL	662.00
		SHADY NOOK AUTO PARTS	TRUCK PARTS	300.00
			TOTAL:	29,970.45
SPORTS COMPLEX	GENERAL FUND	VAN DYCK MECHANICAL	HVAC DIAGNOSTIC	139.00
			HVAC REPAIR	521.33
		BANK OF AMERICA	JUNE 2023 P-CARD	104.00
			JUNE 2023 P-CARD	1,102.49
			JUNE 2023 P-CARD	234.36
			JUNE 2023 P-CARD	7.22
			JUNE 2023 P-CARD	275.27
			JUNE 2023 P-CARD	781.71
		STANDLEY SYSTEMS	FIREWALL SPORTS COMPLEX	2,361.00
		EXPRESS SERVICES INC	6/21/23	2,773.50
			7/11/23	1,500.91
			7/19/23	3,388.07
			7/25/23	3,515.76
		BLUE CROSS BLUE SHIELD OF OKLAHOMA 202	DENTAL EMP ONLY	13.31
			DENTAL EMP ONLY	13.31
			MED \$1,000 DED EMP ONLY	350.26
			MED \$1,000 DED EMP ONLY	350.26

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		OKLAHOMA MUNICIPAL RETIRE	OMRF	236.88
			OMRF	211.41
		TRANSFER ACCOUNT	FICA	177.96
			MEDICARE	41.62
		OPTIONS COUNSELING SERVICE, INC.	EMPLOYEE ASSISTANCE PROGRA	3.00
			EMPLOYEE ASSISTANCE PROGRA	3.00
			TOTAL:	18,105.63
SHANNON SPRINGS (FOL)	GENERAL FUND	BANK OF AMERICA	JUNE 2023 P-CARD	102.75
			TOTAL:	102.75
GRANT(S)	GENERAL FUND	METRO EMERGENCY UPFITTERS	INSTALL	235.00
			TOTAL:	235.00
EMERGENCY MEDICAL SERV	EMERGENCY MED SERV	BANK OF AMERICA	JUNE 2023 P-CARD	2,331.32
			JUNE 2023 P-CARD	824.42
		QUICK MED HOLDINGS LLC	JUNE 2023	7,069.87
		EMERGENCY VEHICLE SALES & SERVICE OF O	DODGE 5500 4X4	270,760.00
		OKLAHOMA FIREFIGHTERS	FIRE PENSION	9,294.24
		TRANSFER ACCOUNT	MEDICARE	925.73
		BATES TRUCK REPAIR	R2	1,135.91
		OPTIONS COUNSELING SERVICE, INC.	EMPLOYEE ASSISTANCE PROGRA	33.00
			EMPLOYEE ASSISTANCE PROGRA	31.50
		IAFF LOCAL 2041 (HEALTH INS)	FIR/EECH OPTION A	1,444.80
			FIR/EECH OPTION A	1,444.80
			FIRE EE/CHILD(REN) DENTAL	62.40
			FIRE EE/CHILD(REN) DENTAL	62.40
			FIRE EE DENTAL	128.00
			FIRE EE DENTAL	128.00
			FIRE FAMILY DENTAL	99.60
			FIRE FAMILY DENTAL	66.40
			FIRE EE/SPOUSE DENTAL	139.20
			FIRE EE/SPOUSE DENTAL	139.20
			FIR/EE OPTION A	1,946.00
			FIR/EE OPTION A	1,946.00
			FIR/FAM OPTION A	2,932.80
			FIR/FAM OPTION A	2,199.60
			FIRE GROUP LIFE	21.80
			FIRE GROUP LIFE	20.71
			FIRE/EE OPTION D	206.40
			FIRE/EE OPTION D	206.40
			FIR/EESP OPTION A	2,702.00
			FIR/EESP OPTION A	2,702.00
			FIR/EE/CH VISION	44.80
			FIR/EE/CH VISION	44.80
			FIR/EE VISION	57.60
			FIR/EE VISION	50.40
			FIR/FAM VISION	17.60
			FIR/FAM VISION	17.60
			FIR/EESP VISION	72.00
			FIR/EESP VISION	72.00
			TOTAL:	311,381.30
CHICKASHA INDUSTRIAL A	CHICKASHA INDUST A	OKLAHOMA HIGH SCHOOL RODEO ASSOCIATION	TOURISM GRANT 10F4 DISBUR	5,000.00
			TOURISM GRANT 3RD DISBURS	5,000.00
			TOURISM GRANT 2 OF 4 DISB	5,000.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		BANK OF AMERICA	JUNE 2023 P-CARD	54.99
			JUNE 2023 P-CARD	1,609.13
		PUBLIC SERVICE COMPANY OF OKLAHOMA	MISC ELECTRIC SEE WORKSHEE	63.06
		BLUE CROSS BLUE SHIELD OF OKLAHOMA 202	DENTAL EMP ONLY	13.31
			DENTAL EMP ONLY	13.31
			MED \$1,000 DED EMP ONLY	175.13
			MED \$1,000 DED EMP ONLY	175.13
		OKLAHOMA MUNICIPAL RETIRE	OMRF	183.61
			OMRF	189.91
		TRANSFER ACCOUNT	FICA	159.83
			MEDICARE	37.38
		OPTIONS COUNSELING SERVICE, INC.	EMPLOYEE ASSISTANCE PROGRA	1.50
			EMPLOYEE ASSISTANCE PROGRA	1.50
			TOTAL:	17,677.79
EMERGENCY 911	E-911 FUND	BANK OF AMERICA	JUNE 2023 P-CARD	195.96
		AT&T	ACT:40552115480313 07/07-0	2,123.07
			TOTAL:	2,319.03
UTILITY BILLING	CHICKASHA MUNICIPA	BLUE CROSS BLUE SHIELD OF OKLAHOMA 202	DENTAL EMP/CHILD	24.92
			DENTAL EMP/CHILD	24.92
			DENTAL EMP ONLY	26.62
			DENTAL EMP ONLY	26.62
			DENTAL EMP/SPOOUSE	19.96
			DENTAL EMP/SPOOUSE	19.96
			MED \$1,000 DED EMP/CHILD	316.98
			MED \$1,000 DED EMP/CHILD	316.98
			MED \$1,000 DED EMP ONLY	175.13
			MED \$1,000 DED EMP ONLY	175.13
			MED \$2,500 DED EMP ONLY	154.26
			MED \$2,500 DED EMP ONLY	154.26
		OKLAHOMA MUNICIPAL RETIRE	OMRF	8.98
			OMRF	563.88
			OMRF	617.85
		TRANSFER ACCOUNT	FICA	522.57
			MEDICARE	122.21
		OPTIONS COUNSELING SERVICE, INC.	EMPLOYEE ASSISTANCE PROGRA	7.50
			EMPLOYEE ASSISTANCE PROGRA	7.50
			TOTAL:	3,286.23
CMMA - CAPITAL PROJECTS	CHICKASHA MUNICIPA	BANK OF AMERICA	JUNE 2023 P-CARD	361.90
		OKLAHOMA CONTRACTORS SUPP	3/4" CCXCTS CORP STOP	1,840.00
		UTILITY TECHNOLOGY SERVICES	COUPLING	141.71
			SMART POINT 520MTC MXU	10,530.00
			TOTAL:	12,873.61
PUBLIC WORKS ADMIN	CHICKASHA MUNICIPA	BANK OF AMERICA	JUNE 2023 P-CARD	68.25
			JUNE 2023 P-CARD	632.36
			JUNE 2023 P-CARD	21.85
			JUNE 2023 P-CARD	19.99
			JUNE 2023 P-CARD	31.20
		EXPRESS SERVICES INC	TAYLOR CRAIG	811.87
		BLUE CROSS BLUE SHIELD OF OKLAHOMA 202	DENTAL EMP/FAMILY	76.66
			DENTAL EMP/FAMILY	76.66
			MED \$1,000 DED EMP/FAM	583.36
			MED \$1,000 DED EMP/FAM	583.36

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			MED \$2,500 DED EMP/FAMILY	513.83
			MED \$2,500 DED EMP/FAMILY	513.83
		WALLER ICE LLC	ice	395.51
			7 # ICE BAGS	388.31
		OKLAHOMA MUNICIPAL RETIRE	OMRF	373.36
			OMRF	470.60
		TRANSFER ACCOUNT	FICA	381.57
			MEDICARE	89.24
		OPTIONS COUNSELING SERVICE, INC.	EMPLOYEE ASSISTANCE PROGRA	3.00
			EMPLOYEE ASSISTANCE PROGRA	3.00
		BARRINGTON ELECTRIC	CHECK PW GENERATOR	110.00
			TROUBLE SHOT BREAKERS	114.00
		CANADIAN VALLEY TECHNOLOGY CENTER	ROADSIDE WORKER SAFE TRAIN	40.00
		DR PEPPER BOTTLING COMPANY	PALLET OF WATER	294.00
			TOTAL:	6,595.81
SANITATION DEPARTMENT	CHICKASHA MUNICIPA	MARSHALL AUTO PARTS	HYDRAULIC FLUID	681.72
		BLUE CROSS BLUE SHIELD OF OKLAHOMA 202	DENTAL EMP/SPOUSE	19.96
			DENTAL EMP/SPOUSE	19.96
			MED \$1,000 DED EMP/SPOUSE	424.16
			MED \$1,000 DED EMP/SPOUSE	424.16
		OKLAHOMA MUNICIPAL RETIRE	OMRF	103.07
			OMRF	108.21
		TRANSFER ACCOUNT	FICA	86.32
			MEDICARE	20.19
		UNIFIRST HOLDINGS, L.P.	MISC ACCTS - SEE DETAIL SH	12.02
		OPTIONS COUNSELING SERVICE, INC.	EMPLOYEE ASSISTANCE PROGRA	1.50
			EMPLOYEE ASSISTANCE PROGRA	1.50
			TOTAL:	1,902.77
WATER PLANT	CHICKASHA MUNICIPA	FT COBB RES MAS CONS DIST	WATER CONTRACT-JULY 23	33,840.98
			WATER CONTRACT-AUG 23	33,840.98
		PUBLIC SERVICE COMPANY OF OKLAHOMA	MISC ELECTRIC SEE WORKSHEE	12,299.41
		CKENERGY ELECTRIC COOPERATIV	MISC ACCTS JULY 06/04-07/0	6,548.42
		OKLAHOMA ELECTRIC COOP	CEMETARY AND WATERWELL 6/7	71.75
		SUMMIT UTILITIES	MISC UTILITIES SEE DETAIL S	47.23
			TOTAL:	86,648.77
WASTEWATER PLANT	CHICKASHA MUNICIPA	PUBLIC SERVICE COMPANY OF OKLAHOMA	MISC ELECTRIC SEE WORKSHEE	10,625.46
		SUMMIT UTILITIES	MISC UTILITIES SEE DETAIL S	40.41
		DEPARTMENT OF ENVIRONMENTAL	PUBLIC WATER SUPPLY	460.80
			PUBLIC WATER SUPPLY	8,246.48
			ANNUAL PERMIT	17,316.12
			TOTAL:	36,689.27
LINE MAINTENANCE DEPT	CHICKASHA MUNICIPA	HERC RENTALS	MINI X RENTAL	1,780.00
		BANK OF AMERICA	JUNE 2023 P-CARD	386.86
			JUNE 2023 P-CARD	1,661.74
			JUNE 2023 P-CARD	272.40
			JUNE 2023 P-CARD	1,036.54
			JUNE 2023 P-CARD	126.99
			JUNE 2023 P-CARD	54.19
			JUNE 2023 P-CARD	59.82
		BOBCAT OF OKLAHOMA CITY	MINI X REPAIR	310.00
		CHARLES ALLEN FORD		587.78
		OZARK LASER & SHORING	TRENCH BOX RENTAL	720.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		BLUE CROSS BLUE SHIELD OF OKLAHOMA 202	DENTAL EMP ONLY	39.93
			DENTAL EMP ONLY	39.93
			DENTAL EMP/FAMILY	114.99
			DENTAL EMP/FAMILY	114.99
			DENTAL EMP/SPOUSE	39.92
			DENTAL EMP/SPOUSE	39.92
			MED \$1,000 DED EMP ONLY	525.39
			MED \$1,000 DED EMP ONLY	525.39
			MED \$1,000 DED EMP/FAM	583.36
			MED \$1,000 DED EMP/FAM	583.36
			MED \$1,000 DED EMP/SPOUSE	424.16
			MED \$1,000 DED EMP/SPOUSE	424.16
			MED \$2,500 DED EMP ONLY	154.26
			MED \$2,500 DED EMP ONLY	154.26
			MED \$2,500 DED EMP/FAMILY	513.83
			MED \$2,500 DED EMP/FAMILY	513.83
		OKLAHOMA MUNICIPAL RETIRE	OMRF	957.81
			OMRF	1,309.35
		RALPH AND SONS TIRE CENTE		319.77
		INLAND TRUCK PARTS		1,700.00
		TRANSFER ACCOUNT	FICA	1,069.38
			MEDICARE	250.09
		UNIFIRST HOLDINGS, L.P.	MISC ACCTS - SEE DETAIL SH	103.33
		OPTIONS COUNSELING SERVICE, INC.	EMPLOYEE ASSISTANCE PROGRA	13.50
			EMPLOYEE ASSISTANCE PROGRA	12.00
			TOTAL:	17,523.23
LAKE CHICKASHA	CHICKASHA MUNICIPAL	BANK OF AMERICA	JUNE 2023 P-CARD	750.00
		EDWARDS ENTERPRISES RENTAL	LAKE BATHROOMS	625.00
		HALFF ASSOCIATES INC	GRANT ASSISTNACE	2,400.00
		CKENERGY ELECTRIC COOPERATIV	MISC ACCTS JULY 06/04-07/0	2,244.14
		P & K EQUIPMENT	TRACTOR GEAR CASE	3,499.99
		TRANSFER ACCOUNT	FICA	41.30
			MEDICARE	9.66
		BARRINGTON ELECTRIC	POWER PEDISTALS AT LAKE	3,449.00
			TOTAL:	13,019.09
BUILDING MAINTENANCE	CHICKASHA MUNICIPAL	OPTIMUM	FD INTERNET & TV 7/22-8/2	145.81
		AT&T	ACCT:8310012109211 06/07-0	3,311.28
		AMERICAN ELEVATOR COMPANY INC	ELEVATOR REPAIR	698.00
		PUBLIC SERVICE COMPANY OF OKLAHOMA	MISC ELECTRIC SEE WORKSHEE	2,258.48
		BLUE CROSS BLUE SHIELD OF OKLAHOMA 202	DENTAL EMP ONLY	13.31
			DENTAL EMP ONLY	13.31
			MED \$1,000 DED EMP ONLY	175.13
			MED \$1,000 DED EMP ONLY	175.13
		WALLER ICE LLC	187 7# ICE BAGS	448.24
		DEHART AIR CONDITIONING AND ELECTRONIC	PLANNED MAINT. #10 OF 12	4,474.58
		OKLAHOMA MUNICIPAL RETIRE	OMRF	114.89
			OMRF	117.61
		SUMMIT UTILITIES	MISC UTILITIES SEE DETAIL S	447.99
		P & K EQUIPMENT	IDLER FOR MOWER	73.75
		TRANSFER ACCOUNT	FICA	97.87
			MEDICARE	22.89
		ALERT 360	ACCT:008163636 AUGUST23 SE	45.84
		UNIFIRST HOLDINGS, L.P.	MISC ACCTS - SEE DETAIL SH	6.80
		OPTIONS COUNSELING SERVICE, INC.	EMPLOYEE ASSISTANCE PROGRA	1.50

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			EMPLOYEE ASSISTANCE PROGRA	1.50
			TOTAL:	12,643.91
AIRPORT	AIRPORT	BANK OF AMERICA	JUNE 2023 P-CARD	104.39
			JUNE 2023 P-CARD	500.77
			JUNE 2023 P-CARD	1,040.97
			JUNE 2023 P-CARD	22.36
			JUNE 2023 P-CARD	2,243.88
			JUNE 2023 P-CARD	1,374.90
		ASAP ENERGY, INC	JET A	21,839.35
		BLUE CROSS BLUE SHIELD OF OKLAHOMA 202	DENTAL EMP/SPOUSE	19.96
			DENTAL EMP/SPOUSE	19.96
			MED \$1,000 DED EMP/SPOUSE	424.16
			MED \$1,000 DED EMP/SPOUSE	424.16
		OKLAHOMA MUNICIPAL RETIRE	OMRF	195.34
			OMRF	206.55
		SUMMIT UTILITIES	MISC UTILITIES SEE DETAIL S	45.84
		TRANSFER ACCOUNT	FICA	171.10
			MEDICARE	40.02
		UNIFIRST HOLDINGS, L.P.	MISC ACCTS - SEE DETAIL SH	38.14
		OPTIONS COUNSELING SERVICE, INC.	EMPLOYEE ASSISTANCE PROGRA	3.00
			EMPLOYEE ASSISTANCE PROGRA	3.00
			TOTAL:	28,717.85
COMBINED INSURANCE	COMBINED INSURANCE OMAG		DEDUCTIBLE - ENGLEBRETSON	3,000.00
			DEDUCTIBLE - L. GLASS	3,000.00
			TOTAL:	6,000.00
NON-DEPARTMENTAL	AP/PAYROLL CASH FU COLONIAL LIFE & ACCIDENT INSURANCE COM		COLONIAL ACCIDENT	122.01
			COLONIAL ACCIDENT	122.01
			COLONIAL GROUP ACCIDENT	456.57
			COLONIAL GROUP ACCIDENT	456.57
			COLONIAL CANCER	115.21
			COLONIAL CANCER	115.21
			COLONIAL CRITICAL ILLNESS	433.74
			COLONIAL CRITICAL ILLNESS	394.69
			COLONIAL DISABILITY	426.55
			COLONIAL DISABILITY	372.47
		METLIFE	METLIFE VISION	481.06
			METLIFE VISION	481.06
		CITY OF CHICKASHA	UNION ASSESSMENT FEE	12.92
			UNION ASSESSMENT FEE	12.92
			GARNISHMENT FEE	45.00
			GARNISHMENT FEE	45.00
		WASHINGTON NATIONAL INS. CO	GROUP #20057	791.31
			GROUP #20057	791.31
		DEPARTMENT OF CHILDREN AND FAMILY SERV		287.00
		BLUE CROSS BLUE SHIELD OF OKLAHOMA 202	DENTAL EMP/CHILD	166.20
			DENTAL EMP/CHILD	166.20
			DENTAL EMP ONLY	129.87
			DENTAL EMP ONLY	129.87
			DENTAL EMP/FAMILY	460.08
			DENTAL EMP/FAMILY	460.08
			DENTAL EMP/SPOUSE	159.60
			DENTAL EMP/SPOUSE	159.60
			MED \$1,000 DED EMP/CHILD	713.25

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			MED \$1,000 DED EMP/CHILD	713.25
			MED \$1,000 DED EMP ONLY	1,193.27
			MED \$1,000 DED EMP ONLY	1,193.27
			MED \$1,000 DED EMP/FAM	1,547.23
			MED \$1,000 DED EMP/FAM	1,547.23
			MED \$1,000 DED EMP/SPOUSE	892.51
			MED \$1,000 DED EMP/SPOUSE	892.51
			MED \$2,500 DED EMP/CHILD	139.60
			MED \$2,500 DED EMP/CHILD	139.60
			MED \$2,500 DED EMP ONLY	462.84
			MED \$2,500 DED EMP ONLY	462.84
			MED \$2,500 DED EMP/FAMILY	385.38
			MED \$2,500 DED EMP/FAMILY	385.38
			MED \$2,500 DED EMP/SPOUSE	93.40
			MED \$2,500 DED EMP/SPOUSE	93.40
		RED RIVER CREDIT CORP		370.65
		DEPARTMENT OF HUMAN SERVICES		266.57
				164.87
				180.00
				151.75
				100.00
				126.37
				175.78
				324.07
				106.75
		OKLAHOMA FIREFIGHTERS	FIRE PENSION BUY BACK	174.01
			FIRE PENSION	12,839.29
		CITY OF CHICKASHA-(ACH) OKLAHOMA POLIC	POLICE PENSION	2,546.82
			POLICE PENSION	3,438.34
		OKLAHOMA MUNICIPAL RETIRE	OMRF3	446.15
			OMRF	5.04
			OMRF	4,733.07
			OMRF	5,176.47
		FIREFIGHTERS SEC LOCAL 20	FIRE INSURANCE FEE	185.00
			FIRE INSURANCE FEE	185.00
			FIRE UNION DUES	1,330.00
			FIRE UNION DUES	1,330.00
		FIREMENS SPECIAL FUND	FIRE SPECIAL FUND	512.50
			FIRE SPECIAL FUND	512.50
		FRATERNAL ORDER OF POLICE	POLICE UNION	450.00
			POLICE UNION	450.00
		DEARBORN NATIONAL	DEARBORN VOLUNTARY LIFE	495.98
			DEARBORN VOLUNTARY LIFE	494.29
		TRANSFER ACCOUNT	ENTITY 0037102001	5,636.00
			FEDERAL WITHHOLDING	3,878.12
			FEDERAL WITHHOLDING	28,485.50
			STATE INCOME TAX	1,391.00
			STATE INCOME TAX	10,704.00
			FICA	2,471.18
			FICA	11,261.26
			MEDICARE	577.94
			MEDICARE	4,607.39
		AFLAC	AFLAC/PRETAX #K5881	9.45
			AFLAC/PRETAX #K5881	9.45
		IAFF LOCAL 2041 (HEALTH INS)	FIRE CANCER	307.05
			FIRE CANCER	307.05

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			FIR/EECH OPTION A	742.40
			FIR/EECH OPTION A	842.80
			FIRE EE/CHILD(REN) DENTAL	31.20
			FIRE EE/CHILD(REN) DENTAL	36.40
			FIRE EE DENTAL	44.00
			FIRE EE DENTAL	44.00
			FIRE FAMILY DENTAL	91.30
			FIRE FAMILY DENTAL	83.00
			FIRE EE/SPOUSE DENTAL	52.20
			FIRE EE/SPOUSE DENTAL	52.20
			FIR/EE OPTION A	556.00
			FIR/EE OPTION A	556.00
			FIR/EE OPTION B	64.00
			FIR/EE OPTION B	64.00
			FIR/FAM OPTION A	549.10
			FIR/FAM OPTION A	2,566.20
			FIR/FAM OPTION A	2,382.90
			FIRE GROUP LIFE	117.45
			FIRE GROUP LIFE	117.45
			FIRE HARTFORD	170.00
			FIRE HARTFORD	170.00
			FIRE/EE OPTION D	51.60
			FIRE/EE OPTION D	51.60
			FIR/EESP OPTION A	945.70
			FIR/EESP OPTION A	945.70
			FIR/EE/CH VISION	16.80
			FIR/EE/CH VISION	19.60
			FIR/EE VISION	18.00
			FIR/EE VISION	16.20
			FIR/FAM VISION	44.00
			FIR/FAM VISION	44.00
			FIR/EESP VISION	27.00
			FIR/EESP VISION	27.00
		CITY OF CHICKASHA FLEX SPENDING ACCOUN	UNREIMBURSED MEDICAL 23-19	1,617.07
		IAFF - FIREPAC	IAFF FIREPAC	167.60
			IAFF FIREPAC	<u>162.60</u>
			TOTAL:	139,052.80

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
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===== FUND TOTALS =====

11	GENERAL FUND	239,477.18
23	EMERGENCY MED SERV FUND	311,381.30
25	CHICKASHA INDUST AUTH	17,677.79
27	E-911 FUND	2,319.03
31	CHICKASHA MUNICIPAL AUTH	191,182.69
39	AIRPORT	28,717.85
71	COMBINED INSURANCE	6,000.00
99	AP/PAYROLL CASH FUND	139,052.80

GRAND TOTAL:	935,808.64

TOTAL PAGES: 17

SELECTION CRITERIA

SELECTION OPTIONS

VENDOR SET: 99-AP VENDOR LIST
VENDOR: All
CLASSIFICATION: All
BANK CODE: All
ITEM DATE: 0/00/0000 THRU 99/99/9999
ITEM AMOUNT: 99,999,999.00CR THRU 99,999,999.00
GL POST DATE: 0/00/0000 THRU 99/99/9999
CHECK DATE: 7/19/2023 THRU 8/08/2023

PAYROLL SELECTION

PAYROLL EXPENSES: NO
EXPENSE TYPE: N/A
CHECK DATE: 0/00/0000 THRU 99/99/9999

PRINT OPTIONS

PRINT DATE: None
SEQUENCE: By Department
DESCRIPTION: Distribution
GL ACCTS: NO
REPORT TITLE: COUNCIL REPORT 8.7.23
SIGNATURE LINES: 0

PACKET OPTIONS

INCLUDE REFUNDS: YES
INCLUDE OPEN ITEM:NO

[illegible]



City of
CHICKASHA

Meeting Type: Council Agenda 8-7-2023

Meeting Date: 8/7/2023

Department: Finance

Agenda Item No. 4.c.

AGENDA ITEM: Acceptance of Resolution 2023-16R amending the FY 23-2 Budget.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Accept of Resolution 2023-16R amending the FY 23-2 Budget.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: August 7, 2023	(From)		

V. ATTACHMENTS:

1. Res. 2023-16R Budget Amendment
2. Exhibits

RESOLUTION NO. 2023-16R

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF CHICKASHA,
GRADY COUNTY, STATE OF OKLAHOMA, AMENDING THE CITY OF
CHICKASHA ADOPTED BUDGET FOR FISCAL YEAR 2023-2**

WHEREAS, pursuant to the Oklahoma Municipal Budget Act, 11 O.S. Section 17-201 through 17-216, all steps in the process of developing the City's Budget for FY 2023-24 were followed, culminating the adoption of the Budget by the Mayor and Council on June 20, 2023; and

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

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

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

Section 1. The adopted FY 2023-24 Budget for the General Fund #11 is hereby amended and attached hereto as "Exhibit A"; and
FY 2023-24 Budget for the General Fund #11 is hereby amended and attached hereto as "Exhibit B"; and.
FY 2023-24 Budget for the EMS Fund #23 is hereby amended and attached hereto as "Exhibit C".

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

Adopted this 7th day of August 2023.

Chris Mosley, Mayor

ATTEST:

Susan M. McDaniel, CMC - City Clerk

(SEAL)

Exh.b: FA

CITY OF CHICKASHA

BUDGET AMENDMENT FORM

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

Fund: GENERAL
Fund No.: 11
Amendment No.: 1
Fiscal Year: 2023-2024

Account #	Account Name	Estimated Revenue(s)		Appropriation(s)	
		Increase	Decrease	Increase	Decrease
4700-001	AVAILABLE FUND BALANCE	15,962.00			
570-5101-694.1	OVERTIME (2023)			11,908.00	
570-5208-672.1	COMMUNITY OUTREACH (2023)			4,054.00	
TOTALS		15,962.00	-	15,962.00	-

EXPLANATION:

To reflect Balance of Office of Attorney General 2023 Safe Oklahoma Grant Program received in prior year

Approved by City Manager:

Date _____ Signature _____

Approved by City Council:

Date _____ Signature _____

Exhibit B

CITY OF CHICKASHA

BUDGET AMENDMENT FORM

<u> X </u> INCREASE	<u> </u> DECREASE	<u> </u> TRANSFER
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Fund: EMS
Fund No.: 23
Amendment No.: 1
Fiscal Year: 2023-2024

Account #	Account Name	Estimated Revenue(s)		Appropriation(s)	
		Increase	Decrease	Increase	Decrease
4300-056	EQUIPMENT-522 BOARD	270,760.00		270,760.00	
502-6300-033	EQUIPMENT-522 BOARD				
TOTALS		270,760.00	-	270,760.00	-

EXPLANATION:

Purchase of 2022 Dodge 5500 4x4 Ambulance in the amount of \$270,760.00 initiated in prior year. Grady EMS 522 District to provide reimbursement.

Approved by City Manager:

Date _____ Signature _____

Approved by City Council:

Date _____ Signature _____

BUDGET AMENDMENT FORM

<u> X </u> INCREASE	<u> </u> DECREASE	<u> </u> TRANSFER
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Fund: GENERAL
Fund No.: 11
Amendment No.: 3
Fiscal Year: 2023-2024

Account #	Account Name	Estimated Revenue(s)		Appropriation(s)	
		Increase	Decrease	Increase	Decrease
4700-001	AVAILABLE FUND BALANCE	78,825.00			
504-5101-001	SALARIES			52,250.00	
504-5101-007	HOLIDAY PAY			2,750.00	
504-5102-003	OMRF RETIREMENT			4,400.00	
504-5102-004	FICA & MEDICARE			4,275.00	
504-5103-011	UNIFORM REPAIR/REPLACE			150.00	
504-5104-002	HEALTH BENEFIT PKG			15,000.00	
TOTALS		78,825.00	-	78,825.00	-

EXPLANATION:

To revise Emergency Management Budget to reflect Full Time Manager position

Approved by City Manager:

Date

Signature

Approved by City Council:

Date

Signature



City of
CHICKASHA

Meeting Type: Council Agenda 8-7-2023

Meeting Date: 8/7/2023

Department: Parks and Rec

Agenda Item No. 6.a.

AGENDA ITEM: Discussion, consideration and possible action to replace broken equipment at the splash pad in Shannon Springs Park in the amount of \$5,218.00

I. BACKGROUND/DESCRIPTION:

The splash pads were installed back in 2007. They have outlived their life expectancy and are starting to break down.

II. RECOMMENDED ACTION:

The department recommends repairing features.

III. FISCAL INFORMATION - \$5,218.00

IV. FUND INFORMATION:

Dept. Director:			Amount
Spencer Winzenried, Parks and Recreation Director	11-551-5205-001		\$5218.00
	FUND	ACCOUNT	AMOUNT
Meeting Date: August 7, 2023	(From)		

V. ATTACHMENTS:

1. Splash Pad



12804 S. Memorial Drive, Suite 114
Bixby, OK 74008

Phone # (918) 728-9978

Fax # (918) 516-3599

QUOTE

Date	Proposal #
7/11/2023	1248

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

Ship To
City of Chickasha Attn: James Jordan 502 North Genevieve Chickasha, OK 73018

Project	Location	Terms	REV.	Lead Time
Shannon Springs Splashpad	Chickasha	Net 30	01	

Qty	Item	Description	Unit Price	Total
2	104259	BUSHING 4" - 360°	475.00	950.00
4	103196	O-RING #2-229 1/8"WD X 2 3/8"ID X 2 5/8"OD	2.25	9.00
2	103191	O-RING #2-239 1/8"WD X 3 5/8"ID X 3 7/8"OD	3.50	7.00
12	102728-304	SECURITY CUP-POINT SET SCREW 3/8"-16 X 3/4"	2.25	27.00
2	8542.2008	SPRAY CANNON FIXED HEAD (SW, PC)	2,050.00	4,100.00
1	00001	SHIPPING	125.00	125.00

Prices are valid for 30 days. Taxes not included and will be invoiced if applicable. Permits and related engineering, site preparation, unloading, assembly, installation, installation materials and surfacing are not included. Freight charge is for one complete shipment unless noted otherwise. Lead time is based upon receipt of purchase order, deposit, approved submittals and color selections. Interest at 1.5% per month will be assessed on all past due amounts.

Subtotal	\$5,218.00
Sales Tax (0.0%)	\$0.00
Total	\$5,218.00



City of
CHICKASHA

Meeting Type: Council Agenda 8-7-2023

Meeting Date: 8/7/2023

Department: Parks and Rec

Agenda Item No. 6.b.

AGENDA ITEM: Discussion, consideration and possible action to approve Ordinance No. 2023-25 amending CHAPTER 24, HEALTH AND PUBLIC WELFARE, ARTICLE III- PROHIBITING USE OF TOBACCO AND VAPOR PRODUCTS ON CITY-OWNED PROPERTY, PROVIDING FOR REGULATIONS RELATING TO SMOKING, TOBACCO AND VAPOR USE; PROVIDING DEFINITIONS; REQUIRING SIGNAGE; PROVIDING FOR PENALTIES AND ENFORCEMENT; PROVIDING FOR RENUMBERING; DECLARING INTERPRETATION AND FINDINGS.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Approve Ordinance 2023-25 as presented.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Spencer Winzenried, Parks & Rec Director	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: August 7, 2023	(From)		

V. ATTACHMENTS:

1. Ord. 2023-25 - Updated Tobacco Ordinance

ORDINANCE NO. 2023 - 25

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF CHICKASHA, GRADY COUNTY, STATE OF OKLAHOMA, AMENDING CHAPTER 24, HEALTH AND PUBLIC WELFARE, ARTICLE III- PROHIBITING USE OF TOBACCO AND VAPOR PRODUCTS ON CITY-OWNED PROPERTY, PROVIDING FOR REGULATIONS RELATING TO SMOKING, TOBACCO AND VAPOR USE; PROVIDING DEFINITIONS; REQUIRING SIGNAGE; PROVIDING FOR PENALTIES AND ENFORCEMENT; PROVIDING FOR RENUMBERING; DECLARING INTERPRETATION AND FINDINGS; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY.

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

SECTION I. Article III of the Chickasha's Municipal Code is hereby amended and shall hereinafter read as follows:

Sec. 24-88. Definitions

The following words and phrases, whenever used in this Article III, shall have the meanings defined in this section unless the context clearly requires otherwise:

Indoor Area means any enclosed area used or visited by employees or the public, at all times, regardless of whether work is being performed. Indoor Area includes work areas, employee lounges, restrooms, conference rooms, classrooms, employee cafeterias, hallways, any other spaces used or visited by employees, as well as all space between a floor and ceiling that is predominantly or totally enclosed by walls or windows, regardless of doors, doorways, open or closed windows, stairways, or the like.

Municipal Property means all buildings, Indoor Areas, and Outdoor Areas, including but not limited to recreational areas, and other property, or portions thereof, owned or operated by the City of Chickasha, including but not limited to vehicles and equipment owned by the municipality.

Outdoor Area means any area that is not an indoor area, and includes outdoor recreational areas.

Smoking means the carrying by a person of a lighted cigar, cigarette, pipe, or other lighted smoking device.

Tobacco Product means any product that contains tobacco and is intended for human consumption. Tobacco Product does not include any product approved by the United States Food and Drug Administration for sale as a tobacco cessation product.

Vapor Product means any noncombustible product, that may or may not contain nicotine, that employs a mechanical heating element, battery, electronic circuit, or other mechanism, regardless of shape or size, that can be used to produce a vapor in a solution or other form. Vapor Product shall include any vapor cartridge or other container with or without nicotine or other form that is intended to be used with an electronic cigarette, electronic cigar, electronic cigarillo, electronic pipe, or similar product or device and any vapor cartridge or other container of a solution, that may or may not contain nicotine, that is intended to be used with or in an electronic cigarette, electronic cigar, electronic cigarillo, or electronic device.

Sec. 24-89. Prohibited Conduct

- a. No person is allowed to Smoke Tobacco Products in any places in which Smoking Tobacco Products is prohibited by Oklahoma state law. (63 Okl.St.Ann. § 1-1523 (2019))
- b. No person is allowed to Smoke or use Tobacco Products and/or Vapor Products on any Municipal Property, indoor and outdoor, including parks and recreational areas.
- c. Nothing in Article III prohibits any person or entity from prohibiting Smoking or the use of Tobacco Products or Vapor Products on their property, even if the use of Tobacco Products or Vapor Products is not otherwise prohibited in that area.
- d. No person or entity shall knowingly permit Smoking or the use of Tobacco Products or Vapor Products in an area that is under their control, if the use of Tobacco Products or Vapor Products is prohibited by law in that area.
- e. No person or entity shall permit the placement of ash receptacles, such as ash trays or ash cans, within an area under the control of that person or entity and in which Smoking is prohibited by law. However, the presence of ash receptacles shall not be a defense to a charge of the use of Tobacco Products or Vapor Products in violation of any provision of Article III.
- f. *No person shall dispose of Smoking, Tobacco Product, or Vapor Product waste within an area in which Smoking and the use of Tobacco Products or Vapor Products is prohibited.*
- g. No person or entity shall intimidate, threaten, or otherwise retaliate against another person or entity that seeks to attain compliance with this Article.

24-90. Required Signs

- a. The person or entity that has legal or de facto control of an area in which Smoking and the use of Tobacco Products or Vapor Products is prohibited by this Article shall post a clear, conspicuous, and unambiguous sign at each point of entry to the area, and in prominent locations within the area.
- b. For restrictions on Smoking and the use of Tobacco Products or Vapor Products in Indoor Areas, the sign or decal shall be at least 4 inches by 2 inches in size and shall clearly state that smoking or tobacco use is prohibited or that a tobacco-free environment is provided. For restrictions on the use of Tobacco Products or Vapor Products in Outdoor Areas, signs shall be weather-resistant, at least 15 inches by 15 inches in size, with lettering of at least 1 inch, and shall clearly state that smoking or tobacco use is prohibited or that a tobacco-free environment is provided.
- c. For purposes of this section, the City Manager or his/her designee shall be responsible for the posting of signs on Municipal Property, both indoor and outdoor.
- d. Notwithstanding this provision, the presence or absence of signs shall not be a defense to a charge of Smoking or the use of Tobacco Products or Vapor Products in violation of any other provision of this Article.

24-91. Penalties and Enforcement

- a. Enforcement of this chapter shall be the responsibility of the Chickasha Police Department. In addition, any peace officer or code enforcement official may enforce this chapter.
- b. Unless otherwise provided for in this chapter, any person violating any provision of this chapter shall be guilty of a misdemeanor, and upon conviction, shall be fine not to exceed the maximum fine allowed by law for non-jury trials.
- c. The possession of a lighted Tobacco Product in violation of this Article is a nuisance.
- d. *The remedies provided by this section are cumulative and in addition to any other remedies available at law or in equity.*
- e. *Each instance of Tobacco Product or Vapor Product use in violation of this Article shall constitute a separate violation.*
- f. *The use of a Vapor Product in violation of this Article is a nuisance.*
- g. *Causing, permitting, aiding, abetting, or concealing a violation of any provision of this Article regarding Tobacco Product or Vapor Product use shall also constitute a violation of Article III.*

- h. *In addition to other remedies provided by this section or by other law, any violation of this Article regarding Tobacco Product or Vapor Product use may be remedied by the City Attorney, including, but not limited to, administrative or judicial nuisance abatement proceedings, criminal code enforcement proceedings, and suits for injunctive relief.*

SECTION II. FINDINGS. THE CITY COUNCIL OF THE CITY OF CHICKASHA HEREBY FINDS AND DECLARES AS FOLLOWS:

WHEREAS, 18.9 percent of adults in Oklahoma smoke; and

WHEREAS, tobacco use is the leading preventable cause of death, killing more than 7,500 Oklahomans every year; and

WHEREAS, tobacco use can cause disease in nearly all organ systems, and is responsible for 87 percent of lung cancer deaths, 79 percent of all chronic obstructive pulmonary disease deaths, and 32 percent of coronary heart disease deaths; and

WHEREAS, studies show separate smoking areas or rooms, air filters, and ventilation systems are insufficient to protect nonsmokers from secondhand smoke indoors; and

WHEREAS, according to the United States Surgeon General, there is no risk-free level of exposure to secondhand smoke; and

WHEREAS, nearly 50,000 nonsmokers die each year in the United States as a result of exposure to secondhand smoke; and

WHEREAS, using vapor products or smokeless tobacco products is not safe; and

WHEREAS, research has found that aerosol from vapor products contains chemicals known to cause cancer, birth defects, or other reproductive harm and vapor products may involuntarily expose children, youth, pregnant women, and other bystanders to aerosolized nicotine;^{10,12,13} and

WHEREAS, smokeless tobacco use increases people's risk of heart disease, stroke, and cancer, specifically oral, esophageal, and pancreatic cancers, as well as stillbirth and preterm delivery; and

WHEREAS, community policies that fail to prohibit the use of tobacco products normalize tobacco use and make it more likely that people will use tobacco products because they see others using tobacco; and

WHEREAS, tobacco use and exposure to secondhand smoke impose an enormous economic burden upon the government, taxpayers, business owners, and individuals through health care

costs and lost productivity, as evidenced by the \$1.62 billion Oklahoma spends on smoking-related medical care and \$2.1 billion in lost productivity; and

WHEREAS, laws restricting the use of tobacco products have demonstrated a high return on investment; and

WHEREAS, 89.3 percent of Oklahomans agree that all workplaces in cities and towns should have smokefree policies; and

WHEREAS, Oklahoma state law prohibits smoking in most indoor workplaces; and

WHEREAS, Oklahoma state law expressly permits municipalities to impose additional regulations on smoking tobacco products on property owned or operated by local governments; and

WHEREAS, Oklahoma state law does not preempt local governments from regulating the use of smokeless tobacco products and vapor products.

SECTION III. The remainder of Chapter 24, Health and Public Welfare, shall remain unchanged by this Ordinance.

SECTION V. Severability. It is the intent of the City Council of the City of Chickasha to supplement applicable state and federal law and not to duplicate or contradict such law. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the remaining portions of this Ordinance.

SECTION VI. Emergency. It being immediately necessary for the preservation of the public, health, peace and safety of the City of Chickasha and the inhabitants thereof, an emergency is hereby declared to exist by reason whereof this Ordinance shall be in full force and effect immediately from and after its passage, approval as provided by law.

Adopted and approved this 7th day of August 2023.

Chris Mosley, Mayor

ATTESTED:

Susan M. McDaniel, CMC - City Clerk

(SEAL)



City of
CHICKASHA

Meeting Type: Council Agenda 8-7-2023

Meeting Date: 8/7/2023

Department: Parks and Rec

Agenda Item No. 6.c.

AGENDA ITEM:

Discussion, consideration and possible action to approve the Emergency Clause of Ordinance No. 2023-25 amending CHAPTER 24, HEALTH AND PUBLIC WELFARE, ARTICLE III- PROHIBITING USE OF TOBACCO AND VAPOR PRODUCTS ON CITY-OWNED PROPERTY, PROVIDING FOR REGULATIONS RELATING TO SMOKING, TOBACCO AND VAPOR USE; PROVIDING DEFINITIONS; REQUIRING SIGNAGE; PROVIDING FOR PENALTIES AND ENFORCEMENT; PROVIDING FOR RENUMBERING; DECLARING INTERPRETATION AND FINDINGS.

I. BACKGROUND/DESCRIPTION:

The City has already enacted a no-smoking or vaping policy on city property. These modifications will allow us to be compliant with TSET requirements and eligible for TSET funding.

II. RECOMMENDED ACTION:

Approve Emergency Clause of Ordinance 2023-25.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: SPENCER WINZENRIED, PARKS AND RECREATION	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: August 7, 2023	(From)		

V. ATTACHMENTS:

1. Updated Tobacco Ordinance

ORDINANCE NO. 2023 - ____

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF CHICKASHA, GRADY COUNTY, STATE OF OKLAHOMA, AMENDING CHAPTER 24, HEALTH AND PUBLIC WELFARE, ARTICLE III- PROHIBITING USE OF TOBACCO AND VAPOR PRODUCTS ON CITY-OWNED PROPERTY, PROVIDING FOR REGULATIONS RELATING TO SMOKING, TOBACCO AND VAPOR USE; PROVIDING DEFINITIONS; REQUIRING SIGNAGE; PROVIDING FOR PENALTIES AND ENFORCEMENT; PROVIDING FOR RENUMBERING; DECLARING INTERPRETATION AND FINDINGS; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY.

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WHEREAS, research has found that aerosol from vapor products contains chemicals known to cause cancer, birth defects, or other reproductive harm and vapor products may involuntarily expose children, youth, pregnant women, and other bystanders to aerosolized nicotine;^{10,12,13} and

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SECTION III. The remainder of Chapter 24, Health and Public Welfare, shall remain unchanged by this Ordinance.

SECTION V. Severability. It is the intent of the City Council of the City of Chickasha to supplement applicable state and federal law and not to duplicate or contradict such law. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the remaining portions of this Ordinance.

SECTION VI. Emergency. It being immediately necessary for the preservation of the public, health, peace and safety of the City of Chickasha and the inhabitants thereof, an emergency is hereby declared to exist by reason whereof this Ordinance shall be in full force and effect immediately from and after its passage, approval as provided by law.

Adopted and approved this _____ day of _____, 2023.

Chris Mosley, Mayor

ATTESTED:

Susan M. McDaniel, City Clerk

(SEAL)



City of
CHICKASHA

Meeting Type: Council Agenda 8-7-2023

Meeting Date: 8/7/2023

Department: Police Department

Agenda Item No. 6.d.

AGENDA ITEM: Discussion, consideration and possible action to waive the solicitor's permit for LAW Publications for the Police Department.

I. BACKGROUND/DESCRIPTION:

LAW Publications provides educational materials for children and adults, covering a wide range of topics. LAW publications hopes to obtain sponsors from our community for pre-selected materials by the Police Department. Some of the publications will be personalized with the Department's name on the cover. Materials requested will include crayons for the children's coloring books. There is no contract, no expense to the Police Department, but we request the solicitor's permit fee be waived.

II. RECOMMENDED ACTION:

Staff recommends Council waive the solicitor's permit fee for LAW Publications.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Goebel Music Chief of Police	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: 08.07.2023	(From)		

V. ATTACHMENTS:

1. Fentanyl Education
2. Play It Safe coloring book
3. Choices
4. Violence Prevention

5. LAW Publications Email
6. Chief's SAMPLE Letter

Someone Has Overdosed...

What are common symptoms?

- Weak breathing, drowsiness or unconsciousness
- Small pupils
- Gurgling or choking sounds
- Pale, clammy skin
- Bluish or discolored skin, lips or nails

What should you do?

- Call 911.
- Give naloxone if available.
- Keep the person awake.
- Lay them on their side (helps prevent choking).
- Stay with them until help arrives.

Survivors of opioid overdose have experienced a life-changing and traumatic event...Health care providers, including those who specialize in treating substance use disorders, can provide structured, therapeutic support and feedback.

Substance Abuse and Mental Health Services Administration's (SAMHSA) Opioid Overdose Prevention Toolkit



Learn more about...

Fentanyl Abuse

In 1959, a pharmaceutical researcher in Belgium synthesized the drug fentanyl. It's a man-made opioid, so-called because it's chemically similar to opium—a natural substance derived from the poppy plant that has been used as a natural painkiller for thousands of years. Fifty times stronger than heroin, fentanyl can be a godsend for people experiencing extreme pain. The United States approved it for medical use in 1968. Today, the World Health Organization includes it on an "Essential Medicines List." But for all the good that fentanyl accomplishes, abuse of it by addicts and people wanting a high creates similarly staggering amounts of harm. According to the Center for Disease Control's National Center for Health Statistics, opioid overdose deaths now surpass 100,000 each year, many of which are due to fentanyl. And the problem seems to be getting worse.



The Life Saver: Naloxone

If opioids such as fentanyl are super-villains killing tens of thousands by overdose every year in the United States alone, naloxone is the superhero that can snatch victims from danger at the last moment. It's an antidote to opioid overdose that is widely available, sometimes under brand names such as Narcan and Kloxxado. It's easy to administer, safe and fast-acting, restoring normal breathing to an overdose victim in a matter of minutes. Available as a nasal spray or auto-injector, in some states, anyone can buy it without a prescription. Some public health programs even make it available free of charge to those who may need it.

Naloxone attaches to opioid receptors in the brain. It blocks the opioids in the person's system from doing what they otherwise do. This blocking action continues for 30 to 90 minutes. But opioids could still be in the person's system after that time, so overdose symptoms may re-start once the naloxone wears off. That means it's critical for anyone saved by naloxone to still be taken to a doctor. It's also important to remember that fentanyl is much more powerful than opioids such as morphine and heroin. So fentanyl overdoses may require more than one dose of Naloxone.

A Tale of Two Fentanyls

Pharmaceutical fentanyl is manufactured legally as a prescription medication, often in the form of a transdermal patch, lozenge or injection. Despite its legality, some of the pharmaceutical supply finds its way into the illicit market where use becomes abuse. There have even been cases of addicts chewing fentanyl transdermal patches.¹

Illicitly manufactured fentanyl is illegal from the start. It is often found in powder, pills, or liquids that can be put into nasal sprays and eye-droppers, or dropped onto paper (which is placed in the mouth) or candy. In the United States, much of the illegal supply of fentanyl comes from clandestine labs in China and, increasingly, Mexico.² Sometimes criminal cartels smuggle it across the U.S. border. Other times it is sold online and shipped through regular mail services. As a whole, the distribution network is a massive and sophisticated international supply chain with many moving parts. Producers, wholesalers and street-level distributors utilize the dark web as well as conventional social media sites to conduct their business.

Fentanyl Packs a Punch...

- A lethal dose of fentanyl weighs two milligrams. In powder form, it would look like a few grains of salt. Five hundred of these doses would weigh about as much as a raisin.
- The first atomic bomb dropped in World War II weighed 9,700 pounds, and immediately killed an estimated 66,000 people. About 0.3 pounds of fentanyl could do the same thing.
- In a single southern California drug bust in 2022, authorities said they'd seized enough fentanyl to kill 4.7 million people.

...and Often Wears Disguises

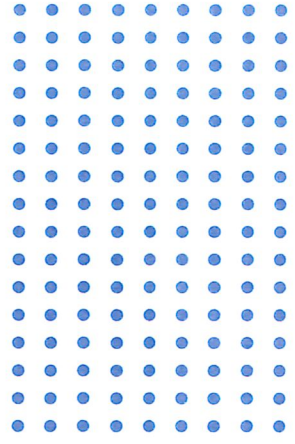
Manufacturers and dealers of illegal drugs love fentanyl for its extreme potency. On a per-dose basis, it's cheap to make and easy to transport surreptitiously. Adding it to other drugs such as heroin and cocaine, or even passing it off as other drugs, can increase the seller's profit margin. This also increases the danger to users. Anyone taking fentanyl thinking it is something else will be at heightened risk of an overdose. The U.S. Drug Enforcement Agency has cited cases of fentanyl being sold as cocaine and triggering what it calls "mass overdose events," in which many people die in a short time and a specific region.

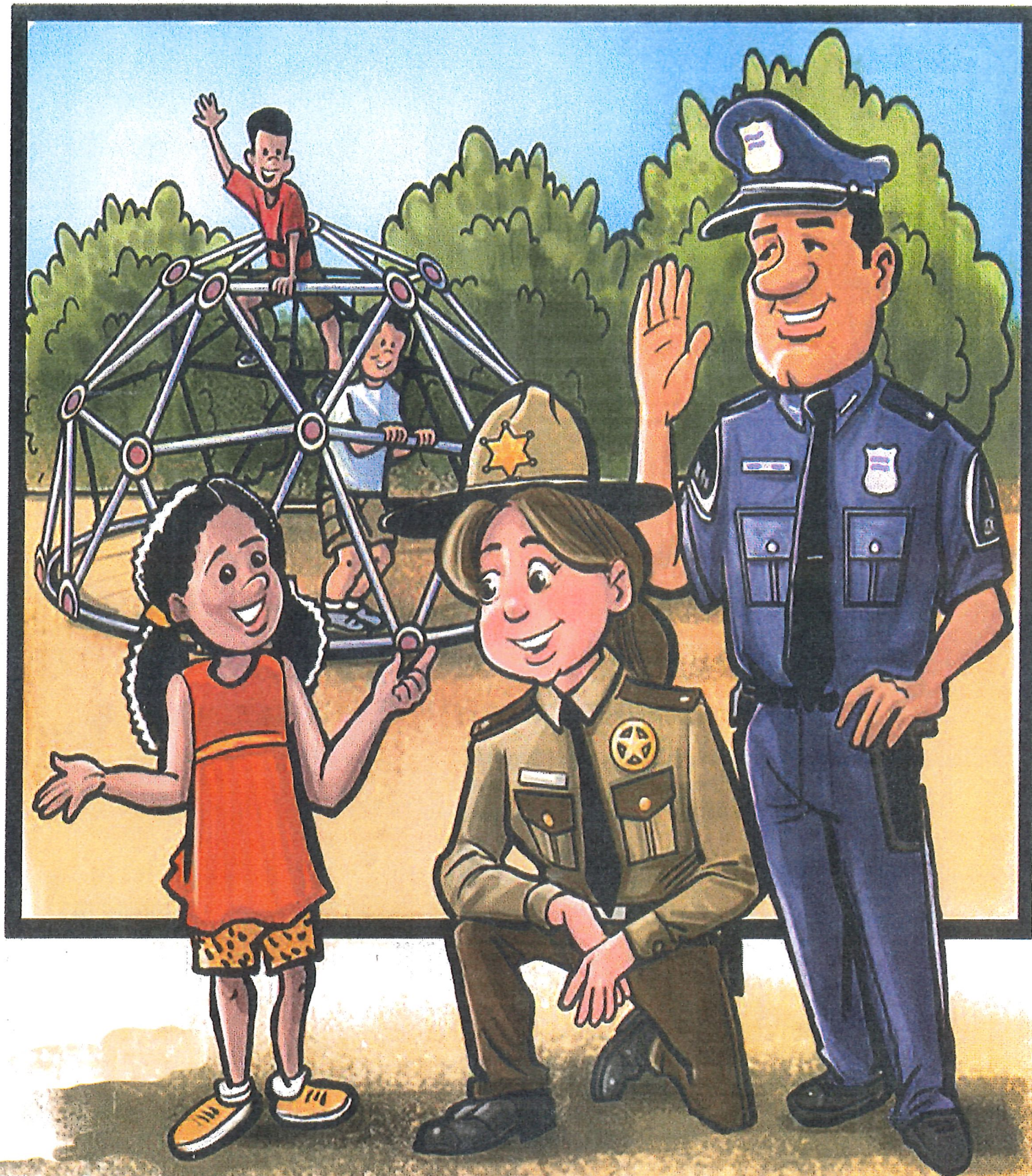
The Latest: Super Fentanyl?

Carfentanil is an opioid used to anesthetize elephants and other large animals but never prescribed for humans. It is to fentanyl what fentanyl is to morphine. In other words, carfentanil is about 100 times more powerful than fentanyl. In recent years, it has been found added to cocaine and heroin. It's so potent that first responders must take precautions against accidentally breathing it in or absorbing it through their skin. Even multiple doses of naloxone may not prevent a carfentanil overdose death.

The overdose crisis in the United States claims more lives each year than firearms, suicide, homicide, or motor vehicle crashes.

Joint letter from Senator Tom Cotton (R-AR) and Congressman David J. Trone (D-MD), co-chairs of the Commission on Combating Synthetic Opioid Trafficking

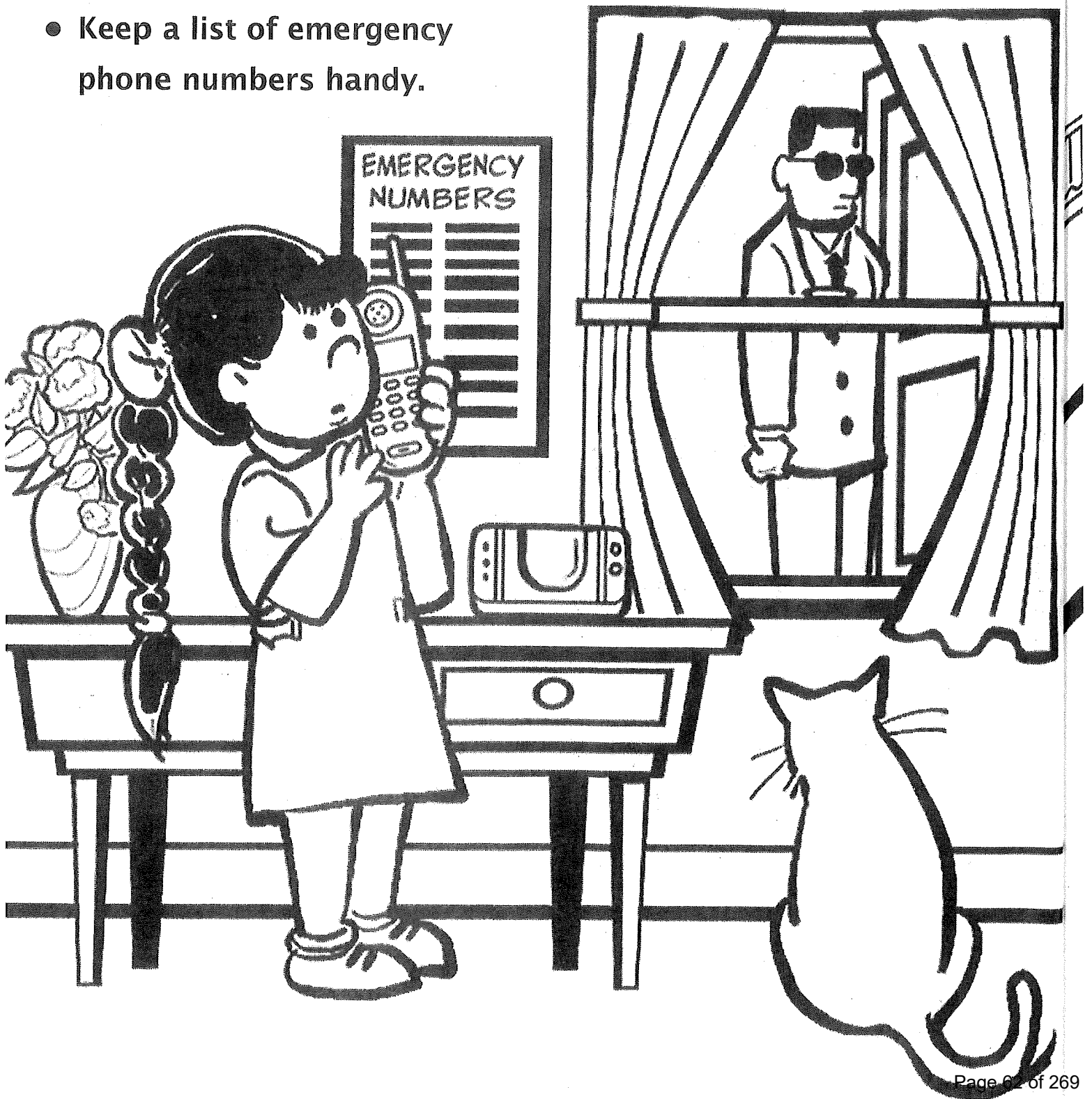




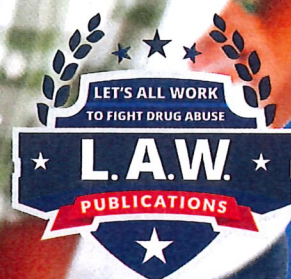
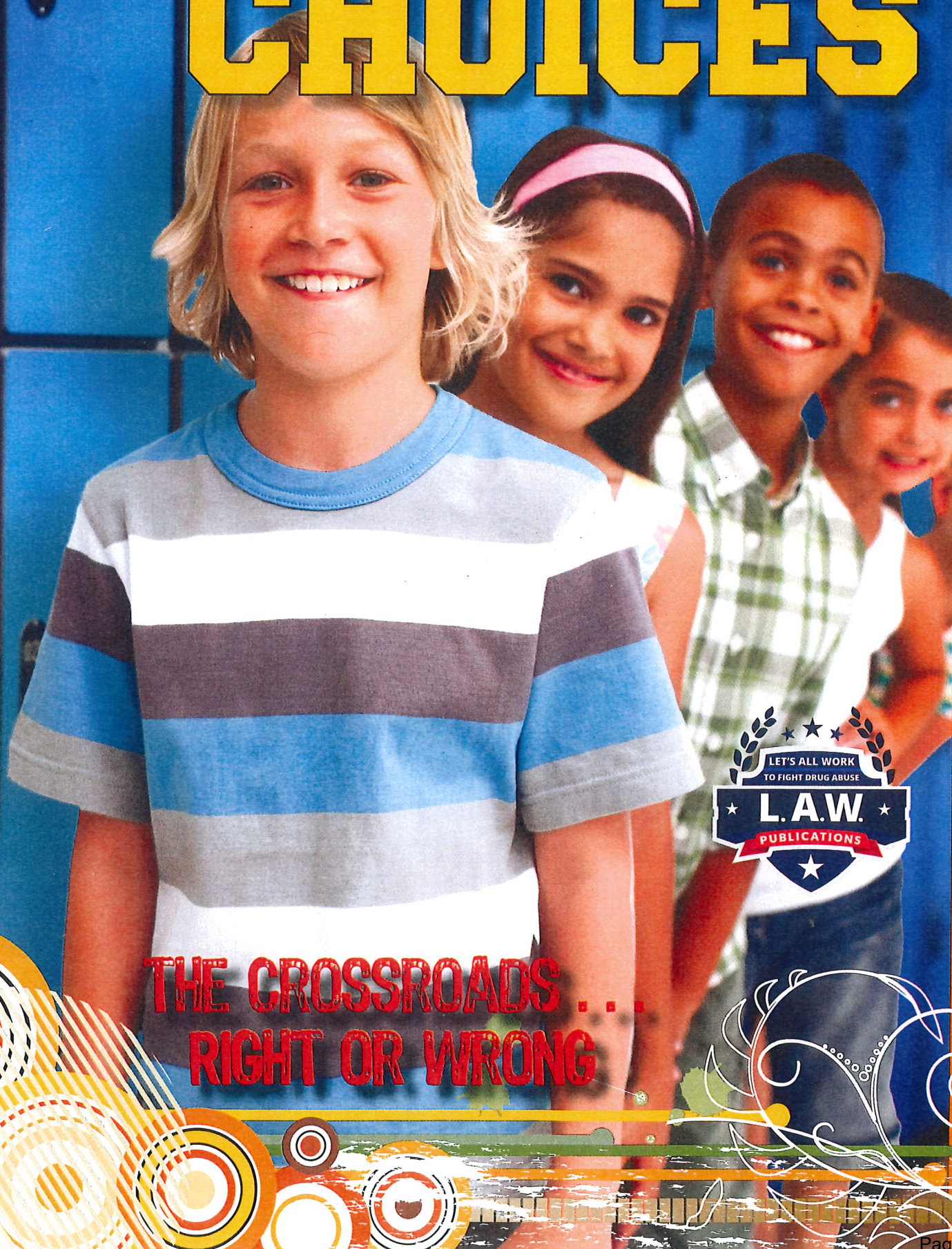
Let's Play It Safe

Safety tips for when you are home alone:

- Never open the door and always keep it locked.
- Never tell anyone that you are home alone.
- Never have friends over without permission.
- Keep a list of emergency phone numbers handy.

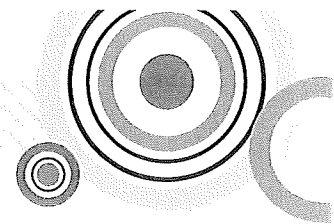


YOUR LIFE, YOUR ... CHOICES



THE CROSSROADS ...
RIGHT OR WRONG

VOLUME 12



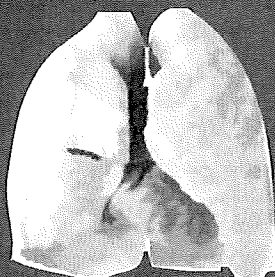
WHAT IS TOBACCO?

Tobacco is a plant that usually grows between 3 and 10 feet tall. The leaves of the plant are used to make cigarettes and cigars for smoking. They are also ground up into "smokeless" forms for chewing, dipping or snorting through the nose. The word for the plant comes from an American Indian word, tobacco, which was their word for the tube that they used for smoking the plant.

SMOKING & YOUR LUNGS

Smoking is the most common way of using tobacco. A person who smokes breathes the smoke from the burning tobacco plant into their lungs. Smoke can be good for some things. Wood smoke has long been used as a way to cook and preserve cuts of meat and fish. Your lungs, however, are hurt by smoke in a number of ways. When you breathe, your lungs act like air filters. Cilia in the mucus membranes of the lungs trap particles so that only clean air gets all the way in. Every time a person has a cigarette, the smoke goes into their lungs, filling the passages. Let's pay a visit to the dissection lab to see what tobacco smoke can do to a human lung. If you have a squeamish stomach, you may want to skip the next section altogether.

Here is a healthy pair of lungs. In the body, they sit side by side in the chest cavity. If you could touch the lungs, you would realize that they are spongy and elastic. They are this way because they have to expand when you breathe in air. They return to normal size when you exhale.

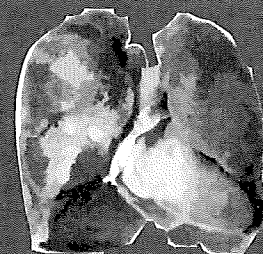


The passageways in the lungs are called bronchial tubes. The air you breathe goes through them. By the way, did you know that people who live in the city have darker lungs than people who live in the country? The reason is that there are more impurities in the air they breathe. Inhaled air finally ends up in the alveoli, the innermost parts of the lungs. From there, oxygen is passed into the bloodstream and carried to the rest of your body. The alveoli also take carbon dioxide from the blood. The carbon dioxide is let back out through the lungs when you exhale. This is how healthy lungs work.

Now let us take a look at lungs that are not so healthy.

Here are smoker's lungs. Looks pretty bad, huh?

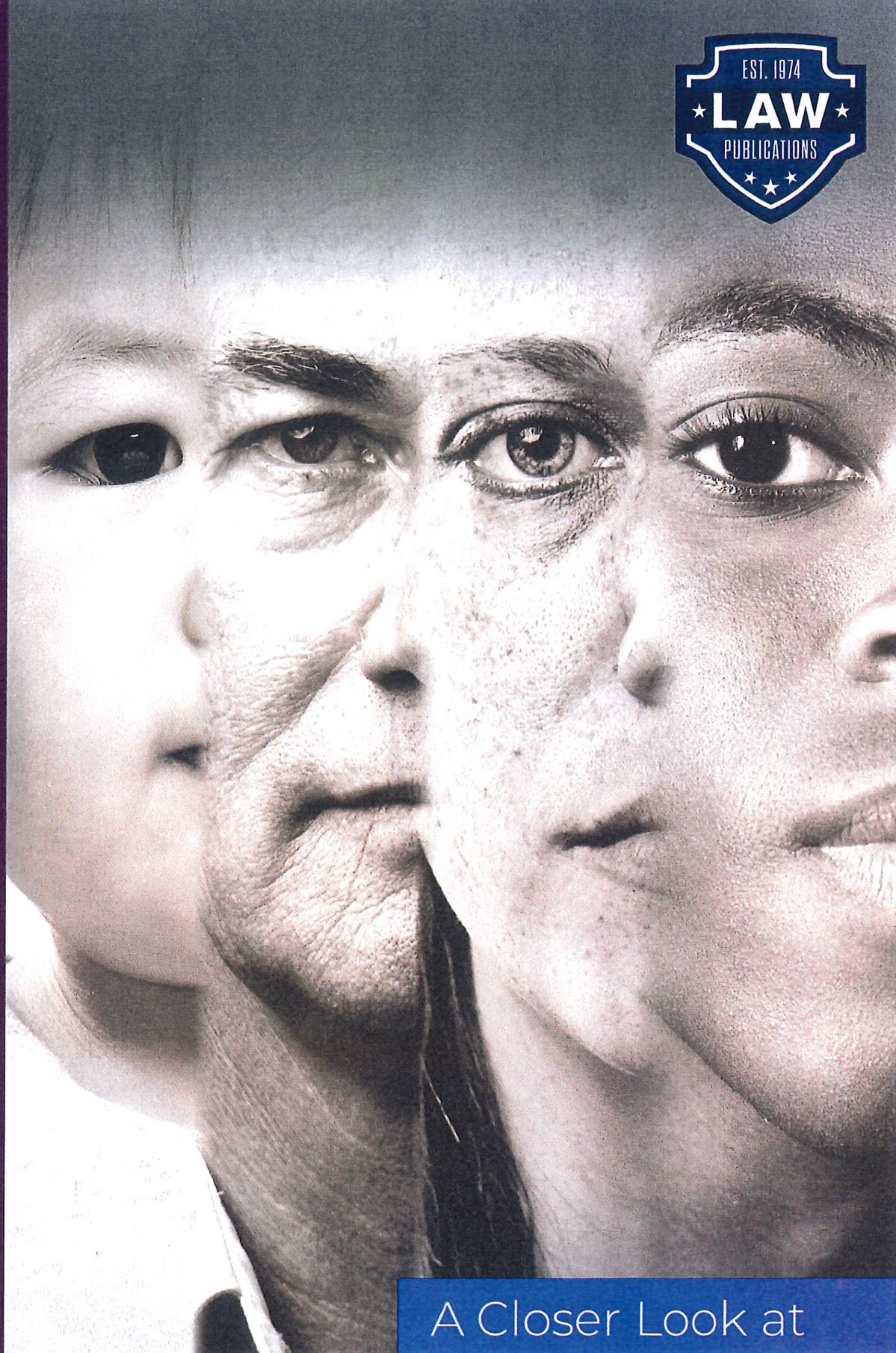
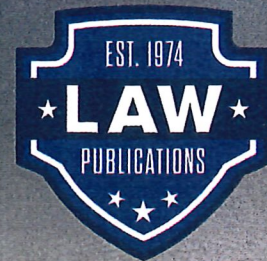
The first thing you will notice is the color. It is a lot darker than healthy lungs. You have probably seen things that have been near a fire.



The smoke turns them black. Why should lungs be any different? Tar from cigarette smoke forms a sticky goo that builds up in a smoker's lungs. The smoke also makes the cilia stop working. Cilia are tiny hairs that sweep foreign objects out of the lungs. When they do not do their job, mucus collects and causes heavy smokers to cough a lot. The built up mucus can also cause infections. An even bigger problem that can be caused by smoking is emphysema. This is when the lungs lose their ability to expand. This causes the airways to collapse when a person tries to exhale. Stale air gets trapped in the lungs. A normal person uses five percent of their energy to breathe. People with emphysema have to use as much as 80 percent of their energy to breathe. This is a serious disease that can be fatal. Smoking can also cause lung cancer. Lung cancer causes more deaths than any other kind of cancer. And most cases of lung cancer are caused by smoking.

BEHIND THE

SCENES



A Closer Look at

VIOLENCE PREVENTION

DOMESTIC AND INTIMATE PARTNER VIOLENCE & ABUSE

Domestic violence—also called intimate partner violence (IPV), domestic abuse, or relationship abuse—includes behaviors that physically and mentally harm the victim.

Physical abuse can include hitting, slapping, pushing, and unwanted sexual advances. Mental abuse can include threats, intimidation, demeaning and insulting behavior, and withholding and destroying resources. Domestic violence can separate families and leave lifelong scars. For children, it can be a harrowing experience that requires years of therapy to overcome.

WHO CAN BE IN AN ABUSIVE RELATIONSHIP?

Anyone can be abusive and anyone can be a victim of abuse. It happens regardless of gender, age, sexual orientation, race, or economic background. If a partner abuses you, you may feel confused, afraid, angry, or trapped. These emotions are normal responses to abuse.

WHY DO PEOPLE ABUSE?

Domestic violence and abuse stem from a desire to gain and maintain power and control over another individual. Some abusers believe they have the right to control and restrict others, and enjoy the feeling of exerting power. They believe their own feelings and needs are of utmost priority and use abusive tactics to make others feel inferior and undeserving of respect.

When someone is abusive, it is usually a learned behavior that has been witnessed through family, friends, or popular culture.

However, abusive behavior is a choice, and it is not one that anyone has to make. Many individuals who experience or witness abuse in childhood do not have abusive relationships as adults. While outside forces such as drugs or alcohol can escalate abuse, these issues do not always lead to abuse.

Goebel Music

From: Tobin Morgan <tmorgan@lawpublications.net>
Sent: Monday, July 24, 2023 10:30 AM
To: Goebel Music
Subject: LAW Publications official

LAW Publications is dedicated to educating all ages about the dangers of alcohol and other drugs, gang involvement, domestic violence and a variety of other safety issues. For over 40 years, LAW Publications has accomplished this purpose by working closely with local law enforcement agencies to provide quality educational materials to communities and schools.

- Featured products
<https://www.lawpublications.net/product-catalog>
password is communitybooks

Your agency can receive these valuable publications free of charge by allowing a representative of LAW Publications to ask your local businesses and professionals for sponsorships. Sponsors receive recognition in the form of an advertisement in the publication, *"Let's All Work To Fight Drug Abuse."* Your agency can also include a letter to your community as the first page of *"Let's All Work to Fight Drug Abuse."*

- I have attached a sample letter for the first page of the book. ***The letter and picture can be in color this year.***
In order to properly represent your agency, we ask that you meet with your LAW representative before any potential sponsors are contacted. At this meeting, you can discuss with your LAW representative any special needs your community may have. We also ask that you provide your LAW representative with an introduction letter from your agency to use when contacting potential sponsors. This letter will help identify your LAW representative as a legitimate representative of your agency and provide a contact person and telephone number for any inquiries from the community. Your LAW representative will contact the business and professional community in person. There is no telemarketing, and no soliciting of residential areas. All materials will be delivered to your agency within 90 days of completion of solicitation.

--

Toby Morgan | LAW Publications
Director of Public Relations

1100 Valwood Pkwy #118, Carrollton, TX 75006
Direct: 972-387-4733 x186
tmorgan@lawpublications.net | www.lawpublications.net

- > [LAW Digital](#) - gain access to a library of ready-to-use social media content
- > [Sign up](#) for our free monthly community engagement newsletter

[Connect with me on LinkedIn!](#)



CHICKASHA POLICE DEPARTMENT

Professionalism | Respect | Integrity | Dedication | Excellence

SAMPLE

DATE:

To our Business and Professional Community

This letter is to introduce Amy Osofsky of LAW Publications, who is working with the Police Department in our educational efforts on crime prevention, safety, and substance abuse issues.

We are committed to these efforts and continually look for quality resources to increase the success of these services in our community.

You can assist us by allowing Ms. Osofsky a few minutes to explain the project and how you, as a sponsor, can help provide this information to our community.

I would like to thank you in advance for your time and consideration of this project. We believe education is the first step in making a difference. With your help, we will continue to protect our children and our citizens. If you have questions, please feel free to call.

Respectfully,

G.G. Music, Jr., #300
Chief of Police



City of
CHICKASHA

Meeting Type: Council Agenda 8-7-2023

Meeting Date: 8/7/2023

Department: Police Department

Agenda Item No. 6.e.

AGENDA ITEM: Discussion, consideration and possible action to ratify the purchase of (5) five new Tasers in the amount from Axon Enterprise, Inc, a sole source provider.

I. BACKGROUND/DESCRIPTION:

The Police Department has been upgrading its Taser inventory. We seek Council to ratify the purchase of (5) new Tasers to add to the existing inventory. This is a budgeted purchase.

II. RECOMMENDED ACTION:

Staff recommends the Council ratify the purchase of an additional 5 Tasers to provide newer, more reliable equipment in the field for the officers.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Goebel Music Chief of Police	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: 08.07.2023	(From)		

V. ATTACHMENTS:

1. Taser



AXON ENTERPRISE, INC.
17800 N. 85th Street, Scottsdale, AZ 85255
Contact us at ecommerce@axon.com

Quote Expires on: 8/19/2023

Buyer:

Jason Myrko
Chickasha Police Department - OK
(405) 222-6042
jason.myrko@chickashapd.org

Bill To:

117 N 4th St
Chickasha
OK - 73018-2601
USA

Ship To:

2001 W Iowa Ave
Chickasha
OK - 73018-2735
USA

Quote Items:

PRODUCT	PRICE	QUANTITY	TOTAL
11003 YELLOW X26P CEW, HANDLE	1342.00	5	6710.00
22188 15 FT STANDARD CARTRIDGE, X26/X26P NS	34.10	5	170.50
22189 21 FT STANDARD CARTRIDGE, X26/X26P NS	36.65	6	219.90
11501 RIGHT-HAND HOLSTER, X26P, BLACKHAWK	85.10	5	425.50
22012 TPPM, TACTICAL BATTERY PACK, PINKY EXTENDER, X2/X26P	87.20	5	436.00

Contract #

This quote is valid for 30 days.

Quote Subtotal: USD 7961.90

Estimated Quote Tax: USD 0.00

Quote Grand Total: USD 7961.90

Tax calculated at checkout. Ground shipping is
no additional cost.

**Thank you for being a valued Axon customer. For your convenience, continue checkout
with a credit card / PO / invoice on our online store my.axon.com/buy**

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City of
CHICKASHA

Meeting Type: Council Agenda 8-7-2023

Meeting Date: 8/7/2023

Department: Fire Department

Agenda Item No. 6.f.

AGENDA ITEM: Discussion, consideration, and possible to approve the purchase of a new squad Ram 2500 not to exceed \$82,500.00 from Emergency Vehicle Sales and Service of Oklahoma. This purchase shall be reimbursed by the Grady County 522 EMS District.

I. BACKGROUND/DESCRIPTION:

This purchase would be a new Ram 2500 truck upfitted similar to the 1500 Ram we are currently using. The heavier duty truck will allow for more capabilities with less of a weight restriction. The current squad would move to a command vehicle.
Staff was unable to find other vendors that could provide a quote for the truck and upfitting together.

II. RECOMMENDED ACTION:

Staff recommends to approve the purchase of the new Ram 2500 with upfitting package not to exceed \$82,500.00

III. FISCAL INFORMATION - Cost not to exceed \$82,500.00 and will be reimbursed by the 522 district.

IV. FUND INFORMATION:

Dept. Director: Chief Samaniego, Fire Chief	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: August 7, 2023	(From)		

V. ATTACHMENTS:

1. Chickasha Rescue

Emergency Vehicle Sales & Service of
Oklahoma
920 Hunt Club Road
Blanchard,OK 73010

Estimate

Date	Estimate #
6/23/2023	22046

Name / Address
Chickasha Fire 1700 Harley Drive \Chickasha OK 73018

Ship To
Chickasha Fire 1700 Harley Drive \Chickasha, OK 73018

			Project
Description	Qty	Unit Price	Total
2023 D2500 AWD gas red in color Buck Stop bumper Work truck camper shell NFPA lighting package Deck system with slide out tray 12000 winch Lettering graphics package LED strip interior lighting	1	82,500.00	82,500.00
		Total	\$82,500.00



City of
CHICKASHA

Meeting Type: Council Agenda 8-7-2023

Meeting Date: 8/7/2023

Department: Fire Department

Agenda Item No. 6.g.

AGENDA ITEM: Discussion, consideration, and possible action to enter into an annual contract with PSTRAX for inventory control and apparatus maintenance software not to exceed \$5,175.00.

I. BACKGROUND/DESCRIPTION:

The software program will enhance our inventory control system and vehicle maintenance/apparatus checks.

II. RECOMMENDED ACTION:

Approve an annual contract with PSTRAX for inventory control and apparatus maintenance software not to exceed \$5,175.00.

III. FISCAL INFORMATION - Cost not to exceed \$5,175.00. Staff is currently working with the 522 district to possibly cover half of the cost.

IV. FUND INFORMATION:

Dept. Director: NAME, TITLE	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: August 7, 2023	(From)		

V. ATTACHMENTS:

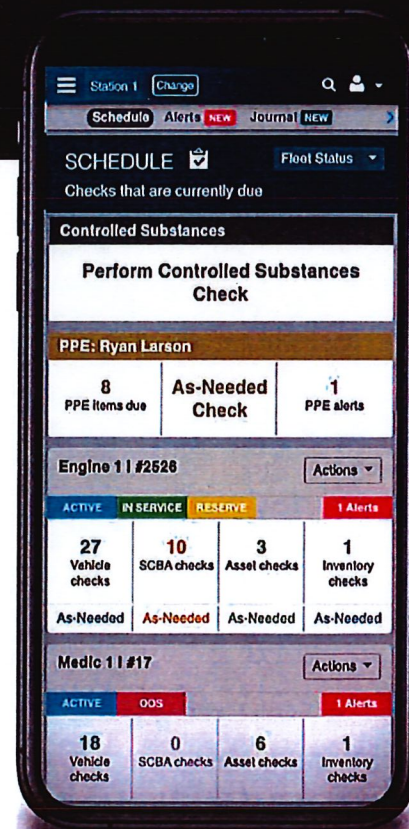
- 20230804125807490

BEST TOOL FOR THE JOB.

Purpose-built software for
checklists and inventory
management.

PSTRAX PROPOSAL FOR

Chickasha Fire Department
Tony Samaniego, Fire Chief
1700 Harly Day Dr.
Chickasha, OK 73018

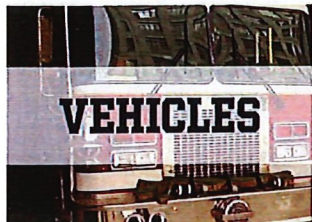


Prepared By:
Todd Lambert
Station Automation, Inc. (DBA PSTRax)
18 Apr 2023

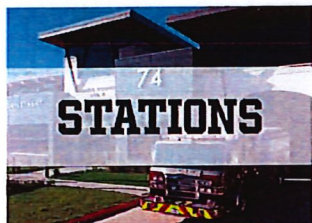
PS **YOUR CHECKS.**
TRAX **OUR PRIORITY.**

MODULES OVERVIEW

The PStrax system consists of seven modules. Simply select the modules your agency would like to start with. You may add additional modules at any time.



The [Vehicle Module](#) automates vehicle maintenance checks and all tools and equipment carried on each vehicle. Each apparatus can be customized based on its checklists (daily/weekly/monthly/PMs) and inventories, with unlimited check scheduling options - any frequency. Track inventory transfers and complete as-needed checks for fuel logs, PMs, and post-call inventories. Easily manage your entire fleet, see the location of each vehicle, and make status updates for in-service, out-of-service, and reserve units.

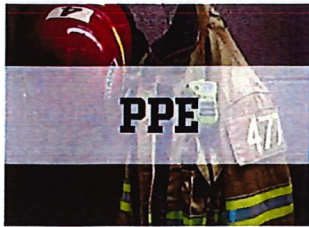


The [Station Module](#) schedules building maintenance inspections, chore schedules, safety inspections, specialty equipment inspections, and basic EMS and station supply checks. Each station, building, training facility, or headquarters checklist can be customized based on its individual desired inspections or checks, (daily/weekly/monthly/quarterly, etc.), with unlimited check scheduling options - any frequency.



The [SCBA Module](#) tracks the full history for each piece of SCBA gear from purchase to retirement. Document any type of event - inspections, hydrostat tests, flow tests, air fills, repairs, contaminant exposures, and more. Convenient, easy to access reports can be pulled in real time, or pushed to you as requested. View expiration dates and maintenance costs for better forecasting and justification for replacement as needed. Includes all SCBA inventories across your agency.

The [PPE Module](#) tracks the full history for each piece of PPE gear from purchase to retirement. Manage gear assignments and



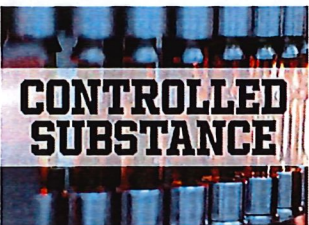
document any type of event - routine inspections, advanced inspections, cleanings, repairs, contaminant exposures, and more. View expiration dates and maintenance costs for better forecasting and justification for replacement as needed. Includes all PPE inventories - including multiple sets and unassigned gear.



The [Critical Asset Module](#) tracks the full history for each critical, or high dollar asset from purchase to retirement. Track grant-funded equipment, manage assignments and document any type of event - inspections, testing, repairs, and more. Create custom events for anything you would like to track, such as hydrant flow tests, annual hose testing, and radio software updates. View expiration dates and maintenance costs for better forecasting and justification for replacement as needed.



The [Inventory / Supply Module](#) provides visibility and tracking of all consumable supplies (EMS supplies, station supplies, and repair parts) across every location in your agency. Real time reporting on below par, expirations, and usage trends. Save time and money with streamlined inventory processes that reduce stock issues, manage expiration dates, and restock supplies that need refilled.



The [Controlled Substance Module](#) tracks every vial handoff for DEA Schedule II, III and IV controlled substances such as arriving/departing checks, usage events, restocks, and inventory checks. Track and document each vial by its control number, lot number and expiration date. Electronic signature and dual authentication provide even more secure verification.

EXHIBIT A: MODULES & PRICING

The PSTRax system consists of seven modules. You may add additional modules at any time. Each module has an annual software license fee and a one-time implementation fee that is based on the scope of work.

The Fees below include:

- Software License
- Setup & Implementation (includes project management, data import, configuration, training, rollout)
- Hosting
- Unlimited Support (includes training, ongoing changes)

Pricing is valid for 90 days. Please contact your PSTRax Representative for adjustments to the modules priced below.

Module	Scope of Work	Price	Total
Annual Software License Fees (includes software, hosting, support, training, ongoing changes)			
Vehicle Includes: 4 Ambulances, 3 Engines, 1 Brush Truck & 1 Light Rescue Also Includes 1 command vehicle and 1 training truck @ no cost	9 Vehicles	\$225	\$2,025
Station Includes:	0 Stations / Buildings	\$250	\$0
SCBA Includes:	2 Stations / Buildings	\$350	\$700
PPE Includes:	2 Stations / Buildings	\$350	\$700
Critical Asset Includes:	2 Stations / Buildings	\$350	\$700
Inventory / Supply Includes:	0 Stations / Buildings	\$450	\$0
Controlled Substance Includes: (e.g., vaults, vending machines, vehicles with drug boxes)	0 Managed Locations	\$250	\$0

Single Sign On Connect PStrax as a Service Provider to your Identity Provider (ex. Active Directory, AuthO)	0	SSO Users	\$10	\$0
First Arriving Integration Includes:	0	Stations	\$50	\$0
				\$4,125
One-Time Implementation Fees (includes project management, data import, configuration, training, rollout)				
Vehicle	9	Vehicles	\$70	\$630
Station	0	Stations / Buildings	\$75	\$0
SCBA	2	Stations / Buildings	\$70	\$140
PPE	2	Stations / Buildings	\$70	\$140
Critical Asset	2	Stations / Buildings	\$70	\$140
Inventory / Supply	0	Stations / Buildings	\$90	\$0
Controlled Substance	0	Managed Locations	\$50	\$0
				\$1,050

Year 1 Total (USD): \$5,175

Years 2+ Estimated Annual License Fee (USD)* : \$4,125

Average License Fee Per Day Per Station (USD)* : \$5.65

** Annual Fees Total does NOT include any amortized one-time implementation fees or pricing adjustments resulting from the agreement terms such as annual CPI adjustments or scope of work increases.*

*** Stations/Buildings is the pricing metric to determine agency size.*

Other Special Instructions: None

EXHIBIT B: FINANCING TERMS

Initial Term

The Initial Term "locks in" the general pricing in Exhibit A: Modules & Pricing. During the time period selected, pricing adjustments will only occur because of Section 9 - Scope of Work Increases & Annual Audit and Section 10 - Annual Inflation Adjustments in the terms below.

Select the Initial Term of the Agreement:

Choose 1 to 5 years: _____

Annual Software License Fees

Check a payment preference for the Annual Software License Fees:

- ☐ Pay the entire Annual Software License Fees now.
- ☐ Prorate the Annual Software License Fees to sync up with this date: _____
- ☐ Other instructions (optional):

One-Time Implementation Fees

Check a payment preference for the One-Time Implementation Fees:

- ☐ Pay the entire one-time implementation fees now.
- ☐ Amortize/spread the implementation fees into equal annual parts over the Initial Term selected above (if multi-year Initial Term is selected).
- ☐ Other instructions (optional):

MASTER AGREEMENT

This Master Agreement (this "Agreement") is entered into by and between Station Automation, Inc. dba PStrax, a Delaware corporation ("PStrax") with a place of business at 5837 S. Gallup St., Suite 140, Littleton, CO 80120, and Chickasha Fire Department ("CLIENT"). PStrax and CLIENT are sometimes referred to jointly as the "Parties" or singularly as a "Party."

WHEREAS, CLIENT desires to obtain access to the hosted "software as a service" modules with respect to automate its operations; and PStrax wishes to provide the hosted "software as a service" modules to CLIENT, each on the terms and conditions set forth in this Agreement. Any changes to this Agreement shall be mutually agreed upon by the Parties.

NOW, THEREFORE, in consideration of the mutual terms and promises set forth herein, the Parties agree as follows:

1. **INITIAL TERM.** The Initial Term of this Agreement shall be the number of years selected by CLIENT in Exhibit B: Financing Terms. The start date of the Initial Term shall be the date this Agreement is mutually executed by the Parties.
2. **365 DAY MONEY BACK GUARANTEE.** PStrax shall provide CLIENT a 365 Day Money Back Guarantee to ensure its satisfaction with the system. At the purchase date of each module, CLIENT shall have 365 days to "trial" the module. If CLIENT is unsatisfied with the performance of the module, within the 30 days immediately following the 365 day period CLIENT may notify PStrax to cancel the module. PStrax shall provide a full refund of the module's first year annual software license fees and any one-time implementation fees paid to date. Any refunded monies shall be paid by PStrax within 90 days. In order for CLIENT to be eligible for the 365 Day Money Back Guarantee it agrees to:
 - Use commercially reasonable efforts to build, implement and "go-live" with the module.
 - Have its crews use the module as part of their regular operations to consistently log and complete tasks for at least six (6) months of the 365 day period.
 - Attempt to contact and work with PStrax to resolve issues prior to notifying PStrax to cancel the module(s).

3. **TERMINATION NOTICE.** With the exception of Section 2 – 365 Day Money Back Guarantee, CLIENT shall be committed to the entirety of the Initial Term and shall be responsible for the fees of all the licensed modules originally purchased in Exhibit A: Modules & Pricing. At the end of the Initial Term (or any subsequent Renewal Term), either Party may notify the other Party upon 30 days written notice of its intent to terminate this Agreement or to make adjustments to the modules originally purchased in Exhibit A: Modules & Pricing.

4. **AUTO RENEWAL.** Upon the expiration of the Initial Term (or any subsequent Renewal Term), and provided neither Party has given Termination Notice, this Agreement shall be automatically renewed for a one (1) year Renewal Term. This will allow CLIENT to continue using its license(s) without any service interruption. During any Renewal Term, the terms, conditions and provisions set forth in this Agreement shall remain in effect.

5. **LICENSED MODULES.** PSTRax is a hosted "software as a service" that consists of several modules. This Agreement grants CLIENT a license to use one or more of the modules. CLIENT has selected the modules it wants to license in Exhibit A: Modules & Pricing. CLIENT has the right to use the modules for the duration this Agreement remains in effect.

6. **ADDITIONAL MODULES.** CLIENT may license additional modules at any time by executing an amendment to this Agreement. If additional modules are licensed in the first year of this Agreement, PSTRax will honor any previous pricing that was provided.

7. **USER LICENSES.** PSTRax does not limit the numbers of users in the system. CLIENT may add as many users as needed. Each user in the PSTRax system will have a unique login and password and role-based security access for each module.

8. **SCOPE OF WORK.** Pricing for each module is determined by the scope of work. The scope of work is based on either the "number of active" stations, vehicles or managed locations. Active means items being actively managed in the system. Active does not include retired items. CLIENT'S initial scope of work is detailed in Exhibit A: Modules & Pricing.

9. **SCOPE OF WORK INCREASES & ANNUAL AUDIT.** CLIENT is able to add stations, vehicles or managed locations into the system at any time throughout the year. Before each anniversary date, PSTRax will perform an audit of CLIENT'S system to compare the "number of active" stations, vehicles or managed locations to the initial scope of work detailed in Exhibit A: Modules & Pricing. Additional charges may apply if the "number of active" stations, vehicles or managed locations exceeds the initial scope of work. PSTRax shall notify CLIENT about any additional charges due to scope of work increases.

10. ANNUAL INFLATION INCREASE. Annual software license fees may be subject to annual increases to account for inflation. Compared to the previous year's rate, annual increases shall not be more than five (5) percent or the Consumer Price Index (CPI) percentage published by the Bureau of Labor Statistics, whichever is lower.

11. CHANGES TO PRICING TERMS. Occasionally PSTRax makes changes to its pricing terms. With the exception of Section 9 - Scope of Work Increases & Annual Audit and Section 10 - Annual Inflation Adjustments, the general pricing terms in Exhibit A: Modules & Pricing shall be "locked in" for the duration of the Initial Term. After the Initial Term, should a change to the pricing terms be necessary, PSTRax shall notify CLIENT at least 60 days prior to any changes occurring.

12. PAYMENT. PSTRax shall send invoices to the contact provided by CLIENT in the Invoicing section below. Payment terms for all invoices shall be Net-45 days. Annual software license fees and one-time implementation fees shall be invoiced at the time this Agreement is mutually executed by the Parties and according to the preferences selected by CLIENT in Exhibit B: Financing Terms. Each year thereafter, the annual software license fees, and any amortized/spread one-time implementation fees, shall be invoiced at least 30 days prior to the anniversary date. PSTRax may suspend CLIENT'S license(s) in the event of payment delinquency. In the event this Agreement is terminated, any outstanding unpaid fees shall be due including any amortized/spread one-time implementation fees.

13. IMPLEMENTATION. PSTRax shall be responsible for managing the implementation of the modules licensed by CLIENT. This includes set up of the modules, organizing documents provided by CLIENT, configuring modules to CLIENT'S requirements, importing CLIENT'S data, admin training, and assisting with go-live. PSTRax will assign a Project Manager from its team to manage the implementation process and to ensure the project is completed in the agreed upon time period. CLIENT shall provide its existing documentation to PSTRax in a timely manner. CLIENT shall have the opportunity to review and approve the modules prior to go-live.

14. ONGOING CHANGES & SUPPORT. As part of CLIENT'S annual software license fees, PSTRax shall provide unlimited ongoing changes and support to CLIENT including configuration, training, technical support and adjustments for the licensed modules.

15. TRAVEL. PSTRax shall conduct all implementation, training and support meetings with CLIENT virtually using a video conferencing service. Travel is not anticipated and is not included

in the pricing provided. Any travel requested by CLIENT shall be invoiced separately. PSTrax shall have CLIENT approve all travel requests in writing prior to purchasing.

16. CHANGES TO PLATFORM. PSTrax is a multi-tenant platform. PSTrax may, in its sole discretion, make any changes to the modules that it deems necessary or useful to maintain or enhance the quality or delivery of PSTrax's products or services to its customers, the competitive strength of, or market for, PSTrax's products or services, the modules' cost efficiency or performance, or to comply with applicable law.

17. DATA OWNERSHIP & RETENTION. CLIENT owns its data stored in PSTrax under all circumstances. CLIENT may export its data at any time using the front-end user interface. Upon request, PSTrax will provide CLIENT a copy of its data in digital format. CLIENT may request a copy of its data while this Agreement remains in effect, and up to 36 months after the termination of this Agreement. PSTrax shall retain CLIENT'S data for at least 36 months after the termination of this Agreement, unless CLIENT requests otherwise.

18. HOSTING SERVICES. The PSTrax system is hosted by Rackspace Inc. – or a comparable top-tier hosting services provider – and uses commercially reasonable measures to maintain the security, stability and availability of the service. PSTrax and its hosting services provider shall not be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, failure, outages, delay or interruption of service resulting from the hosting services. PSTrax shall use commercially reasonable efforts to resume performance as soon as practicable under the circumstances.

19. FORCE MAJEURE. PSTrax shall not be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, pandemics, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services. PSTrax shall use commercially reasonable efforts to resume performance as soon as practicable under the circumstances.

20. COMPLIANCE. CLIENT is responsible for ensuring that its checks and inspections being documented in PSTrax comply with local, state and federal regulations, including, without limitation, NFPA guidelines, Department of Transportation (DOT) guidelines, OSHA guidelines, DEA requirements, manufacturer recommendations, and the standard operating procedures (SOP) of the authority having jurisdiction (AHJ).

21. INTELLECTUAL PROPERTY. Except for rights expressly granted under this Agreement, nothing in this Agreement shall function to transfer any of either Party's intellectual property rights to the other Party, and Parties shall retain exclusive interest in and ownership of its intellectual property developed before this Agreement or developed outside the scope of this Agreement.

22. CONFIDENTIAL INFORMATION. The terms, provisions, and conditions of this Agreement and any software, materials, information, files, and documentation provided by one Party to the other Party in connection herewith shall be regarded as confidential and proprietary, and shall be treated and maintained as such. Parties shall not disclose any confidential or proprietary information received from the other Party in connection herewith without the prior written consent of the other Party, except as may be required by law and public records requirements.

23. USE OF NAME. CLIENT agrees that PSTrax may identify it as a customer and use CLIENT'S logo in its promotional materials for the purpose of identifying a business relationship only. CLIENT may request that PSTrax stop doing so by submitting an email to marketing@pstrax.com at any time. Customer acknowledges that it may take PSTrax up to 30 days to process such request.

24. DISPUTE RESOLUTION. The Parties agree to attempt to resolve any disputes amicably by mutual discussion. If the dispute cannot be resolved by mutual discussion, the Parties shall participate in mediation to attempt to resolve the dispute before conducting litigation.

25. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

26. LIMITATION OF LIABILITY. In no event shall PSTrax's liability arising out of or related to this Agreement, whether in contract, tort or under any other theory of liability exceed in the aggregate the total annual software license fees paid by CLIENT during the three (3) months immediately preceding the date of the event giving rise to the claim.

27. SEVERABILITY. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement shall be severable and remain in effect.

28. ENTIRETY OF AGREEMENT. This Agreement sets forth the entire Agreement and understanding of the Parties relating to the subject matter contained herein. Neither party shall

be bound by any representation other than as expressly stated in this Agreement, or by a written amendment to this Agreement signed by authorized representatives of the Parties.

29. ELECTRONIC SIGNATURES. The City and Consultant may conduct this transaction, including any Contract amendments, by electronic means, including the use of electronic signatures.

INVOICING

Please provide the best billing contact information for your agency. This should be the person/department that is responsible for receiving and processing invoices.

Name: _____

Title: _____

Email: _____

Phone: _____

Address: _____

ACCEPTANCE

By signing below, CLIENT and PSTrax agree to the pricing, terms and conditions of this Agreement. CLIENT certifies that the signer is an authorized purchaser.

Chickasha Fire Department

Station Automation, Inc. (dba PSTrax)

Signature:

Signature:



Name: _____

Title: _____

Email: _____

Phone: _____

Date: _____

Name: Scott Bergeron

Title: President

Email: scott@pstrax.com

Phone: 303-918-3169

Date: 18 Apr 2023

If signed electronically, a copy of the executed Agreement will be automatically emailed to the Parties. If printed and signed with pen, please email ALL PAGES of this Agreement to sales@pstrax.com.



City of
CHICKASHA

Meeting Type: Council Agenda 8-7-2023

Meeting Date: 8/7/2023

Department: Police Department

Agenda Item No. 6.h.

AGENDA ITEM: Discussion, consideration and possible action to waive the competitive bid process and purchase 25 new AR-15 platform patrol rifles for the Police Department from Ares State Armory, a Sons of Liberty distributor, for an amount not to exceed \$78,625.00.

I. BACKGROUND/DESCRIPTION:

The Police Department patrol rifles are in excess of 20 years old with numerous functional problems, creating various safety issues. Research and demonstrations have been completed for the expected purchase of new rifles. The industry's leading warranty is provided through Sons of Liberty (SOL). The warranty is a LIFETIME warranty including the wear of the weapon including the charging handle, gas tube, buffer spring, etc. This is a budgeted expense. The rifles are on the AR-15 platform in .223 and will be outfitted the same, including sights, optics, slings, suppressors, etc. The Police Department requests the Council waive the competitive bid process as this is the industry-leading warranty. Ares State Armory in Lawton, Oklahoma is a SOL distributor. Ares State Armory has agreed to take our old rifles, magazine, slings, etc in on trade.

II. RECOMMENDED ACTION:

Authorize purchase 25 new AR-15 platform patrol rifles for the Police Department from Ares State Armory, a Sons of Liberty distributor, for an amount not to exceed \$78,625.00.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Goebel Music Chief of Police	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: 08.07.2023	(From)		

V. ATTACHMENTS:

1. Ares State Armory Quote
2. JB Sales Quote
3. Loyal 9 Mfg Quote
4. Signed PO Request
5. SOLGW Warranty Information

ESTIMATE

Ares State Armory, LLC
2210 W Gore Blvd. Suite 5
Lawton, OK 73501

jpowers8340@gmail.com
+1 (580) 699-8897
www.aresstatearmory.com



ARES STATE ARMORY LLC

Chickasha Police Department

Bill to

Chickasha Police Department
2001 W. Iowa Ave
Chickasha, OK 73018 USA

Ship to

Chickasha Police Department
2001 W. Iowa Ave
Chickasha, OK 73018 USA

Estimate details

Estimate no.: 1022
Estimate date: 07/25/2023
Expiration date: 09/25/2023

Product or service	Amount
1. L9-EX03-10.5-556-SBR-N9 Sons of Liberty Gun Works SOLGW L9- 10.5" carbine gas, 9.5" EXO3 Handguard w/ alum QD mount, LFT, LCH, B5 furniture, Milspec Selector, 3 Mags, Soft Case, with NOX 9 muzzle device	25 units × \$1,348.05 \$33,701.25
2. Spiritus Systems SIERRATAC Padded Sling Black w/ QD Swivels SKU: AC-SP-ST-BK-QD Spiritus Systems SIERRATAC Padded Sling Black w/ QD Swivels	25 units × \$75.00 \$1,875.00
3. Dead Air Sandman-S Rifle Suppressor w/ 556 End-Cap- Agency Price-SOLGW Dead Air Sandman-S, Rifle Suppressor, 5.56MM End-Cap, Stainless Steel, Cerakote Black Finish	25 units × \$686.15 \$17,153.75
4. MAG557-BLK-RSR-Agency Pricing Magpul Industries, Magazine, PMAG AR/M4 M3, 223 Remington/556NATO, 30 Rounds, Fits AR Rifles, Black	25 units × \$13.85 \$346.25
5. EOTXPS2-0-SOLGW-Agency Pricing EOtech, XPS2 Holographic Sight, Red 68 MOA Ring with 1 MOA Dot Reticle, Rear Button Controls, Black Finish	25 units × \$492.00 \$12,300.00
6. Surefire M640DF-BK-PRO Surefire, 1640DF Scout Pro Flashlight, LED, 1500 Lumens, Black, 1913 Picatinny Mount installed, MLOK Mount included, Z68 On/Off Tailcap, SF18650B Micro-USB Rechargeable Battery Included	25 units × \$325.00 \$8,125.00
7. MAG275-BLK Magpul Industries, MBUS PRO Front Sight, Fits Picatinny, Flip Up, Steel, Black	25 units × \$80.00 \$2,000.00
8. MAG276-BLK Magpul Industries, MBUS PRO Rear Sight, Fits Picatinny, Flip Up, Steel, Black	25 units × \$99.95 \$2,498.75
9. MAG980-BLK- Agency Pricing Magpul Industries, B.A.D. Lever, Bolt Catch Extension, Fits AR-15, Black	25 units × \$25.00 \$625.00

Total	\$78,625.00
--------------	--------------------

Expiry date	09/25/2023
----------------	------------

JS Sales, LLC

120 NW Valleybrook Dr
Lawton, OK 73505
+1 5806958340
thequietguy119@att.net



Estimate

ADDRESS

Chickasha Police Department
2001 W. Iowa Ave.
Chickasha, OK 73018 USA

SHIP TO

Chickasha Police Department
2001 W. Iowa Ave.
Chickasha, OK 73018 USA

ESTIMATE

1035

DATE

07/25/2023

EXPIRATION

09/25/2023

DATE

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	Sons of Liberty Gun Works 11.5" carbine	25	1,398.99	34,974.75
	Sons of Liberty Gun Works 10.5" carbine gas, 9.5" EXO3 Handguard w/ alum QD mount, LFT, LCH, NOX 9, B5 furniture, Milspec Selector, 3 Mags, Soft Case			
	Dead Air Armament, Sandman-S	25	750.00	18,750.00
	Dead Air Armament, Sandman-S, Rifle Suppressor, 5.56MM End-Cap, Stainless Steel, Cerakote Black Finish			
	EOTECHXPS2-0	25	599.00	14,975.00
	EOTech, XPS2 Holographic Sight, Red 68 MOARing with 1 MOADot Reticle, Rear Button Controls, Black Finish			
	Magpul Industries MBUS PRO Front Sight	25	80.00	2,000.00
	Magpul Industries, MBUS PRO Front Sight, Fits Picatinny, Flip Up, Steel, Black, MAG275-BLK			
	Magpul Industries MBUS PRO Rear Sight	25	99.99	2,499.75
	Magpul Industries, MBUS PRO Rear Sight, Fits Picatinny, Flip Up, Steel, Black, MAG276-BLK			
	Spiritus Systems Sling with QD Mount	25	80.00	2,000.00
	Spiritus Systems Sling with QD Mount			
	SFM640DF-BK-PRO	25	329.95	8,248.75
	Surefire, 1640DF Scout Pro Flashlight, LED, 1500 Lumens, Black, 1913 Picatinny Mount installed, MLOK Mount included, Z68 On/Off Tailcap, SF18650B Micro-USB Rechargeable Battery Included			
	MAG557-BLK-RSR	25	14.20	355.00
	Magpul Industries, Magazine, PMAG AR/M4 M3, 223 Remington/556NATO, 30 Rounds, Fits AR Rifles, Black			
	MAG980-BLK	25	31.30	782.50
	Magpul Industries, B.A.D. Lever, Bolt Catch Extension, Fits AR-15, Black			

Quote good for 60 days. Make payment to JS Sales, LLC

SUBTOTAL	84,585.75
TAX	0.00
TOTAL	\$84,585.75

Accepted By

Accepted Date

Estimate

Loyal 9 Mfg

Loyal 9 Manufacturing
2828 S Laredo St
San Antonio, TX 78207
Phone: +1 2108522859
Email: billing@solgw.com

Order #	Date
SQUOTE-20755	07/25/2023



Bill To: Chickasha Police Department 2001 W. Iowa Ave. Chickasha, OK 73018	Ship To: Chickasha Police Department 2001 W. Iowa Ave. Chickasha, OK 73018
Customer: Chickasha Police Department	Contact: Chickasha Police Department

Sales Rep	Payment Terms	FOB Point	Carrier	Ship Service	Date Scheduled
dealers_solgw	Net 15	Origin	UPS		07/25/2023

Item #	Type	Number	Description	Unit Price	Qty Ordered	Total Price
1	Sale	M4-EXO3-SBR-10.5	LWR: L9 COLOR:ANO MD:NOX9 SEL:MS STS:NONE	\$1,415.15	25 ea	\$ 35,378.75
2	Sale	AC-SP-ST-BK-QD	SIERRATAC SLING W/ QD SWIVELS BLACK	\$78.75	25 ea	\$ 1,968.75
3	Sale	SMS-SOL-ZF	SANDMAN S 5.56 PYRO END CAP W/ NO MUZZLE DEVICE	\$720.45	25 ea	\$ 18,011.25
4	Sale	MGMPI557BLK	Magpul Industries Magazine, M3, 223 Rem/556nato, 30rd, Fits Ar Rifles, Black Finish Mag557-blk Model: M3 Product Type: Magazine Finish/Color: Black Fit: AR Rifles Caliber: 223 Remington	\$14.54	25 ea	\$ 363.50
5	Sale	XPS2-0	EOTECH HWS Non-Night Vision, Red 68 MOA ring with 1 MOA dot; QD	\$516.60	25 ea	\$ 12,915.00
6	Sale	SUREFIRE M640DF SCOUT PRO 1500LM BLK	SUREFIRE M640DF SCOUT PRO 1500LM BLK	\$341.25	25 ea	\$ 8,531.25
7	Sale	MBUSPROFRONT	MBUSPROFRONT	\$84.00	25 ea	\$ 2,100.00
8	Sale	MBUSPROREAR	MBUSPROREAR	\$104.94	25 ea	\$ 2,623.50
9	Sale	MISC	MAGPUL BAD LEVER MAG980-BLK	\$26.25	25 ea	\$ 656.25

Subtotal: \$82,548.25
Sales Tax: \$0.00
Total: \$82,548.25

Approval:_____ Date:_____

ITAR Notice: Export of the commodities described herein may be strictly prohibited without a valid export license issued by the U.S. Department of State, Office of Defense Trade Controls prescribed in the International Traffic in Arms Regulation (ITAR), Title 22, Code of Federal Regulations, Parts 120-130.

CITY OF CHICKASHA PURCHASE REQUEST

DATE: 7.26.2023
 DEPT: Police
 DELIVER TO: Chief Music

☐ open ☐ rec

PO # _____

VENDOR # _____

VENDORS	Vendor # 1 ☐	Vendor # 2 ☐	Vendor # 3 ☒
NAME	JS Sales	Loyal 9 Mfg.	Ares State Armory
ADDRESS	120 NW Valleybrook Dr.	2828 S. Loreda St.	2210 W. Gore Blvd., Ste 5
CITY	Lawton, OK. 73505	San Antonio, Tx. 78207	Lawton, OK. 73501

BUDGET BALANCE	ITEM-DESCRIPTION	QTY	TOTAL PRICE VENDOR # 1	TOTAL PRICE VENDOR # 2	TOTAL PRICE VENDOR # 3
\$117,000.00	SOL AR15 platform 223 with	25	\$84,585.75	82,548.25	78,625.00
	optics, lights, slings, magazines,				
	suppressors, fixed sights and				
	BAD levers				
TOTAL			\$84,585.75	82,548.25	78,625.00
CASH DISCOUNT			()	()	()
TOTAL GROSS PRICE			\$84,585.75	82,548.25	78,625.00
TOTAL FREIGHT			\$0.00	0	0
TOTAL			\$84,585.75	82,548.25	78,625.00

DISBURSEMENT

FUND: 11

DEPT: 541

ITEM: 6300-058

045

TOTAL GROSS PRICE

TOTAL FREIGHT

TOTAL

COMMENTS: SOL (Sons of Liberty) is a sole source provider of a patrol rifle with a LIFETIME replacement warranty including wear. This is the ONLY warranty like it in the industry. They also instruct a specific armorers course for their weapons and provide a replacement weapon if used in the line of duty.

ALL EXPENDITURES OF MORE THAN \$500 MUST BE SUPPORTED BY VERBAL OR WRITTEN QUOTATIONS, MORE THAN \$1,000 MUST BE SUPPORTED BY FORMAL WRITTEN QUOTATIONS AND MORE THAN \$3,500 MUST BE DONE THROUGH A FORMAL BID PROCESS. QUOTATIONS MUST BE FROM AT LEAST THREE (3) RESPONSIBLE BIDDERS AND MUST BE ATTACHED.

QUOTATIONS TAKEN BY: (Printed Name/Signature)

S.C. Musch / [Signature] #300

CIRCLE ONE			APPROVAL	
BID ONLY	RUSH	CONTRACT ONLY	DEPARTMENT HEAD	[Signature] #300
QUOTATIONS ONLY			DIRECTOR OF FINANCE	[Signature] Jensen
			CITY MANAGER	[Signature]

TO: Chief Music
Chickasha Police

FROM: William Phebus, Director of Sales and Business Development
Loyal 9 Mfg. / Sons of Liberty Gun Works
Cell: 985-634-9366

Warranty Coverage:

L9 Mfg. warrants that the M4-L89 firearm is free from defects in materials and workmanship under normal use and service conditions for the lifetime.

Lifetime Coverage for All Parts:

This warranty extends to all components of the M4-L89 firearm, including but not limited to:

- Upper Receiver
- Lower Receiver
- Barrel
- Gas System
- Stock
- Bolt Carrier Group (BCG)
- Recoil Assembly
- Trigger Group
- Handguard
- Sights
- Grip
- Any other internal or external parts

Craftsmanship:

Our commitment to exceptional craftsmanship means that the M4-L89 firearm has been meticulously designed and manufactured to meet the highest industry standards. We take great pride in the quality of our work and are confident that your firearm will perform flawlessly.

Warranty Claim Process:

In the unlikely event that you experience any issues covered by this warranty, please contact administrator at william@l9mfg.com

Limitations and Exclusions:

We stand behind the quality of the M4-L89 firearm, THERE ARE ZERO limitations or exclusions that will void this warranty.

Transferability:

This warranty is transferable. If it has our name on it, we cover it.

Our Commitment:

At L9 Mfg. we are dedicated to your satisfaction and are confident in the quality and reliability of our products. Should any covered issues arise rest assured that we will promptly address them to your complete satisfaction.

Sincerely,
William Phebus
Director of Sales and Business Development
Loyal 9 Mfg.
www.l9mfg.com
© 995.634.9366

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SONS OF LIBERTY GUN WORKS

LAW ENFORCEMENT PROGRAMS

DEPARTMENT PURCHASE

(FAET EXEMPT)

OUR COMMITMENT

Loyal 9 Mfg. / Sons of Liberty Gun Works (SOLGW) is pleased to provide you with the best products. This website provides detailed information to build our platforms.

Got any questions? I'm happy to help.

Our material specifications will give you a better understanding of how our products are made and what makes them so reliable. We're proud to offer a product that not only looks great but runs reliably in any environment.

We also understand many customers are looking for a customized rifle solution to meet their exact needs. We can provide an accurate quote based on the final configuration of the rifle specifications, to include any peripherals such as illumination, optics, visible and IR laser aiming devices, sound suppressors, and more. We have nearly a decade of providing customized solutions for customers of all budgetary and mission driven parameters.

DUTY USE REPLACEMENT PROGRAM

If a duly sworn law enforcement officer uses any personally owned or department-issued L9 Mfg. / SOLGW firearm in the course of their official duties and is without it for any reason (including evidentiary procedures), L9 Mfg. / SOLGW will provide that officer/ agency with an equivalent loaner until such time as the solely owned/issued weapon is returned by the investigating authority.

L9 Mfg. / SOLGW WARRANTY

While most manufacturers, including our competitors, offer a material defect warranty that expires after one calendar year... our warranty covers the lifetime of the weapon system, including normal wear and tear. In addition to free barrel replacement, our warranty covers all small operational parts. i.e.. Gas rings, buffer springs, extractor springs, hammer springs, etc.. at the time those parts show signs of unacceptable wear.

The following rifles are popular with Dept users across the country: (for detailed specs visit www.l9mfg.com)

Patrol SL Series



M4-89 Series



DUTY USE REPLACEMENT PROGRAM (DRP)

If a local or state Law Enforcement Officer uses their rifle in the performance of their duties and is without it for any reason including evidentiary procedures. Sons of Liberty Gun Works will provide them with an equivalent loaner, or replacement if the rifle was damaged or destroyed in the line of duty. This policy applies to individual officer's weapons and local and state department weapons purchased from Sons of Liberty Gun Works for life. DEPARTMENTS WE CAN TAILOR THE PACKAGES FOR YOUR NEEDS. IN ORDER TO SIGN UP AN OFFICER, CAPTAIN OR ABOVE, MUST SIGN THE DUTY APPROVED SIGN UP FORM. FROM THERE ALL OFFICERS OF THAT DEPARTMENT CAN REQUEST ACCESS TO THE PROGRAM.

WEAPON TRADE-IN PROGRAM

Sons of Liberty takes trade-ins of used departmental weapons. We will take department rifles, NFA items, evidence guns, and pistols. These weapons must be traded in for new Sons of Liberty rifles. With the exception of NFA items (Post Sample machine guns in particular). Have excess weapons that have been sitting in your armory for years? Send pictures to william@solgw.com and we will make an offer.

WEAPON OVERHAUL PROGRAM

Don't have the budget room to replace your existing weapons or have weapons who see limited use? Let us evaluate them for repair and upgrade. We can enhance the safety and reliability of your rifles and breathe new life into them. Including replacing buffer, extractor and ejector springs, restaking bolt carrier keys, replacement of worn-out barrels and fire control groups. Contact william@solgw.com

ARMORERS TRAINING

Let us train your armorers through our 2-Day Armorers course, either at our facility or yours. We have done this class in other states for up to 30 students. We can provide your departments armorers with an outstanding knowledge base on the M4/Ar-15 platform. Our class is not limited to how to assemble the rifle, it covers the materials, the science and history of the platform.

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Firearms Products and Parts and or components on this site are controlled by the International Traffic in Arms Regulations (ITAR). These controls take the form of export regulations and license requirements. As part of the express consideration provided for receipt of Sons of Liberty Gun Works goods, technical data and/or services, you, our customer, acknowledge that the export, re-export or other transfer, directly or indirectly, of the goods, technical data and/or services provided by Sons of Liberty Gun Works in violation of U.S. law is prohibited. Customers acquiring ITAR goods, technical data and/or

services from Sons of Liberty Gun Works shall be responsible for obtaining any necessary U.S. or other government authorization required to ensure compliance with applicable export laws.

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Site Design by SummerGlen Creative



City of
CHICKASHA

Meeting Type: Council Agenda 8-7-2023

Meeting Date: 8/7/2023

Department: Police Department

Agenda Item No. 6.i.

AGENDA ITEM: Discussion, consideration and possible action to authorize the purchase of 10 new Glock 47, 9mm MOS with Glock night sights, Part# PA475S700MOS on State Contract #SW0220 from Oklahoma Sporting Supplies, Inc. DBA H & H Shooting Sports for an amount not to exceed \$4,810.00..

I. BACKGROUND/DESCRIPTION:

The Police Department needs to purchase an additional 10 new Glock 47, 9mm MOS handguns with night sights, Part# PA475S700MOS, for the patrol division. Oklahoma Sporting Supplies, Inc. DBA H & H Shooting Sports is a State Contract vendor; the State Contract number is #SW0220. This is a budgeted expense.

II. RECOMMENDED ACTION:

Authorize the purchase of 10 new Glock 47, 9mm MOS with Glock night sights, Part# PA475S700MOS on State Contract #SW0220 from Oklahoma Sporting Supplies, Inc. DBA H & H Shooting Sports for an amount not to exceed \$4,810.00..

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Goebel Music Chief of Police	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: 08.07.2023	(From)		

V. ATTACHMENTS:

1. CHICKASHA PD GLOCK 47 MOS GNS 07312023
2. H & H PS 6327 - signed
3. SW0220_HH_Contract - signed (1)



State of Oklahoma

Contract ID 0000000000000000000006327			Page 1 of 1	
Contract Dates 10/28/2021 to 09/25/2023	Currency USD	Rate Type CRRNT	Rate Date PO Date	
Description: SW220 Ammo, Firearms, LE Supply		Contract Maximum 0.00		
TYPE: STATEWIDE				

Tax Exempt? Y Tax Exempt ID:736017987

Line #	Cat CD / Item ID / Item Desc	UOM	Minimum Order		Maximum / Open	
			Qty	Amt	Qty	Amt
1	46101500 / FIREARMS BRANDS OFFERED: GLOCK SIG SAUER DANIEL DEFENSE SMITH & WESSON	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing	1.00000	EA	0001		
2	46151500 / LAW ENFORCEMENT SUPPLIES SAFARILAND - 25% DISCOUNT LOOPER BRAND- 25% DISCOUNT BIANCHI - 28% DISCOUNT FIRST TACTICAL - 20% DISCOUNT C&G HOLSTERS - 20% DISCOUNT	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing	1.00000	EA	0001		

VENDOR CONTACT:
MIKE RUST
405-947-3888 X 132
mike.rust@hhshootingsports.com

Contract Period: 09/26/2022-09/25/2023

Final = The price is final after adjustments
Hard = Apply adjustments regardless of other adjustments
Skip = Skip adjustments if any other adjustments have been applied

Authorized Signature

F. Faur

PS 6327

Final Audit Report

2022-08-19

Created:	2022-08-19
By:	Ty Welch (ty.welch@omes.ok.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAEek0PTg0h2Ndx2pFNVQHGO6PMcYZBsl_

"PS 6327" History

-  Document created by Ty Welch (ty.welch@omes.ok.gov)
2022-08-19 - 3:55:56 PM GMT- IP address: 165.225.216.89
-  Document emailed to Joseph Farani (joseph.farani@omes.ok.gov) for signature
2022-08-19 - 3:57:13 PM GMT
-  Document e-signed by Joseph Farani (joseph.farani@omes.ok.gov)
Signature Date: 2022-08-19 - 5:26:49 PM GMT - Time Source: server- IP address: 165.225.216.108
-  Agreement completed.
2022-08-19 - 5:26:49 PM GMT

**STATE OF OKLAHOMA STATEWIDE CONTRACT WITH OKLAHOMA SPORTING
SUPPLIES INC DBA H & H SHOOTING SPORTS**

This State of Oklahoma Statewide Contract (“Contract”) is entered into between the state of Oklahoma by and through the Office of Management and Enterprise Services and Oklahoma Sporting Supplies, Inc dba H & H Shooting Sports (“Supplier”) and is effective September 27, 2021.

Purpose

The State is awarding this Contract to Supplier for the provision of the purchase of Firearms, Ammunition, and Law Enforcement Supplies, as more particularly described in certain Contract Documents. Supplier submitted a proposal. This Contract memorializes the agreement of the parties with respect to terms of the Contract that is being awarded to Supplier.

Now, therefore, in consideration of the foregoing and the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged the parties agree as follows:

1. The parties agree that Supplier has not yet begun performance of work under this Contract. Upon full execution of this Contract, Supplier may begin work. Issuance of a purchase order is required prior to payment to a Supplier.
2. The following Contract Documents are attached hereto and incorporated herein:
 - 2.1. Solicitation, Attachment A;
 - 2.2. General Terms, Attachment B;
 - 2.3. Specific Statewide Terms, Attachment C;
 - 2.4. Bid, Exhibit 1
3. Any reference to a Contract Document refers to such Contract Document as it may have been amended. If and to the extent any provision is in multiple documents and addresses the same or substantially the same subject matter but does not create an actual conflict, the more recent provision is deemed to supersede earlier versions.

STATE OF OKLAHOMA
by and through the
OFFICE OF MANAGEMENT AND
ENTERPRISE SERVICES

OKLAHOMA SPORTING SUPPLIES, INC
DBA H & H SHOOTING SPORTS

By: Dan Sivard

Name: Dan Sivard

Title: State Purchasing Director

Date: Oct 17, 2021

By: Michal R. Rust
Michal R. Rust (Oct 12, 2021 11:22 CDT)

Name: Michal R. Rust

Title: Vice President of Retail Operations

Date: Oct 12, 2021

Tim Tuck
Tim Tuck (Oct 14, 2021 12:06 CDT)

Oct 14, 2021

Reviewed & Approved by OMES Legal

ATTACHMENT A
SOLICITATION NO. 0900000488
SW0220 – Ammunition, Firearms, and Law Enforcement Supplies

This Solicitation is a Contract Document and is a request for proposal in connection with the Contract awarded by the Office of Management and Enterprise Services as more particularly described below. Any defined term used herein but not defined herein shall have the meaning ascribed in the General Terms or other Contract Document.

PURPOSE

The Contract is awarded as a statewide contract for the purchase of ammunition, firearms, and law enforcement supplies for use by Oklahoma governmental agencies.

1. Contract Term and Renewal Options

The initial Contract term, which begins September 27, 2021 is one year and there are four one-year options to renew the Contract.

2. Certain Contract requirements and terms are attached hereto as Exhibit 1 and incorporated herein.

ATTACHMENT B

STATE OF OKLAHOMA GENERAL TERMS

This State of Oklahoma General Terms (“General Terms”) is a Contract Document in connection with a Contract awarded by the Office of Management and Enterprise Services on behalf of the State of Oklahoma.

In addition to other terms contained in an applicable Contract Document, Supplier and State agree to the following General Terms:

1 Scope and Contract Renewal

- 1.1** Supplier may not add products or services to its offerings under the Contract without the State’s prior written approval. Such request may require a competitive bid of the additional products or services. If the need arises for goods or services outside the scope of the Contract, Supplier shall contact the State.
- 1.2** At no time during the performance of the Contract shall the Supplier have the authority to obligate any Customer for payment for any products or services (a) when a corresponding encumbering document is not signed or (b) over and above an awarded Contract amount. Likewise, Supplier is not entitled to compensation for a product or service provided by or on behalf of Supplier that is neither requested nor accepted as satisfactory.
- 1.3** If applicable, prior to any Contract renewal, the State shall subjectively consider the value of the Contract to the State, the Supplier’s performance under the Contract, and shall review certain other factors, including but not limited to the: a) terms and conditions of Contract Documents to determine validity with current State and other applicable statutes and rules; b) current pricing and discounts offered by Supplier; and c) current products, services and support offered by Supplier. If the State determines changes to the Contract are required as a condition precedent to renewal, the State and Supplier will cooperate in good faith to evidence such required changes in an Addendum. Further, any request for a price increase in connection with a renewal or otherwise will be conditioned on the Supplier providing appropriate documentation supporting the request.
- 1.4** The State may extend the Contract for ninety (90) days beyond a final renewal term at the Contract compensation rate for the extended period. If the State exercises such option to extend ninety (90) days, the State shall notify the

Supplier in writing prior to Contract end date. The State, at its sole option and to the extent allowable by law, may choose to exercise subsequent ninety (90) day extensions at the Contract pricing rate, to facilitate the finalization of related terms and conditions of a new award or as needed for transition to a new Supplier.

- 1.5 Supplier understands that supplier registration expires annually and, pursuant to OAC 260:115-3-3, Supplier shall maintain its supplier registration with the State as a precondition to a renewal of the Contract.

2 Contract Effectiveness and Order of Priority

- 2.1 Unless specifically agreed in writing otherwise, the Contract is effective upon the date last signed by the parties. Supplier shall not commence work, commit funds, incur costs, or in any way act to obligate the State until the Contract is effective.
- 2.2 Contract Documents shall be read to be consistent and complementary. Any conflict among the Contract Documents shall be resolved by giving priority to Contract Documents in the following order of precedence:
 - A. any Addendum;
 - B. any applicable Solicitation;
 - C. any Contract-specific terms contained in a Contract Document including, without limitation, information technology terms and terms specific to a statewide Contract or a State agency Contract;
 - D. the terms contained in this Contract Document;
 - E. any successful Bid as may be amended through negotiation and to the extent the Bid does not otherwise conflict with the Solicitation or applicable law;
 - F. any statement of work, work order, or other similar ordering document as applicable; and
 - G. other mutually agreed Contract Documents.
- 2.3 If there is a conflict between the terms contained in this Contract Document or in Contract-specific terms and an agreement provided by or on behalf of Supplier including but not limited to linked or supplemental documents which alter or diminish the rights of Customer or the State, the conflicting terms provided by Supplier shall not take priority over this Contract Document or

Acquisition-specific terms. In no event will any linked document alter or override such referenced terms except as specifically agreed in an Addendum.

- 2.4 Any Contract Document shall be legibly written in ink or typed. All Contract transactions, and any Contract Document related thereto, may be conducted by electronic means pursuant to the Oklahoma Uniform Electronic Transactions Act.

3 **Modification of Contract Terms and Contract Documents**

- 3.1 The Contract may only be modified, amended, or expanded by an Addendum. Any change to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials made unilaterally by the Supplier, is a material breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including without limitation, any unauthorized written Contract modification, shall be void and without effect and the Supplier shall not be entitled to any claim under the Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the Contract.
- 3.2 Any additional terms on an ordering document provided by Supplier are of no effect and are void unless mutually executed. OMES bears no liability for performance, payment or failure thereof by the Supplier or by a Customer other than OMES in connection with an Acquisition.

4 **Definitions**

In addition to any defined terms set forth elsewhere in the Contract, the Oklahoma Central Purchasing Act and the Oklahoma Administrative Code, Title 260, the parties agree that, when used in the Contract, the following terms are defined as set forth below and may be used in the singular or plural form:

- 4.1 **Acquisition** means items, products, materials, supplies, services and equipment acquired by purchase, lease purchase, lease with option to purchase, value provided or rental under the Contract.
- 4.2 **Addendum** means a mutually executed, written modification to a Contract Document.
- 4.3 **Amendment** means a written change, addition, correction or revision to the Solicitation.
- 4.4 **Bid** means an offer a Bidder submits in response to the Solicitation.

- 4.5 **Bidder** means an individual or business entity that submits a Bid in response to the Solicitation.
- 4.6 **Contract** means the written, mutually agreed and binding legal relationship resulting from the Contract Documents and an appropriate encumbering document as may be amended from time to time, which evidences the final agreement between the parties with respect to the subject matter of the Contract.
- 4.7 **Contract Document** means this document; any master or enterprise agreement terms entered into between the parties that are mutually agreed to be applicable to the Contract; any Solicitation; any Contract-specific terms; any Supplier's Bid as may be negotiated; any statement of work, work order, or other similar mutually executed ordering document; other mutually executed documents and any Addendum.
- 4.8 **Customer** means the entity receiving goods or services contemplated by the Contract.
- 4.9 **Debarment** means action taken by a debarring official under federal or state law or regulations to exclude any business entity from inclusion on the Supplier list; bidding; offering to bid; providing a quote; receiving an award of contract with the State and may also result in cancellation of existing contracts with the State.
- 4.10 **Destination** means delivered to the receiving dock or other point specified in the applicable Contract Document.
- 4.11 **Indemnified Parties** means the State and Customer and/or its officers, directors, agents, employees, representatives, contractors, assignees and designees thereof.
- 4.12 **Inspection** means examining and testing an Acquisition (including, when appropriate, raw materials, components, and intermediate assemblies) to determine whether the Acquisition meets Contract requirements.
- 4.13 **Moral Rights** means any and all rights of paternity or integrity of the Work Product and the right to object to any modification, translation or use of the Work Product and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.
- 4.14 **OAC** means the Oklahoma Administrative Code.
- 4.15 **OMES** means the Office of Management and Enterprise Services.

- 4.16 Solicitation** means the document inviting Bids for the Acquisition referenced in the Contract and any amendments thereto.
- 4.17 State** means the government of the state of Oklahoma, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the state of Oklahoma.
- 4.18 Supplier** means the Bidder with whom the State enters into the Contract awarded pursuant to the Solicitation or the business entity or individual that is a party to the Contract with the State.
- 4.19 Suspension** means action taken by a suspending official under federal or state law or regulations to suspend a Supplier from inclusion on the Supplier list; be eligible to submit Bids to State agencies and be awarded a contract by a State agency subject to the Central Purchasing Act.
- 4.20 Supplier Confidential Information** means certain confidential and proprietary information of Supplier that is clearly marked as confidential and agreed by the State Purchasing Director or Customer, as applicable, but does not include information excluded from confidentiality in provisions of the Contract or the Oklahoma Open Records Act.
- 4.21 Work Product** means any and all deliverables produced by Supplier under a statement of work or similar Contract Document issued pursuant to this Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the Contract effective date including but not limited to any (i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (ii) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, (vii) all other goods, services or deliverables to be provided by or on behalf of Supplier under the Contract and (viii) all Intellectual Property Rights in any of the foregoing, and which are or were created,

prepared, developed, invented or conceived for the use of benefit of Customer in connection with this Contract or with funds appropriated by or for Customer or Customer's benefit (a) by any Supplier personnel or Customer personnel or (b) any Customer personnel who then became personnel to Supplier or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Supplier or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

5 Pricing

- 5.1** Pursuant to 68 O.S. §§ 1352, 1356, and 1404, State agencies are exempt from the assessment of State sales, use, and excise taxes. Further, State agencies and political subdivisions of the State are exempt from Federal Excise Taxes pursuant to Title 26 of the United States Code. Any taxes of any nature whatsoever payable by the Supplier shall not be reimbursed.
- 5.2** Pursuant to 74 O.S. §85.40, all travel expenses of Supplier must be included in the total Acquisition price.
- 5.3** The price of a product offered under the Contract shall include and Supplier shall prepay all shipping, packaging, delivery and handling fees. All product deliveries will be free on board Customer's Destination. No additional fees shall be charged by Supplier for standard shipping and handling. If Customer requests expedited or special delivery, Customer may be responsible for any charges for expedited or special delivery.

6 Ordering, Inspection, and Acceptance

- 6.1** Any product or service furnished under the Contract shall be ordered by issuance of a valid purchase order or other appropriate payment mechanism, including a pre-encumbrance, or by use of a valid Purchase Card. All orders and transactions are governed by the terms and conditions of the Contract. Any purchase order or other applicable payment mechanism dated prior to termination or expiration of the Contract shall be performed unless mutually agreed in writing otherwise.
- 6.2** Services will be performed in accordance with industry best practices and are subject to acceptance by the Customer. Notwithstanding any other provision in the Contract, deemed acceptance of a service or associated deliverable shall not apply automatically upon receipt of a deliverable or upon provision of a service.

Supplier warrants and represents that a product or deliverable furnished by or through the Supplier shall individually, and where specified by Supplier to perform as a system, be substantially uninterrupted and error-free in operation and guaranteed against faulty material and workmanship for a warranty period of the greater of ninety (90) days from the date of acceptance or the maximum allowed by the manufacturer. A defect in a product or deliverable furnished by or through the Supplier shall be repaired or replaced by Supplier at no additional cost or expense to the Customer if such defect occurs during the warranty period.

Any product to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the Customer at Destination. The Customer assumes no responsibility for a product until accepted by the Customer. Title and risk of loss or damage to a product shall be the responsibility of the Supplier until accepted. The Supplier shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.

Pursuant to OAC 260:115-9-5, payment for an Acquisition does not constitute final acceptance of the Acquisition. If subsequent inspection affirms that the Acquisition does not meet or exceed the specifications of the order or that the Acquisition has a latent defect, the Supplier shall be notified as soon as is reasonably practicable. The Supplier shall retrieve and replace the Acquisition at Supplier's expense or, if unable to replace, shall issue a refund to Customer. Refund under this section shall not be an exclusive remedy.

- 6.3 Supplier shall deliver products and services on or before the required date specified in a Contract Document. Failure to deliver timely may result in liquidated damages as set forth in the applicable Contract Document. Deviations, substitutions, or changes in a product or service, including changes of personnel directly providing services, shall not be made unless expressly authorized in writing by the Customer. Any substitution of personnel directly providing services shall be a person of comparable or greater skills, education and experience for performing the services as the person being replaced. Additionally, Supplier shall provide staff sufficiently experienced and able to perform with respect to any transitional services provided by Supplier in connection with termination or expiration of the Contract.
- 6.4 Product warranty and return policies and terms provided under any Contract Document will not be more restrictive or more costly than warranty and return policies and terms for other similarly situated customers for a like product.

7 Invoices and Payment

- 7.1** Supplier shall be paid upon submission of a proper invoice(s) at the prices stipulated in the Contract in accordance with 74 O.S. §85.44B which requires that payment be made only after products have been provided and accepted or services rendered and accepted.

The following terms additionally apply:

- A.** An invoice shall contain the purchase order number, description of products or services provided and the dates of such provision.
- B.** Failure to provide a timely and proper invoice may result in delay of processing the invoice for payment. Proper invoice is defined at OAC 260:10-1-2.
- C.** Payment of all fees under the Contract shall be due NET 45 days. Payment and interest on late payments are governed by 62 O.S. §34.72. Such interest is the sole and exclusive remedy for late payments by a State agency and no other late fees are authorized to be assessed pursuant to Oklahoma law.
- D.** The date from which an applicable early payment discount time is calculated shall be from the receipt date of a proper invoice. There is no obligation, however, to utilize an early payment discount.
- E.** If an overpayment or underpayment has been made to Supplier any subsequent payments to Supplier under the Contract may be adjusted to correct the account. A written explanation of the adjustment will be issued to Supplier.
- F.** Supplier shall have no right of setoff.
- G.** Because funds are typically dedicated to a particular fiscal year, an invoice will be paid only when timely submitted, which shall in no instance be later than six (6) months after the end of the fiscal year in which the goods are provided or services performed.
- H.** The Supplier shall accept payment by Purchase Card as allowed by Oklahoma law.

8 Maintenance of Insurance, Payment of Taxes, and Workers' Compensation

- 8.1** As a condition of this Contract, Supplier shall procure at its own expense, and provide proof of, insurance coverage with the applicable liability limits set

forth below and any approved subcontractor of Supplier shall procure and provide proof of the same coverage. The required insurance shall be underwritten by an insurance carrier with an A.M. Best rating of A- or better.

Such proof of coverage shall additionally be provided to the Customer if services will be provided by any of Supplier's employees, agents or subcontractors at any Customer premises and/or employer vehicles will be used in connection with performance of Supplier's obligations under the Contract. Supplier may not commence performance hereunder until such proof has been provided. Additionally, Supplier shall ensure each insurance policy includes a thirty (30) day notice of cancellation and name the State and its agencies as certificate holder and shall promptly provide proof to the State of any renewals, additions, or changes to such insurance coverage. Supplier's obligation to maintain insurance coverage under the Contract is a continuing obligation until Supplier has no further obligation under the Contract. Any combination of primary and excess or umbrella insurance may be used to satisfy the limits of coverage for Commercial General Liability, Auto Liability and Employers' Liability. Unless agreed between the parties and approved by the State Purchasing Director, the minimum acceptable insurance limits of liability are as follows:

- A.** Workers' Compensation and Employer's Liability Insurance in accordance with and to the extent required by applicable law;
- B.** Commercial General Liability Insurance covering the risks of personal injury, bodily injury (including death) and property damage, including coverage for contractual liability, with a limit of liability of not less than \$5,000,000 per occurrence;
- C.** Automobile Liability Insurance with limits of liability of not less than \$5,000,000 combined single limit each accident;
- D.** Directors and Officers Insurance which shall include Employment Practices Liability as well as Consultant's Computer Errors and Omissions Coverage, if information technology services are provided under the Contract, with limits not less than \$5,000,000 per occurrence;
- E.** Security and Privacy Liability insurance, including coverage for failure to protect confidential information and failure of the security of Supplier's computer systems that results in unauthorized access to Customer data with limits \$5,000,000 per occurrence; and
- F.** Additional coverage required in writing in connection with a particular Acquisition.

- 8.2** Supplier shall be entirely responsible during the existence of the Contract for the liability and payment of taxes payable by or assessed to Supplier or its employees, agents and subcontractors of whatever kind, in connection with the Contract. Supplier further agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and Workers' Compensation. Neither Customer nor the State shall be liable to the Supplier, its employees, agents, or others for the payment of taxes or the provision of unemployment insurance and/or Workers' Compensation or any benefit available to a State or Customer employee.
- 8.3** Supplier agrees to indemnify Customer, the State, and its employees, agents, representatives, contractors, and assignees for any and all liability, actions, claims, demands, or suits, and all related costs and expenses (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) relating to tax liability, unemployment insurance and/or Workers' Compensation in connection with its performance under the Contract.

9 Compliance with Applicable Laws

- 9.1** As long as Supplier has an obligation under the terms of the Contract and in connection with performance of its obligations, the Supplier represents its present compliance, and shall have an ongoing obligation to comply, with all applicable federal, State, and local laws, rules, regulations, ordinances, and orders, as amended, including but not limited to the following:
- A.** Drug-Free Workplace Act of 1988 set forth at 41 U.S.C. §81.
 - B.** Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations which prohibit the use of facilities included on the EPA List of Violating Facilities under nonexempt federal contracts, grants or loans;
 - C.** Prospective participant requirements set at 45 C.F.R. part 76 in connection with Debarment, Suspension and other responsibility matters;
 - D.** 1964 Civil Rights Act, Title IX of the Education Amendment of 1972, Section 504 of the Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, and Executive Orders 11246 and 11375;
 - E.** Anti-Lobbying Law set forth at 31 U.S.C. §1325 and as implemented at 45 C.F.R. part 93;

- F.** Requirements of Internal Revenue Service Publication 1075 regarding use, access and disclosure of Federal Tax Information (as defined therein);
 - G.** Obtaining certified independent audits conducted in accordance with Government Auditing Standards and Office of Management and Budget Uniform Guidance, 2 CFR 200 Subpart F §200.500 et seq. with approval and work paper examination rights of the applicable procuring entity;
 - H.** Requirements of the Oklahoma Taxpayer and Citizen Protection Act of 2007, 25 O.S. §1312 and applicable federal immigration laws and regulations and be registered and participate in the Status Verification System. The Status Verification System is defined at 25 O.S. §1312, includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security, and is available at www.dhs.gov/E-Verify;
 - I.** Requirements of the Health Insurance Portability and Accountability Act of 1996; Health Information Technology for Economic and Clinical Health Act; Payment Card Industry Security Standards; Criminal Justice Information System Security Policy and Security Addendum; and Family Educational Rights and Privacy Act; and
 - J.** Be registered as a business entity licensed to do business in the State, have obtained a sales tax permit, and be current on franchise tax payments to the State, as applicable.
- 9.2** The Supplier's employees, agents and subcontractors shall adhere to applicable Customer policies including, but not limited to acceptable use of Internet and electronic mail, facility and data security, press releases, and public relations. As applicable, the Supplier shall adhere to the State Information Security Policy, Procedures, Guidelines set forth at https://omes.ok.gov/sites/g/files/gmc316/f/InfoSecPPG_0.pdf. Supplier is responsible for reviewing and relaying such policies covering the above to the Supplier's employees, agents and subcontractors.
- 9.3** At no additional cost to Customer, the Supplier shall maintain all applicable licenses and permits required in association with its obligations under the Contract.
- 9.4** In addition to compliance under subsection 9.1 above, Supplier shall have a continuing obligation to comply with applicable Customer-specific mandatory

contract provisions required in connection with the receipt of federal funds or other funding source.

- 9.5** The Supplier is responsible to review and inform its employees, agents, and subcontractors who provide a product or perform a service under the Contract of the Supplier's obligations under the Contract and Supplier certifies that its employees and each such subcontractor shall comply with minimum requirements and applicable provisions of the Contract. At the request of the State, Supplier shall promptly provide adequate evidence that such persons are its employees, agents or approved subcontractors and have been informed of their obligations under the Contract.
- 9.6** As applicable, Supplier agrees to comply with the Governor's Executive Orders related to the use of any tobacco product, electronic cigarette or vaping device on any and all properties owned, leased, or contracted for use by the State, including but not limited to all buildings, land and vehicles owned, leased, or contracted for use by agencies or instrumentalities of the State.
- 9.7** The execution, delivery and performance of the Contract and any ancillary documents by Supplier will not, to the best of Supplier's knowledge, violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination of, any written contract or other instrument between Supplier and any third party.
- 9.8** Supplier represents that it has the ability to pay its debts when due and it does not anticipate the filing of a voluntary or involuntary bankruptcy petition or appointment of a receiver, liquidator or trustee.
- 9.9** Supplier represents that, to the best of its knowledge, any litigation or claim or any threat thereof involving Supplier has been disclosed in writing to the State and Supplier is not aware of any other litigation, claim or threat thereof.
- 9.10** If services provided by Supplier include delivery of an electronic communication, Supplier shall ensure such communication and any associated support documents are compliant with Section 508 of the Federal Rehabilitation Act and with State standards regarding accessibility. Should any communication or associated support documents be non-compliant, Supplier shall correct and re-deliver such communication immediately upon discovery or notice, at no additional cost to the State. Additionally, as part of compliance with accessibility requirements where documents are only provided in non-electronic format, Supplier shall promptly provide such communication and any associated support documents in an alternate format

usable by individuals with disabilities upon request and at no additional cost, which may originate from an intended recipient or from the State.

10 Audits and Records Clause

- 10.1** As used in this clause and pursuant to 67 O.S. §203, “record” includes a document, book, paper, photograph, microfilm, computer tape, disk, record, sound recording, film recording, video record, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. Supplier agrees any pertinent federal or State agency or governing entity of a Customer shall have the right to examine and audit, at no additional cost to a Customer, all records relevant to the execution and performance of the Contract except, unless otherwise agreed, costs of Supplier that comprise pricing under the Contract.
- 10.2** The Supplier is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion or termination of an Acquisition unless otherwise indicated in the Contract terms. If a claim, audit, litigation or other action involving such records is started before the end of the seven-year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.
- 10.3** Pursuant to 74 O.S. §85.41, if professional services are provided hereunder, all items of the Supplier that relate to the professional services are subject to examination by the State agency, State Auditor and Inspector and the State Purchasing Director.

11 Confidentiality

- 11.1** The Supplier shall maintain strict security of all State and citizen data and records entrusted to it or to which the Supplier gains access, in accordance with and subject to applicable federal and State laws, rules, regulations, and policies and shall use any such data and records only as necessary for Supplier to perform its obligations under the Contract. The Supplier further agrees to evidence such confidentiality obligation in a separate writing if required under such applicable federal or State laws, rules and regulations. The Supplier warrants and represents that such information shall not be sold, assigned, conveyed, provided, released, disseminated or otherwise disclosed by Supplier, its employees, officers, directors, subsidiaries, affiliates, agents, representatives, assigns, subcontractors, independent contractors, successor or any other persons or entities without Customer’s prior express written

permission. Supplier shall instruct all such persons and entities that the confidential information shall not be disclosed or used without the Customer's prior express written approval except as necessary for Supplier to render services under the Contract. The Supplier further warrants that it has a tested and proven system in effect designed to protect all confidential information.

- 11.2** Supplier shall establish, maintain and enforce agreements with all such persons and entities that have access to State and citizen data and records to fulfill Supplier's duties and obligations under the Contract and to specifically prohibit any sale, assignment, conveyance, provision, release, dissemination or other disclosure of any State or citizen data or records except as required by law or allowed by written prior approval of the Customer.
- 11.3** Supplier shall immediately report to the Customer any and all unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of any State or citizen data or records of which it or its parent company, subsidiaries, affiliates, employees, officers, directors, assignees, agents, representatives, independent contractors, and subcontractors is aware or have knowledge or reasonable should have knowledge. The Supplier shall also promptly furnish to Customer full details of the unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination, or attempt thereof, and use its best efforts to assist the Customer in investigating or preventing the reoccurrence of such event in the future. The Supplier shall cooperate with the Customer in connection with any litigation and investigation deemed necessary by the Customer to protect any State or citizen data and records and shall bear all costs associated with the investigation, response and recovery in connection with any breach of State or citizen data or records including but not limited to credit monitoring services with a term of at least three (3) years, all notice-related costs and toll free telephone call center services.
- 11.4** Supplier further agrees to promptly prevent a reoccurrence of any unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of State or citizen data and records.
- 11.5** Supplier acknowledges that any improper use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of any State data or records to others may cause immediate and irreparable harm to the Customer and certain beneficiaries and may violate state or federal laws and regulations. If the Supplier or its affiliates, parent company, subsidiaries, employees, officers, directors, assignees, agents,

representatives, independent contractors, and subcontractors improperly use, appropriate, sell, assign, convey, provide, release, access, acquire, disclose or otherwise disseminate such confidential information to any person or entity in violation of the Contract, the Customer will immediately be entitled to injunctive relief and/or any other rights or remedies available under this Contract, at equity or pursuant to applicable statutory, regulatory, and common law without a cure period.

11.6 The Supplier shall immediately forward to the State Purchasing Director, and any other applicable person listed in the Notices section(s) of the Contract, any request by a third party for data or records in the possession of the Supplier or any subcontractor or to which the Supplier or subcontractor has access and Supplier shall fully cooperate with all efforts to protect the security and confidentiality of such data or records in response to a third party request.

11.7 Customer may be provided access to Supplier Confidential Information. State agencies are subject to the Oklahoma Open Records Act and Supplier acknowledges information marked confidential information will be disclosed to the extent permitted under the Open Records Act and in accordance with this section. Nothing herein is intended to waive the State Purchasing Director's authority under OAC 260:115-3-9 in connection with Bid information requested to be held confidential by a Bidder. Notwithstanding the foregoing, Supplier Confidential Information shall not include information that: (i) is or becomes generally known or available by public disclosure, commercial use or otherwise and is not in contravention of this Contract; (ii) is known and has been reduced to tangible form by the receiving party before the time of disclosure for the first time under this Contract and without other obligations of confidentiality; (iii) is independently developed without the use of any of Supplier Confidential Information; (iv) is lawfully obtained from a third party (without any confidentiality obligation) who has the right to make such disclosure or (v) résumé, pricing or marketing materials provided to the State. In addition, the obligations in this section shall not apply to the extent that the applicable law or regulation requires disclosure of Supplier Confidential Information, provided that the Customer provides reasonable written notice, pursuant to Contract notice provisions, to the Supplier so that the Supplier may promptly seek a protective order or other appropriate remedy.

12 Conflict of Interest

In addition to any requirement of law or of a professional code of ethics or conduct, the Supplier, its employees, agents and subcontractors are required to disclose any outside activity or interest that conflicts or may conflict with the best interest of the State. Prompt disclosure is required under this section if the activity or interest is

related, directly or indirectly, to any person or entity currently under contract with or seeking to do business with the State, its employees or any other third-party individual or entity awarded a contract with the State. Further, as long as the Supplier has an obligation under the Contract, any plan, preparation or engagement in any such activity or interest shall not occur without prior written approval of the State. Any conflict of interest shall, at the sole discretion of the State, be grounds for partial or whole termination of the Contract.

13 Assignment and Permitted Subcontractors

- 13.1** Supplier's obligations under the Contract may not be assigned or transferred to any other person or entity without the prior written consent of the State which may be withheld at the State's sole discretion. Should Supplier assign its rights to payment, in whole or in part, under the Contract, Supplier shall provide the State and all affected Customers with written notice of the assignment. Such written notice shall be delivered timely and contain details sufficient for affected Customers to perform payment obligations without any delay caused by the assignment.
- 13.2** Notwithstanding the foregoing, the Contract may be assigned by Supplier to any corporation or other entity in connection with a merger, consolidation, sale of all equity interests of the Supplier, or a sale of all or substantially all of the assets of the Supplier to which the Contract relates. In any such case, said corporation or other entity shall by operation of law or expressly in writing assume all obligations of the Supplier as fully as if it had been originally made a party to the Contract. Supplier shall give the State and all affected Customers prior written notice of said assignment. Any assignment or delegation in violation of this subsection shall be void.
- 13.3** If the Supplier is permitted to utilize subcontractors in support of the Contract, the Supplier shall remain solely responsible for its obligations under the terms of the Contract, for its actions and omissions and those of its agents, employees and subcontractors and for payments to such persons or entities. Prior to a subcontractor being utilized by the Supplier, the Supplier shall obtain written approval of the State of such subcontractor and each employee, as applicable to a particular Acquisition, of such subcontractor proposed for use by the Supplier. Such approval is within the sole discretion of the State. Any proposed subcontractor shall be identified by entity name, and by employee name, if required by the particular Acquisition, in the applicable proposal and shall include the nature of the services to be performed. As part of the approval request, the Supplier shall provide a copy of a written agreement executed by the Supplier and subcontractor setting forth that such subcontractor is bound by and agrees, as applicable, to perform the same covenants and be subject to

the same conditions and make identical certifications to the same facts and criteria, as the Supplier under the terms of all applicable Contract Documents. Supplier agrees that maintaining such agreement with any subcontractor and obtaining prior written approval by the State of any subcontractor and associated employees shall be a continuing obligation. The State further reserves the right to revoke approval of a subcontractor or an employee thereof in instances of poor performance, misconduct or for other similar reasons.

13.4 All payments under the Contract shall be made directly to the Supplier, except as provided in subsection A above regarding the Supplier's assignment of payment. No payment shall be made to the Supplier for performance by unapproved or disapproved employees of the Supplier or a subcontractor.

13.5 Rights and obligations of the State or a Customer under the terms of this Contract may be assigned or transferred, at no additional cost, to other Customer entities.

14 Background Checks and Criminal History Investigations

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

15 Patents and Copyrights

Without exception, a product or deliverable price shall include all royalties or costs owed by the Supplier to any third party arising from the use of a patent, intellectual property, copyright or other property right held by such third party. Should any third party threaten or make a claim that any portion of a product or service provided by Supplier under the Contract infringes that party's patent, intellectual property,

copyright or other property right, Supplier shall enable each affected Customer to legally continue to use, or modify for use, the portion of the product or service at issue or replace such potentially infringing product, or re-perform or redeliver in the case of a service, with at least a functional non-infringing equivalent. Supplier's duty under this section shall extend to include any other product or service rendered materially unusable as intended due to replacement or modification of the product or service at issue. If the Supplier determines that none of these alternatives are reasonably available, the State shall return such portion of the product or deliverable at issue to the Supplier, upon written request, in exchange for a refund of the price paid for such returned goods as well as a refund or reimbursement, if applicable, of the cost of any other product or deliverable rendered materially unusable as intended due to removal of the portion of product or deliverable at issue. Any remedy provided under this section is not an exclusive remedy and is not intended to operate as a waiver of legal or equitable remedies because of acceptance of relief provided by Supplier.

16 Indemnification

16.1 Acts or Omissions

- A.** Supplier shall defend and indemnify the Indemnified Parties, as applicable, for any and all liability, claims, damages, losses, costs, expenses, demands, suits and actions of third parties (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) arising out of, or resulting from any action or claim for bodily injury, death, or property damage brought against any of the Indemnified parties to the extent arising from any negligent act or omission or willful misconduct of the Supplier or its agents, employees, or subcontractors in the execution or performance of the Contract.
- B.** To the extent Supplier is found liable for loss, damage, or destruction of any property of Customer due to negligence, misconduct, wrongful act, or omission on the part of the Supplier, its employees, agents, representatives, or subcontractors, the Supplier and Customer shall use best efforts to mutually negotiate an equitable settlement amount to repair or replace the property unless such loss, damage or destruction is of such a magnitude that repair or replacement is not a reasonable option. Such amount shall be invoiced to, and is payable by, Supplier sixty (60) calendar days after the date of Supplier's receipt of an invoice for the negotiated settlement amount.

16.2 Infringement

Supplier shall indemnify the Indemnified Parties, as applicable, for all liability, claims, damages, losses, costs, expenses, demands, suits and actions of third parties (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) arising from or in connection with Supplier's breach of its representations and warranties in the Contract or alleged infringement of any patent, intellectual property, copyright or other property right in connection with a product or service provided under the Contract. Supplier's duty under this section is reduced to the extent a claimed infringement results from: (a) a Customer's or user's content; (b) modifications by Customer or third party to a product delivered under the Contract or combinations of the product with any non-Supplier-provided services or products unless Supplier recommended or participated in such modification or combination; (c) use of a product or service by Customer in violation of the Contract unless done so at the direction of Supplier, or (d) a non-Supplier product that has not been provided to the State by, through or on behalf of Supplier as opposed to its combination with products Supplier provides to or develops for the State or a Customer as a system.

16.3 Notice and Cooperation

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

16.4 Coordination of Defense

In connection with indemnification obligations under the Contract, when a State agency is a named defendant in any filed or threatened lawsuit, the defense of the State agency shall be coordinated by the Attorney General of Oklahoma, or the Attorney General may authorize the Supplier to control the defense and any related settlement negotiations; provided, however, Supplier shall not agree to any settlement of claims against the State without obtaining advance written concurrence from the Attorney General. If the Attorney General does not authorize sole control of the defense and settlement negotiations to Supplier, Supplier shall have authorization to equally

participate in any proceeding related to the indemnity obligation under the Contract and shall remain responsible to indemnify the applicable Indemnified Parties.

16.5 Limitation of Liability

- A.** With respect to any claim or cause of action arising under or related to the Contract, neither the State nor any Customer shall be liable to Supplier for lost profits, lost sales or business expenditures, investments, or commitments in connection with any business, loss of any goodwill, or for any other indirect, incidental, punitive, special or consequential damages, even if advised of the possibility of such damages.
- B.** Notwithstanding anything to the contrary in the Contract, no provision shall limit damages, expenses, costs, actions, claims, and liabilities arising from or related to property damage, bodily injury or death caused by Supplier or its employees, agents or subcontractors; indemnity, security or confidentiality obligations under the Contract; the bad faith, negligence, intentional misconduct or other acts for which applicable law does not allow exemption from liability of Supplier or its employees, agents or subcontractors.
- C.** The limitation of liability and disclaimers set forth in the Contract will apply regardless of whether Customer has accepted a product or service. The parties agree that Supplier has set its fees and entered into the Contract in reliance on the disclaimers and limitations set forth herein, that the same reflect an allocation of risk between the parties and form an essential basis of the bargain between the parties. These limitations shall apply notwithstanding any failure of essential purpose of any limited remedy.

17 Termination for Funding Insufficiency

- 17.1** Notwithstanding anything to the contrary in any Contract Document, the State may terminate the Contract in whole or in part if funds sufficient to pay obligations under the Contract are not appropriated or received from an intended third-party funding source. In the event of such insufficiency, Supplier will be provided at least fifteen (15) calendar days' written notice of termination. Any partial termination of the Contract under this section shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that are not terminated. The determination by the State of insufficient funding shall be accepted by, and shall be final and binding on, the Supplier.

- 17.2** Upon receipt of notice of a termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contractor certain obligations are terminated shall be refunded.
- 17.3** The State's exercise of its right to terminate the Contract under this section shall not be considered a default or breach under the Contract or relieve the Supplier of any liability for claims arising under the Contract.

18 Termination for Cause

- 18.1** Supplier may terminate the Contract if (i) it has provided the State with written notice of material breach and (ii) the State fails to cure such material breach within thirty (30) days of receipt of written notice. If there is more than one Customer, material breach by a Customer does not give rise to a claim of material breach as grounds for termination by Supplier of the Contract as a whole. The State may terminate the Contract in whole or in part if (i) it has provided Supplier with written notice of material breach, and (ii) Supplier fails to cure such material breach within thirty (30) days of receipt of written notice. Any partial termination of the Contract under this section shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that are not terminated.
- 18.2** The State may terminate the Contract in whole or in part immediately without a thirty (30) day written notice to Supplier if (i) Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements applicable to Supplier's performance or obligations under the Contract; (ii) Supplier's material breach is reasonably determined to be an impediment to the function of the State and detrimental to the State or to cause a condition precluding the thirty (30) day notice or (iii) when the State determines that an administrative error in connection with award of the Contract occurred prior to Contract performance.
- 18.3** Upon receipt of notice of a termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence

of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Such termination is not an exclusive remedy but is in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contract or certain obligations are terminated shall be refunded. Termination of the Contract under this section, in whole or in part, shall not relieve the Supplier of liability for claims arising under the Contract.

- 18.4** The Supplier's repeated failure to provide an acceptable product or service; Supplier's unilateral revision of linked or supplemental terms that have a materially adverse impact on a Customer's rights or obligations under the Contract (except as required by a governmental authority); actual or anticipated failure of Supplier to perform its obligations under the Contract; Supplier's inability to pay its debts when due; assignment for the benefit of Supplier's creditors; or voluntary or involuntary appointment of a receiver or filing of bankruptcy of Supplier shall constitute a material breach of the Supplier's obligations, which may result in partial or whole termination of the Contract. This subsection is not intended as an exhaustive list of material breach conditions. Termination may also result from other instances of failure to adhere to the Contract provisions and for other reasons provided for by applicable law, rules or regulations; without limitation, OAC 260:115-9-9 is an example.

19 Termination for Convenience

- 19.1** The State may terminate the Contract, in whole or in part, for convenience if it is determined that termination is in the State's best interest. In the event of a termination for convenience, Supplier will be provided at least thirty (30) days' written notice of termination. Any partial termination of the Contract shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that remain in effect.
- 19.2** Upon receipt of notice of such termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but

there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contract or certain obligations are terminated shall be refunded. Termination of the Contract under this section, in whole or in part, shall not relieve the Supplier of liability for claims arising under the Contract.

20 Suspension of Supplier

- 20.1** Supplier may be subject to Suspension without advance notice and may additionally be suspended from activities under the Contract if Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements applicable to Supplier's performance or obligations under the Contract.
- 20.2** Upon receipt of a notice pursuant to this section, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to receipt of notice by Supplier, the Suspension does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract during a period of Suspension or suspended activity or for any damages or other amounts caused by or associated with such Suspension or suspended activity. A right exercised under this section shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees attributable to a period of Suspension or suspended activity shall be refunded.
- 20.3** Such Suspension may be removed, or suspended activity may resume, at the earlier of such time as a formal notice is issued that authorizes the resumption of performance under the Contract or at such time as a purchase order or other appropriate encumbrance document is issued. This subsection is not intended to operate as an affirmative statement that such resumption will occur.

21 Certification Regarding Debarment, Suspension, and Other Responsibility Matters

The certification made by Supplier with respect to Debarment, Suspension, certain indictments, convictions, civil judgments and terminated public contracts is a material representation of fact upon which reliance was placed when entering into the Contract.

A determination that Supplier knowingly rendered an erroneous certification, in addition to other available remedies, may result in whole or partial termination of the Contract for Supplier's default. Additionally, Supplier shall promptly provide written notice to the State Purchasing Director if the certification becomes erroneous due to changed circumstances.

22 Certification Regarding State Employees Prohibition From Fulfilling Services

Pursuant to 74 O.S. § 85.42, the Supplier certifies that no person involved in any manner in development of the Contract employed by the State shall be employed to fulfill any services provided under the Contract.

23 Force Majeure

23.1 Either party shall be temporarily excused from performance to the extent delayed as a result of unforeseen causes beyond its reasonable control including fire or other similar casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority provided the party experiencing the force majeure event has prudently and promptly acted to take any and all steps within the party's control to ensure continued performance and to shorten duration of the event. If a party's performance of its obligations is materially hindered as a result of a force majeure event, such party shall promptly notify the other party of its best reasonable assessment of the nature and duration of the force majeure event and steps it is taking, and plans to take, to mitigate the effects of the force majeure event. The party shall use commercially reasonable best efforts to continue performance to the extent possible during such event and resume full performance as soon as reasonably practicable.

23.2 Subject to the conditions set forth above, non-performance as a result of a force majeure event shall not be deemed a default. However, a purchase order or other payment mechanism may be terminated if Supplier cannot cause delivery of a product or service in a timely manner to meet the business needs of Customer. Supplier is not entitled to payment for products or services not received and, therefore, amounts payable to Supplier during the force majeure event shall be equitably adjusted downward.

23.3 Notwithstanding the foregoing or any other provision in the Contract, (i) the following are not a force majeure event under the Contract: (a) shutdowns, disruptions or malfunctions in Supplier's system or any of Supplier's telecommunication or internet services other than as a result of general and widespread internet or telecommunications failures that are not limited to Supplier's systems or (b) the delay or failure of Supplier or subcontractor personnel to perform any obligation of Supplier hereunder unless such delay

or failure to perform is itself by reason of a force majeure event and (ii) no force majeure event modifies or excuses Supplier's obligations related to confidentiality, indemnification, data security or breach notification obligations set forth herein.

24 Security of Property and Personnel

In connection with Supplier's performance under the Contract, Supplier may have access to Customer personnel, premises, data, records, equipment and other property. Supplier shall use commercially reasonable best efforts to preserve the safety and security of such personnel, premises, data, records, equipment, and other property of Customer. Supplier shall be responsible for damage to such property to the extent such damage is caused by its employees or subcontractors and shall be responsible for loss of Customer property in its possession, regardless of cause. If Supplier fails to comply with Customer's security requirements, Supplier is subject to immediate suspension of work as well as termination of the associated purchase order or other payment mechanism.

25 Notices

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

If sent to the State:

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

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

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

26 Miscellaneous

26.1 Choice of Law and Venue

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

26.2 No Guarantee of Products or Services Required

The State shall not guarantee any minimum or maximum amount of Supplier products or services required under the Contract.

26.3 Employment Relationship

The Contract does not create an employment relationship. Individuals providing products or performing services pursuant to the Contract are not employees of the State or Customer and, accordingly are not eligible for any rights or benefits whatsoever accruing to such employees.

26.4 Transition Services

If transition services are needed at the time of Contract expiration or termination, Supplier shall provide such services on a month-to-month basis, at the contract rate or other mutually agreed rate. Supplier shall provide a proposed transition plan, upon request, and cooperate with any successor supplier and with establishing a mutually agreeable transition plan. Failure to cooperate may be documented as poor performance of Supplier.

26.5 Publicity

The existence of the Contract or any Acquisition is in no way an endorsement of Supplier, the products or services and shall not be so construed by Supplier in any advertising or publicity materials. Supplier agrees to submit to the State all advertising, sales, promotion, and other publicity matters relating to the Contract wherein the name of the State or any Customer is mentioned or language used from which, in the State's judgment, an endorsement may be inferred or implied. Supplier further agrees not to publish or use such advertising, sales promotion, or publicity matter or release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the Contract or any Acquisition hereunder without obtaining the prior written approval of the State.

26.6 Open Records Act

Supplier acknowledges that all State agencies and certain other Customers are subject to the Oklahoma Open Records Act set forth at 51 O.S. §24A-1 *et seq.* Supplier also acknowledges that compliance with the Oklahoma Open Records Act and all opinions of the Oklahoma Attorney General concerning the Act is required.

26.7 Failure to Enforce

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

26.8 Mutual Responsibilities

- A.** No party to the Contract grants the other the right to use any trademarks, trade names, other designations in any promotion or publication without the express written consent by the other party.
- B.** The Contract is a non-exclusive contract and each party is free to enter into similar agreements with others.
- C.** The Customer and Supplier each grant the other only the licenses and rights specified in the Contract and all other rights and interests are expressly reserved.
- D.** The Customer and Supplier shall reasonably cooperate with each other and any Supplier to which the provision of a product and/or service under the Contract may be transitioned after termination or expiration of the Contract.
- E.** Except as otherwise set forth herein, where approval, acceptance, consent, or similar action by a party is required under the Contract, such action shall not be unreasonably delayed or withheld.

26.9 Invalid Term or Condition

To the extent any term or condition in the Contract conflicts with a compulsory applicable State or United States law or regulation, such Contract term or

condition is void and unenforceable. By executing any Contract Document which contains a conflicting term or condition, no representation or warranty is made regarding the enforceability of such term or condition. Likewise, any applicable State or federal law or regulation which conflicts with the Contract or any non-conflicting applicable State or federal law or regulation is not waived.

26.10 Severability

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

26.11 Section Headings

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

26.12 Sovereign Immunity

Notwithstanding any provision in the Contract, the Contract is entered into subject to the State's Constitution, statutes, common law, regulations, and the doctrine of sovereign immunity, none of which are waived by the State nor any other right or defense available to the State.

26.13 Survival

As applicable, performance under all license, subscription, service agreements, statements of work, transition plans and other similar Contract Documents entered into between the parties under the terms of the Contract shall survive Contract expiration. Additionally, rights and obligations under the Contract which by their nature should survive including, without limitation, certain payment obligations invoiced prior to expiration or termination; confidentiality obligations; security incident and data breach obligations and indemnification obligations, remain in effect after expiration or termination of the Contract.

26.14 Entire Agreement

The Contract Documents taken together as a whole constitute the entire agreement between the parties. No statement, promise, condition,

understanding, inducement or representation, oral or written, expressed or implied, which is not contained in a Contract Document shall be binding or valid. The Supplier's representations and certifications, including any completed electronically, are incorporated by reference into the Contract.

26.15 Gratuities

The Contract may be immediately terminated, in whole or in part, by written notice if it is determined that the Supplier, its employee, agent, or another representative violated any federal, State or local law, rule or ordinance by offering or giving a gratuity to any State employee directly involved in the Contract. In addition, Suspension or Debarment of the Supplier may result from such a violation.

26.16 Import/Export Controls

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

ATTACHMENT C

OKLAHOMA STATEWIDE CONTRACT TERMS

1. Statewide Contract Type

- 1.1** The Contract is a mandatory statewide contract for use by State agencies. Additionally, the Contract may be used by any governmental entity specified as a political subdivision of the State pursuant to the Governmental Tort Claims Act including any associated institution, instrumentality, board, commission, committee, department or other entity designated to act on behalf of the political subdivision; a state, county or local governmental entity in its state of origin; and entities authorized to utilize contracts by the State via a multistate or multigovernmental contract.
- 1.2** The Contract is a firm, fixed price contract for indefinite delivery and quantity for the Acquisitions available under the Contract.

2. Orders and Addendums

- 2.1** Unless mutually agreed in writing otherwise, orders shall be placed directly with the Supplier by issuance of written purchase orders or by Purchase Card by state agencies and other authorized entities. All orders are subject to the Contract terms and any order dated prior to Contract expiration shall be performed. Delivery to multiple destinations may be required.
- 2.2** Any ordering document shall be effective between Supplier and the Customer only and shall not be an Addendum to the Contract in its entirety or apply to any Acquisition by another Customer.
- 2.3** Additional terms added to a Contract Document by a Customer shall be effective if the additional terms do not conflict with the General Terms and are acceptable to Supplier. However, an Addendum to the Contract shall be signed by the State Purchasing Director or designee. Regarding information technology and telecommunications contracts, pursuant to 62 O.S., §34.11.1, the Chief Information Officer acts as the Information Technology and Telecommunications Purchasing Director.

3. Termination for Funding Insufficiency

In addition to Contract terms relating to termination due to insufficient funding, a Customer may terminate any purchase order or other payment mechanism if funds sufficient to pay obligations under the Contract are not appropriated or received from an intended third-party funding source. The determination by the Customer of insufficient funding shall be accepted by, and shall be final and binding on, the Supplier.

4. Termination for Cause

In addition to Contract terms relating to termination for cause, a customer may terminate its obligations, in whole or in part, to Supplier if it has provided Supplier with written notice of material breach and Supplier fails to cure such material breach within thirty (30) days of receipt of written notice. The Customer may also terminate a purchase order or other payment mechanism or Supplier's activities under the Contract immediately without a thirty (30) day written notice to Supplier, if Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements if such non-compliance relates or may relate to Supplier provision of products or services to the Customer or if Supplier's material breach is reasonably determined (i) to be an impediment to the function of the Customer and detrimental to the Customer, or (ii) when conditions preclude the thirty (30) day notice.

5. Termination for Convenience

In addition to any termination for convenience provisions in the Contract, a Customer may terminate a purchase order or other payment mechanism for convenience if it is determined that termination is in the Customer's best interest. Supplier will be provided at least thirty (30) days' written notice of termination.

6. Contract Management Fee and Usage Report

6.1 Pursuant to 74 O.S. § 85.33A, the State assesses a contract management fee on all transactions under a statewide contract. The payment of such fee will be calculated for all transactions, net of returns and the Supplier has no right of setoff against such fee regardless of the payment status of any Customer or any aggregate accounts receivable percentage. Supplier acknowledges and agrees that all prices quoted under any statewide contract shall include the contract management fee and the contract

management fee shall not be reflected as a separate line item in Supplier's billing. The State reserves the right to change this fee upward or downward upon sixty (60) calendar days' written notice to Supplier without further requirement for an Addendum.

6.2 While Supplier is the awardee of a statewide contract, transactions that occur under the terms of the statewide contract are subject to a one percent (1%) contract management fee to be paid by Supplier. Supplier shall submit a Contract Usage Report on a quarterly basis for each contract using a form provided by the State and such report shall include applicable information for each transaction. Reports shall include usage of the statewide contract by every Customer during the applicable quarter. A singular report provided late will not be considered a breach of the statewide contract; provided, however, repeated failure to submit accurate quarterly usage reports and submit timely payments may result in suspension or termination, in whole or in part, of the Contract.

6.3 All Contract Usage Reports shall meet the following criteria:

- i.** Electronic submission in Microsoft Excel format to strategic.sourcing@omes.ok.gov;
- ii.** Quarterly submission regardless of whether there were transactions under the Contract during the applicable quarterly reporting period;
- iii.** Submission no later than forty-five (45) days following the end of each calendar quarter;
- iv.** Contract quarterly reporting periods shall be as follows:
 - a.** January 01 through March 31;
 - b.** April 01 through June 30;
 - c.** July 01 through September 30; and
 - d.** October 01 through December 31.
- v.** Reports must include the following information:

- a. Procuring entity;
- b. Order date;
- c. Purchase Order number or note that the transaction was paid by Purchase Card;
- d. City in which products or services were received or specific office or subdivision title;
- e. Product manufacturer or type of service;
- f. Manufacturer item number, if applicable;
- g. Product description;
- h. General product category, if applicable;
- i. Quantity;
- j. Unit list price or MSRP, as applicable;
- k. Unit price charged to the purchasing entity; and
- l. Other Contract usage information requested by the State.

- 6.4** Payment of the contract management fee shall be delivered to the following address within forty-five (45) calendar days after the end of each quarterly reporting period:

State of Oklahoma
Office of Management and Enterprise Services, Central Purchasing
2401 North Lincoln Boulevard, Suite 116
Oklahoma City, Oklahoma 73105

To ensure payment is properly accounted for, Supplier shall provide the following information with payment: (i) reference to the applicable Contract Usage Report and quarterly reporting period and (ii) the applicable statewide contract number(s) and the amount of the contract management fee being paid for each contract number.

Exhibit 1 - Pricing Submittal

Category 1 - Ammunition

** Preferred brand names are included in the drop down box. Respondents will propose the Ammunition details corresponding to their offer. * Supplier may list alternate brands.*

Manufacturer Name	Caliber	Unit of Measure	Rounds	Delivery	Other	List Price	Percent Discount	Contract Price
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	A	B	C	D	E	F	G	H	I
1	SW220 - Firearms, Ammunition, and Law Enforcement Supplies								
2	OKLAHOMA SPORTING SUPPLIES INC/H&H SHOOTING SPORTS Pricing Submittal Category 2 - Firearms * Preferred brand names are included in a drop down list. Respondents will propose the firearm details corresponding to their offer. * Desired Handguns will include: Pistols, Revolvers, Semi-Automatic, Full Size, Compact, Concealed Pocket, etc. Desired Long Guns: Rifles, Shotguns, and SWAT/Tactical Suppliers may list alternate brands								
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13							List Price	Percent Discount	Contract Price
14	Manufacturer Name	Type	Caliber	Magazine Capac	Delivery	Other			
15	GLOCK	17 GEN 5	9MM	17	90-120 DAYS	FIXED SIGHTS	\$362	\$5	\$357
16	GLOCK	17 GEN 5	9MM	17	90-120 DAYS	GLOCK NIGHT SIGHTS	\$414	\$5	\$409
17	GLOCK	17 GEN 5	9MM	17	90-120 DAYS	AMERIGLO BOLD N/S	\$433.50	\$5	\$428.50
18	GLOCK	19 GEN 5	9MM	15	90-120 DAYS	FIXED SIGHTS	\$362	\$5	\$357
19	GLOCK	19 GEN 5	9MM	15	90-120 DAYS	GLOCK NIGHT SIGHTS	\$414	\$5	\$409
20	GLOCK	19 GEN 5	9MM	15	90-120 DAYS	AMERIGLO BOLD N/S	\$434	\$5	\$428.50
21	GLOCK	45 GEN 5	9MM	17	90-120 DAYS	FIXED SIGHTS	\$362.00	\$5	\$357.00
22	GLOCK	45 GEN 5	9MM	17	90-120 DAYS	GLOCK NIGHT SIGHTS	\$414	\$5	\$409
23	GLOCK	45 GEN 5	9MM	17	90-120 DAYS	AMERIGLO BOLD N/S	\$433.50	\$5	\$428.50
24	GLOCK	34MOS GEN 5	9MM	17	90-120 DAYS	FIXED SIGHTS	\$508	\$5	\$502.75
25	GLOCK	17MOS GEN 5	9MM	17	90-120 DAYS	FIXED SIGHTS	\$434	\$5	\$429
26	GLOCK	19MOS GEN 5	9MM	15	90-120 DAYS	FIXED SIGHTS	\$434	\$5	\$429
27	GLOCK	45MOS GEN 5	9MM	17	90-120 DAYS	FIXED SIGHTS	\$434	\$5	\$429
28	GLOCK	22 GEN 5	40 S&W	15	90-120 DAYS	FIXED SIGHTS	\$362	\$5	\$357
29	GLOCK	22 GEN 5	40 S&W	15	90-120 DAYS	GLOCK NIGHT SIGHTS	\$414	\$5	\$409
30	GLOCK	22 GEN 5	40 S&W	15	90-120 DAYS	AMERIGLO BOLD N/S	\$433.50	\$5	\$428.50
31	GLOCK	23 GEN 5	40 S&W	13	90-120 DAYS	FIXED SIGHTS	\$362	\$5	\$357
32	GLOCK	23 GEN 5	40 S&W	13	90-120 DAYS	GLOCK NIGHT SIGHTS	\$414	\$5	\$409
33	GLOCK	23 GEN 5	40 S&W	13	90-120 DAYS	AMERIGLO BOLD N/S	\$433.50	\$5	\$428.50

	A	B	C	D	E	F	G	H	I
34	GLOCK	19X	9MM		17 90-120 DAYS	GLOCK NIGHT SIGHTS	\$485	\$5	\$480
35	GLOCK		43 9MM		6 90-120 DAYS	FIXED SIGHTS	\$325.50	\$5	\$320.50
36	GLOCK		43 9MM		6 90-120 DAYS	GLOCK NIGHT SIGHTS	\$373.60	\$5	\$368.60
37	GLOCK		43 9MM		6 90-120 DAYS	AMERIGLO BOLD N/S	\$393.10	\$5	\$388.10
38	GLOCK	43X	9MM		10 90-120 DAYS	FIXED SIGHTS	\$325.50	\$5	\$320.50
39	GLOCK	43X	9MM		10 90-120 DAYS	GLOCK NIGHT SIGHTS	\$373.60	\$5	\$368.60
40	GLOCK	43X	9MM		10 90-120 DAYS	AMERIGLO BOLD N/S	\$393.10	\$5	\$388.10
41	GLOCK		48 9MM		10 90-120 DAYS	FIXED SIGHTS	\$325.50	\$5	\$320.50
42	GLOCK		48 9MM		10 90-120 DAYS	GLOCK NIGHT SIGHTS	\$373.60	\$5	\$368.60
43	GLOCK		48 9MM		10 90-120 DAYS	AMERIGLO BOLD N/S	\$393.10	\$5	\$388.10
44	GLOCK	43X MOS	9MM		10 90-120 DAYS	FIXED SIGHTS	\$325.50	\$5	\$320.50
45	GLOCK	43X MOS	9MM		10 90-120 DAYS	GLOCK NIGHT SIGHTS	\$373.60	\$5	\$368.60
46	GLOCK	43X MOS	9MM		10 90-120 DAYS	AMERIGLO BOLD N/S	\$393.10	\$5	\$388.10
47	GLOCK	48 MOS	9MM		10 90-120 DAYS	FIXED SIGHTS	\$325.50	\$5	\$320.50
48	GLOCK	48 MOS	9MM		10 90-120 DAYS	GLOCK NIGHT SIGHTS	\$373.60	\$5	\$368.60
49	GLOCK	48 MOS	9MM		10 90-120 DAYS	AMERIGLO BOLD N/S	\$393.10	\$5	\$388.10
50	GLOCK		42 380 ACP		6 90-120 DAYS	FIXED SIGHTS	\$290	\$5	\$285
51	GLOCK		42 380 ACP		6 90-120 DAYS	GLOCK NIGHT SIGHTS	\$338	\$5	\$333
52	GLOCK		44 22LR		10 90-120 DAYS	ADJUSTABLE	\$314.60	\$5	\$309.60
53	GLOCK	26 GEN 5	9MM		10 90-120 DAYS	FIXED SIGHTS	\$362	\$5	\$357
54	GLOCK	26 GEN 5	9MM		10 90-120 DAYS	GLOCK NIGHT SIGHTS	\$414	\$5	\$409
55	GLOCK	26 GEN 5	9MM		10 90-120 DAYS	AMERIGLO BOLD N/S	\$433.50	\$5	\$428.50
56	GLOCK	27 GEN 5	40 S&W		9 90-120 DAYS	FIXED SIGHTS	\$362	\$5	\$357
57	GLOCK	27 GEN 5	40 S&W		9 90-120 DAYS	GLOCK NIGHT SIGHTS	\$414	\$5	\$409
58	GLOCK	27 GEN 5	40 S&W		9 90-120 DAYS	AMERIGLO BOLD N/S	\$433.50	\$5	\$428.50
59	GLOCK	17T GEN 5	N/A	N/A	90-120 DAYS	FIXED SIGHTS	\$459	\$5	\$454
60	GLOCK	17T GEN 5	N/A	N/A	90-120 DAYS	GLOCK NIGHT SIGHTS	\$484	\$5	\$479
61	GLOCK	17T GEN 5	N/A	N/A	90-120 DAYS	AMERIGLO BOLD N/S	\$511	\$5	\$506
62	GLOCK	19T GEN 5	N/A	N/A	90-120 DAYS	FIXED SIGHTS	\$459	\$5	\$454
63	GLOCK	19T GEN 5	N/A	N/A	90-120 DAYS	GLOCK NIGHT SIGHTS	\$484	\$5	\$479
64	GLOCK	19T GEN 5	N/A	N/A	90-120 DAYS	AMERIGLO BOLD N/S	\$511	\$5	\$506
65	GLOCK	17T GEN 4	N/A	N/A	90-120 DAYS	FIXED SIGHTS	\$459	\$5	\$454
66	GLOCK	17T GEN 4	N/A	N/A	90-120 DAYS	GLOCK NIGHT SIGHTS	\$484	\$5	\$479
67	GLOCK	17T GEN 4	N/A	N/A	90-120 DAYS	AMERIGLO BOLD N/S	\$511	\$5	\$506
68	GLOCK	19T GEN 4	N/A	N/A	90-120 DAYS	FIXED SIGHTS	\$459	\$5	\$454

	A	B	C	D	E	F	G	H	I
69	GLOCK	19T GEN 4	N/A	N/A	90-120 DAYS	GLOCK NIGHT SIGHTS	\$484	\$5	\$479
70	GLOCK	19T GEN 4	N/A	N/A	90-120 DAYS	AMERIGLO BOLD N/S	\$511	\$5	\$506
71	GLOCK	22 GEN 4	40 S&W		15 90-120 DAYS	FIXED SIGHTS	\$362.00	\$5	\$357.00
72	GLOCK	22 GEN 4	40 S&W		15 90-120 DAYS	GLOCK NIGHT SIGHTS	\$414.00	\$5	\$409.00
73	GLOCK	23 GEN 4	40 S&W		13 90-120 DAYS	FIXED SIGHTS	\$362.00	\$5	\$357.00
74	GLOCK	23 GEN 4	40 S&W		13 90-120 DAYS	GLOCK NIGHT SIGHTS	\$414.00	\$5	\$357.00
75	GLOCK	20 GEN 4	10MM		15 90-120 DAYS	FIXED SIGHTS	\$422.00	\$5	\$417.00
76	GLOCK	20 GEN 4	10MM		15 90-120 DAYS	GLOCK NIGHT SIGHTS	\$474.00	\$5	\$469.00
77	GLOCK	21 GEN 4	45ACP		13 90-120 DAYS	FIXED SIGHTS	\$422.00	\$5	\$417.00
78	GLOCK	21 GEN 4	45ACP		13 90-120 DAYS	GLOCK NIGHT SIGHTS	\$474.00	\$5	\$469.00
79	GLOCK	22MOS GEN 5	40S&W		15 90-120 DAYS	FIXED SIGHTS	\$434.00	\$5	\$429.00
80	GLOCK	23MOS GEN 5	40S&W		13 90-120 DAYS	FIXED SIGHTS	\$434.00	\$5	\$429.00
81	GLOCK		42 .380ACP		6 90-120 DAYS	FIXED SIGHTS	\$290.00	\$5	\$285.00
82	GLOCK		42 .380ACP		6 90-120 DAYS	GLOCK NIGHT SIGHTS	\$338.00	\$5	\$333.00
83	GLOCK		44 .22LR		10 90-120 DAYS	ADJUSTABLE	\$314.60	\$5	\$309.60
84	SIG SAUER	WRMCX-11B-TAP-SBR		5.56	30 90-120 DAYS	FOLDING SIGHTS 11.5"	\$1,599.88	\$5	\$1,594.88
85	SIG SAUER	WRMCX-14B-TAP-SBR		5.56	30 90-120 DAYS	FOLDING SIGHTS 14.5"	\$1,599.88	\$5	\$1,594.88
86	SIG SAUER	WRMCX-16B-TAP-P		5.56	30 90-120 DAYS	FOLDING SIGHTS 16"	\$1,462.17	\$5	\$1,457.17
87	SIG SAUER	WRMCX-5B-TAP-SBR		5.56	30 90-120 DAYS	PDW STOCK 5.5"	\$1,677.32	\$5	\$1,672.32
88	SIG SAUER	WRMPX-4B-9-SBR	9MM		30 90-120 DAYS	FOLDING SIGHTS 4.5"	\$1,453.56	\$5	\$1,448.56
89	SIG SAUER	WRMPX-8B-9-SBR	9MM		30 90-120 DAYS	FOLDING SIGHTS 8"	\$1,453.56	\$5	\$1,448.56
90	SIG SAUER	WRM400-11B-PRO-SBR		5.56	30 90-120 DAYS	FOLDING SIGHTS 11.5"	\$1,195.38	\$5	\$1,190.38
91	SIG SAUER	WRM400-16B-PRO		5.56	30 90-120 DAYS	FOLDING SIGHTS 16"	\$968.18	\$5	\$963.18
92	SIG SAUER	WR716G2-H16B-DMR	7.62X51		20 90-120 DAYS	16" BARREL 20MOA RAIL	\$1,966.48	\$5	\$1,961.48
93	SIG SAUER	WR716I-16B	7.62X51		20 90-120 DAYS	FOLDING SIGHTS 16"	\$1,135.14	\$5	\$1,130.14
94	DANIEL DEFENSE	DDM4 LE PATROL RIFLE		5.56	30 90-120 DAYS	A2 FRONT 9"MLOK RAIL	\$1,450.00	\$440	\$1,010.00
95	DANIEL DEFENSE	DDM4 V7 LE EDITION		5.56	30 90-120 DAYS	N/A	\$1,905.00	\$530	\$1,375.00
96	DANIEL DEFENSE	DELTA 5 PRO BLACK	308 WIN		10 90-120 DAYS	20" .5MOA CHASSIS BASE	\$2,499.00	\$359	\$2,140.00
97	DANIEL DEFENSE	DELTA 5 PRO BLACK	6.5 CM		10 90-120 DAYS	24" .5MOA CHASSIS BASE	\$2,499.00	\$359	\$2,140.00
98	DANIEL DEFENSE	DELTA 5 BLACK	308 WIN		10 90-120 DAYS	20" .75MOA ADJ STOCK	\$1,799.00	\$489	\$1,310
99	DANIEL DEFENSE	DELTA 5 BLACK	6.5 CM		30 90-120 DAYS	24" .75MOA ADJ STOCK	\$1,799.00	\$489	\$1,310.00
100	DANIEL DEFENSE	DDM4V7 BLACK		5.56	30 90-120 DAYS	N/A 16" FULL MLOK RAIL	\$1,798.00	\$499	\$1,309.00
101	DANIEL DEFENSE	DDM4V7 PRO BLACK		5.56	30 90-120 DAYS	18" MLOK GEISSELE TRIG	\$2,079.00	\$580	\$1,499.00
102	DANIEL DEFENSE	MK18 SBR BLACK		5.56	30 90-120 DAYS	10.3" RIS II QUAD RAIL	\$1,967.00	\$542	\$1,425.00
103	DANIEL DEFENSE	MK18 SBR FDE		5.56	30 90-120 DAYS	10.3" RIS II QUAD RAIL	\$1,967.00	\$542	\$1,425.00

	A	B	C	D	E	F	G	H	I
104	DANIEL DEFENSE	DD5V4 BLACK	6.5CM	20	90-120 DAYS	18" BARREL 15"MLOK RAIL	\$2,499.00	\$689	\$1,810.00
105	DANIEL DEFENSE	DD5V4 BLACK	7.62X51	20	90-120 DAYS	18" BARREL 15"MLOK RAIL	\$2,499.00	\$689	\$1,810.00
106	DANIEL DEFENSE	DD5V3 BLACK	7.62X51	20	90-120 DAYS	16" BARREL 15"MLOK RAIL	\$2,499.00	\$689	\$1,810.00
107	DANIEL DEFENSE	DDM4V7 SLW BLACK	5.56	30	90-120 DAYS	16" BARREL MLOK RAIL	\$1,877	\$512	\$1,365
108	DANIEL DEFENSE	DDM4V7 S BLACK	5.56	30	90-120 DAYS	11.5" BARREL MLOK RAIL	\$1,798.00	\$489	\$1,309.00
109	DANIEL DEFENSE	DDM4V4 S BLACK	5.56	30	90-120 DAYS	11.5"BARREL QUAD RAIL	\$1,826.00	\$441	\$1,385.00
110	SMITH & WESSON	M&P SPORT II 10202	5.56	30	90-120 DAYS	16" A2 FRONT MBUS REAR	\$772.00	\$187	\$585
111	SMITH & WESSON	M&P SPORT II MLOK 10305	5.56	30	90-120 DAYS	16" A2 FRONT MBUS REAR	\$793.00	\$194	\$599.00
112	SMITH & WESSON	M&P15 PATROL RIFLE 13073	5.56	30	90-120 DAYS	16" A2 APERTURE F/R	\$882.00	\$232	\$650.00
113	SMITH & WESSON	M&P15 311000	5.56	30	90-120 DAYS	16" A2 APERTURE F/R	\$1,249.00	\$450	\$799
114	SMITH & WESSON	M&P15T 311001	5.56	30	90-120 DAYS	16" TROY SIGHTS QUAD RAIL	\$1,469.00	\$384	\$1,085.00
115	SMITH & WESSON	M&P15T 311041	5.56	30	90-120 DAYS	16" MAGPUL MBUS	\$1,159.00	\$409	\$750.00
116	SMITH & WESSON	M&P15X 311008	5.56	30	90-120 DAYS	16" A2FRT TROY FOLD REAR	\$1,379.00	\$494	\$885.00
117	SMITH & WESSON	M&P10 311308	.308 WIN	20	90-120 DAYS	18" OPTIC READY	\$1,329.00	\$314	\$1,015.00
118	SMITH & WESSON	M&P10 311314	.308 WIN	20	90-120 DAYS	18" TROY BATTLESIGHTS	\$1,759.00	\$574	\$1,185.00
119									
120									
121									
122									
123									

SW220 - Firearms, Ammunition, and Law Enforcement Supplies

OKLAHOMA SPORTING SUPPLIES INC/H&H SHOOTING SPORTS Pricing Submittal

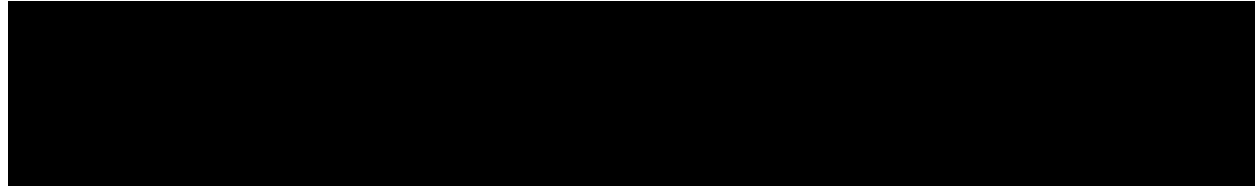
Category 3 - Law Enforcement Supplies

** Suggested Item Categories are listed in the drop down list. **
Suppliers may list alternate categories.

Item/Category	Brand	Delivery	Unit of Measure	List Price	Percent Discount	Contract Price
Belts	SAFARILAND		EA	MSRP	25%	
Ammo Pouch/Speedloader	SAFARILAND		EA	MSRP	25%	
Holders	SAFARILAND		EA	MSRP	25%	
Pouches	SAFARILAND		EA	MSRP	25%	
Ammo Pouch/Speedloader	LOOPER BRAND		EA	MSRP	25%	
Belts	LOOPER BRAND		EA	MSRP	25%	
Holders	LOOPER BRAND		EA	MSRP	25%	
Pouches	LOOPER BRAND		EA	MSRP	25%	
Ammo Pouch/Speedloader	BIANCHI		EA	MSRP	28%	
Belts	BIANCHI		EA	MSRP	28%	
Holders	BIANCHI		EA	MSRP	28%	
Pouches	BIANCHI		EA	MSRP	28%	
Belts	FIRST TACTICAL		EA	MSRP	20%	
Holders	FIRST TACTICAL		EA	MSRP	20%	
Pouches	FIRST TACTICAL		EA	MSRP	20%	
Holders	C&G HOLSTERS		EA	MSRP	20%	
Pouches						

OTHER ITEMS:

Holsters/Accessories	LOOPER BRAND	EA	MSRP	20%
Holsters/Accessories	SAFARILAND	EA	MSRP	25%
Holsters/Accessories	C&G HOLSTERS	EA	MSRP	20%
Holsters/Accessories	STICKY HOLSTERS	EA	MSRP	15%
Lights/Accessories	STREAMLIGHT	EA	MSRP	31%
Lights/Accessories	SUREFIRE	EA	MSRP	20%
Optics	VORTEX	EA	MSRP	40%
Optics	TRIJICON	EA	MSRP/RETAIL	25%
Optics	EOTECH	EA	MSRP	10%
Batteries	SUREFIRE	EA	MSRP	10%
Firearms Accessories	MAGPUL	EA	MSRP	15%
Uniforms	FIRST TACTICAL	EA	MSRP	20%
Bags/Backbacks	FIRST TACTICAL	EA	MSRP	20%
Lights/Accessories	OLIGHT	EA	MSRP	10%



Pouches	POINT BLANK	EA	MSRP	44%
Replacement Vest Straps	POINT BLANK	EA	MSRP	44%
ID Pouches	POINT BLANK	EA	MSRP	44%
Carry Bags	POINT BLANK	EA	MSRP	44%
Face Shields	POINT BLANK	EA	MSRP	44%
OTHER PRODUCTS ATTCHED P.L.	POINT BLANK	EA	SEE NASPO PRICE	44%

Exhibit 1 - Value Added Items and/or Services

If your company can provide additional items and/or services in the general scope of this contract, include them here with brief details and pricing information.

Examples: Labor Rate for Repairs, Labor Rate for Customization, Training, etc.

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tract please

Bauer Firearms	Federal	Ammo Pouch/Speedloader
Benelli	Speer	Badges
Beretta	CCI	Batons
Browning Arms	Lawman	Belly Chains
Bushmaster	Blazer	Belts
Colt	Remington	Flex Cuffs
FNH	Winchester	Gas Mask
Glock	Hornady	Hancuffs
Heckler & Koch	Gold Dot	Helmets
Kahr	Golden Saber	Holders
Mossberg	Beretta	Leg Irons
Remington	Blackhawk	Less Lethal
Savage	Bulldog	Masks
Sig Sauer	Colt	OC Dispensing Systems/Devices
Smith & Wesson	Gerber	Pouches
Springfield	Golden Tiger	Projectiles
Strum Ruger	FNH	Riot Gear
	Sig Sauer	Security/Restraint Chains
	Smith & Wesson	Shields
	Springfield	Tasers
	Wolf	Transport Belts

SW0220_H&H_Contract

Final Audit Report

2021-10-17

Created:	2021-10-12
By:	Lisa Bradley (lisa.bradley@omes.ok.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAADLrKsYcboKfF-ZwyFxaTal1sLCVHU_eZ

"SW0220_H&H_Contract" History

-  Document created by Lisa Bradley (lisa.bradley@omes.ok.gov)
2021-10-12 - 4:03:53 PM GMT- IP address: 165.225.216.114
-  Document emailed to Michal R. Rust (mike.rust@hhshootingsports.com) for signature
2021-10-12 - 4:05:30 PM GMT
-  Email viewed by Michal R. Rust (mike.rust@hhshootingsports.com)
2021-10-12 - 4:20:59 PM GMT- IP address: 206.72.234.22
-  Document e-signed by Michal R. Rust (mike.rust@hhshootingsports.com)
Signature Date: 2021-10-12 - 4:22:06 PM GMT - Time Source: server- IP address: 206.72.234.22
-  Document emailed to Tim Tuck (tim.tuck@omes.ok.gov) for signature
2021-10-12 - 4:22:08 PM GMT
-  Email viewed by Tim Tuck (tim.tuck@omes.ok.gov)
2021-10-14 - 5:05:32 PM GMT- IP address: 94.176.1.121
-  Document e-signed by Tim Tuck (tim.tuck@omes.ok.gov)
Signature Date: 2021-10-14 - 5:06:13 PM GMT - Time Source: server- IP address: 165.225.216.87
-  Document emailed to Dan Sivard (dan.sivard@omes.ok.gov) for signature
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-  Email viewed by Dan Sivard (dan.sivard@omes.ok.gov)
2021-10-17 - 4:03:51 PM GMT- IP address: 165.225.216.87
-  Document e-signed by Dan Sivard (dan.sivard@omes.ok.gov)
Signature Date: 2021-10-17 - 4:04:10 PM GMT - Time Source: server- IP address: 165.225.216.87
-  Agreement completed.
2021-10-17 - 4:04:10 PM GMT



City of
CHICKASHA

Meeting Type: Council Agenda 8-7-2023

Meeting Date: 8/7/2023

Department: Community Development

Agenda Item No. 6.j.

AGENDA ITEM: Discussion, consideration and possible action to adopt Resolution 2023-15R FY 23-24 Master Fee Schedule.

I. BACKGROUND/DESCRIPTION:

- Department Heads have reviewed the current fee schedule structure in their departments.
- The fee schedule is a source of revenue other than Sales and Use Tax.
- Rates will go into effect on September 1, 2023.

II. RECOMMENDED ACTION:

Adopt Resolution 2023-15R FY 23-24 Master Fee Schedule as presented.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Rachel Bernish, Asst. City Manager	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: August 7, 2023	(From)		

V. ATTACHMENTS:

1. Res. 2023-15R Master Fee Schedule
2. Res. 2023-15R Attachment A

RESOLUTION NO. 2023-15R

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF CHICKASHA, GRADY COUNTY, STATE OF OKLAHOMA, ESTABLISHING A MASTER FEE SCHEDULE FOR SERVICE FEES FOR CITY DEPARTMENTS, AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Mayor and Council of the City of Chickasha, Grady County, Oklahoma, have determined that it is necessary to establish a master fee schedule for services that are provided to our citizens, and

WHEREAS, the fee in the attached Exhibit "A" shall take effect on the date of adoption of this Resolution notwithstanding any provision to the contrary, and

WHEREAS, any existing fee not included in this Resolution or amendments thereafter shall remain in full force and effect according to its specific authorization, whether by Resolution, Ordinance, or State Statutes, and

WHEREAS, the Mayor and Council shall adopt revisions and amendments from time-to-time as needed, and

NOW, THEREFORE, BE IT RESOLVED By the Mayor and Council, City of Chickasha, Grady County, Oklahoma, establish a master fee schedule for services provided to our citizens.

ADOPTED AND APPROVED on 7th day of August 2023.

Chris Mosley, Mayor

ATTEST:

Susan M. McDaniel, CMC - City Clerk

(SEAL)

EXHIBIT A

ALL DEPARTMENT FEES

All Department Fees	
Returned Check Fee	\$30.00
Insufficient Draft Fee	\$30.00
Website Transaction Fee	Pass through to Customer
Copy Fee	\$1.25
Kiosk	
Cash, Check or Credit Card Fee	Pass through to Customer

ADMINISTRATION

ADMINISTRATION	
Itinerate Vendor Permit	\$27.50
Open Records Request	\$.25/page
Certified Copy	\$1.00/page

AIRPORT

Hangar Rates	
North Hangar #1	
Single Engine Aircraft	\$135.00
Twin & Jet Engine Aircraft	\$280.00
South Hangar #1	
Single Engine Aircraft	\$135.00
Twin & Jet Engine Aircraft	\$280.00
Hangar #3	
Single Engine Aircraft	\$115.00
Twin & Jet Engine Aircraft	\$140.00
T-Hangar	
\$170.00, Regardless of size of Aircraft	
Hangar 3A	
\$775.00/Month	
Hangar 4	
\$575.00/Month	
Service	Rate

City of Chickasha Annual Fee Schedule

Fuel**	50% Markup
City Manager may authorize special rates, promotions, and waivers	

CEMETERY

LOT PRICES	
SERVICE	RATE
Adult	\$660.00
Infant	\$385.00
Half Plot Rosehill Only (Cremains Only)	\$550.00
Deed Filing	\$18.00

OPENING AND CLOSING- WEEKDAY	
SERVICE	RATE
Adult	\$525.00
Infant (40'x24")	\$275.00
Cremains	\$305.00

OPENING AND CLOSING- WEEKEND	
SERVICE	RATE
Adult	\$745.00

City of Chickasha Annual Fee Schedule

Infant (40'X24")	\$305.00
Cremains	\$330.00

ADDITIONAL FEES	
SERVICE	RATE
Cremains set in Headstone	\$275.00
Setting Concrete Box	\$25.00
Marker per Each (Flat Stone)	\$16.50
Lot Markers per SET (Corner Stone)	\$12.00
Monument per Each (Raised Stone)	\$28.00
Memorial per Each (Raised Stone)	\$28.00
Flat Stone Markers provided by the US Government/ Veterans Administration	No Charge
Funerals before 8:00am or after 4:00pm	\$550.00

COMMUNITY DEVELOPMENT

BUILDING PERMITS	
SERVICE	RATE
Residential New Construction	\$0.20/sq ft
Residential Remodel	\$0.18/sq ft
Commercial/ Industrial New Construction	\$0.22/sq ft
Commercial/ Industrial Remodel	\$0.20/sq ft
Minimum Residential Building Permit	\$55.00 + State Fee
Minimum Commercial Building Permit	\$110.00 + State Fee
Storm Shelter Permit	\$55.00 + State Fee
Misc. Permits not Covered	\$85.00 + State Fee
Any work started without proper permits	3x Permit Fee
Development Inspection Fee	1% of the cost of infrastructure development over \$50,000.00
Building Code Violation Citation	\$200.00 + Court Costs

PLUMBING PERMITS	
SERVICE	RATE
1 st Fixture	\$55.00

City of Chickasha Annual Fee Schedule

Each Additional Fixture	\$12.00
Sewer Line Tap Fee (Inspector to be Present when Saddle Installed)	\$85.00 + State Fee
Minimum Residential Plumbing Permit Fee	\$55.00 + State Fee
Minimum Commercial Plumbing Permit Fee	\$110.00 + State Fee

ELECTRICAL PERMITS	
SERVICE	RATE
Residential New Construction	\$0.55/ Amp of Electrical Service
Residential Remodel	\$0.55/ Amp of Electrical Service
Commercial/ Industrial New Construction	\$1.00/ amp of Electrical Service
Commercial/ Industrial Remodel	\$1.00/ amp of Electrical Service
Reconnect Inspection Fee	\$55.00 + State Fee
Minimum Residential Electrical Permit Fee	\$55.00 + State Fee
Minimum Commercial Electrical Permit Fee	\$110.00 + State Fee

FIRE PERMITS	
SERVICE	RATE

City of Chickasha Annual Fee Schedule

Fire Alarm	\$110.00
Fire Sprinkler	\$220.00

MECHANICAL PERMITS	
SERVICE	RATE
Gas Piping Systems	\$55.00 + most recently adopted State Fee
Gas Pressure Test	\$55.00 + most recently adopted State Fee
Central Heat Unit < 120,000 BTU	\$55.00 + most recently adopted State Fee
Central Heat Unit > 120,000 BTU (includes rtus)	\$110.00 + most recently adopted State Fee
Residential Hot Water Heater	\$55.00 + most recently adopted State Fee
Commercial Hot Water Heater	\$110.00 + most recently adopted State Fee
Air Conditioners<= 5 Tons	\$55.00 + most recently adopted State Fee

City of Chickasha Annual Fee Schedule

Air Conditioners 6 to 20 Tons	\$77.00 + most recently adopted State Fee
Mini Splits 3 Control Heads or Less	\$55.00 + most recently adopted State Fee
Mini Splits Each Additional Head	\$10.00 each
Refrigeration Units	\$110.00 + most recently adopted State Fee
Exhaust System< 120 cfm	\$12.00 each
Exhaust Systems > 120 cfm	\$44.00 each
Minimum Residential Mechanical Permit Fee	\$55.00 + most recently adopted State Fee
Minimum Commercial Mechanical Permit Fee	\$110.00 + State Fee

PLAN REVIEW	
SERVICE	RATE
Residential	\$110.00
Commercial / Industrial	\$220.00
Commercial/ Industrial over 5,000 SQ FT.	\$0.04 / SQ. FT.
Plan Review Consultation	160% of Fee
Contracted Plan Review	160% of Fee
Engineering Plan Review	160% of Fee

City of Chickasha Annual Fee Schedule

CERTIFICATE OF OCCUPANCY	
SERVICE	RATE
Residential	\$44.00
Commercial/ Industrial	\$88.00

DEMOLITION PERMITS	
SERVICE	RATE
Residential Single Family	\$65.00
Residential Multi- Family Fee Per Unit	\$44.00
Residential Accessory Building	\$33.00
Commercial/ Industrial Less Than 10,000 SQ. FT.	\$110.00
Commercial / Industrial Over 10,000 SQ. FT.	\$220.00

HOUSE MOVING PERMITS	
SERVICE	RATE
Each Building	\$310.00

SIGN PERMITS	
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City of Chickasha Annual Fee Schedule

Service	RATE
New Panel For Existing on Premise Sign	\$55.00
On Premise Sign Wall Mount	\$110.00
On Premise Sign Ground Mount	\$110.00
On Premise Pole Sign	\$110.00
Off Premise Sign	\$220.00
Temporary Banner or Flag (Max 30-Day Display)	\$55.00
Special Event Sign	\$25.00 Each

MISCELLANEOUS PERMITS	
SERVICE	RATE
All Community Development Re-Inspection Fees	\$66.00
OMMA Compliance Inspection	\$1,000.00
ABLE Compliance Inspection	\$150.00
Curb Cut/ Driveway Permit	\$55.00
Residential Roof Installation	\$33.00
Commercial Roof Installation < Than 5,000 SQ.FT.	\$110.00
Commercial Roof Installation > Than 5,000 SQ.FT.	\$220.00

City of Chickasha Annual Fee Schedule

Siding Installation/ Windows	\$55.00
Lawn Sprinkler Systems and Plumbing	\$55.00
Residential Fence Permit	\$33.00
Commercial Fence Permit	\$55.00
Swimming Pool Permit (Above Ground)	\$55.00 + most recently adopted State Fee
Swimming Pool Permit (In Ground)	\$110.00 + most recently adopted State Fee
Documents Filed at Courthouse	\$25.00 for First Page
Snow Cone Stand	\$55.00
Donation Boxes per Box	\$110.00
Mobile Food Vendor (2 Day Permit)	\$55.00
Satellite Food Truck (with local anchor restaurant based within City Limits)	\$55.00
Mobile Food Vendor Permit	\$150.00
Carnivals	Sect 12-45 and Certificate of insurance required \$110.00 per Day
Power driven vehicle food peddlers	Sect 12-45 and OSBI Certified Background \$55.00 per year
Revocable Permit Non-Franchise	\$110.00 + \$5.50 per Rod
Revocable Permit Franchise Holder	\$110.00
Garage Sale Permit	\$5.50 per day or \$10.00 for a two (2) day permit

OPERATORS LICENSE LICENSES ARE EFFECTIVE JULY 1 TO JUNE 30 OF CURRENT FISCAL YEAR	
SERVICE	RATE
Auctioneer (not prorated)	\$55.00
Childcare	\$27.50
Gun Range Annual License	\$57.75
Tree Trimmers Annual License	\$66.00
RV Park Annual License	\$55.00 + \$2.00 per RV Space
Mobile Home Park License	\$55.00 + \$2.00 per Mobile Home Site
Pawnbrokers	\$35.00
Salvage Yard	\$55.00
Second Hand Store	\$55.00
Security Company License without firearm	\$55.00 plus Certificate of insurance of \$10,000 Expiration 1 year from date of issuance
Security Company License Renewal without firearm	\$22.00 plus Certificate of insurance of \$10,000 Expiration 1 year from date of issuance
Security Company License w/firearm	\$85.00 plus Certificate of insurance of \$10,000 Expiration 1 year from date of issuance

City of Chickasha Annual Fee Schedule

Security Company License Renewal w/firearm	\$55.00 plus Certificate of insurance of \$10,000 Expiration 1 year from date of issuance
Solicitor Pedestrian	\$27.50 per day application needed
Taxicab Driver	\$3.30 per year
Taxicab Operator	\$110.00 annual fee
Taxicab Vehicle	\$16.50 each
Transient Merchant	\$220.00 per day
Tattoo Parlor	\$1,100.00 Annually
Body Piercing Parlor	\$275.00 Annually
Tattoo Artist	\$275.00 Annually
Body Piercing Artist	\$55.00 Annually
Wrecker & Towing	\$11.00 Annually
Wrecker Unit	\$5.50 per unit

NEW CITY REGISTRATION OF STATE TRADE LICENSE LICENSES ARE EFFECTIVE JULY 1 – JUNE 30 OF CURRENT FISCAL YEAR	
SERVICE	RATE
PLUMBING, ELECTRICAL & MECHANICAL	
Contractor	\$330.00

City of Chickasha Annual Fee Schedule

Journeyman	\$66.00
Apprentice	\$25.00
OTHER CONTRACTORS	
General Contractor	\$85.00
Commercial Roofing Contractor	\$110.00
Residential Roofing Contractor	\$55.00
Fire Alarm (State License Required)	\$55.00

Fire Sprinkler (State License Required)	\$55.00
Fire Extinguisher Service	\$55.00
RENEWAL CITY REGISTRATION OF STATE TRADE LICENSE LICENSES ARE EFFECTIVE JULY 1 – JUNE 30 OF CURRENT FISCAL YEAR	
SERVICE	RATE
PLUMBING, ELECTRICAL & MECHANICAL	
Contractor	\$85.00
Journeyman	\$66.00
Apprentice	\$25.00

LIVESTOCK AND FOWL PERMITS

City of Chickasha Annual Fee Schedule

Zoning Special Exception	\$500.00
Fowl Permit	\$35.00
Pig Permit	\$35.00
Livestock	\$35.00

ZONING RELATED PERMITS	
SERVICE	RATE
Variance Applications	\$500.00
Use on Review Applications	\$500.00
Rezoning Application	\$500.00
Revocable Permit	\$200.00
Zoning Verification Letter	\$150.00
Road and Alley Closure	\$500.00

ZONING RELATED PERMITS - SUBDIVISION	
SERVICE	RATE
Short Form Plat	\$150.00
Preliminary Plat-Two Acre Development or Greater	\$500.00

City of Chickasha Annual Fee Schedule

Preliminary Plat-Less Than Two Acre Development	\$415.00
Final Plat-Two Acre Development or Greater	\$600.00
Final Plat-Less Than Two Acre Development	\$550.00
Administrative Lot Split	\$150.00

FLOODPLAIN FEES	
SERVICE	RATE
Commercial/Industrial Floodplain Application Review	\$415.00
Commercial / Industrial Floodplain Development Permit Fee	\$165.00
Commercial / Industrial Floodplain Inspection Fee	\$85.00
New Residential Construction Floodplain Application Review	\$415.00
New Residential Construction Development Permit Fee	\$165.00
New Residential Construction Floodplain Inspection Fee	\$85.00
Existing Residential Construction Floodplain Application Review	\$165.00

City of Chickasha Annual Fee Schedule

Existing Residential Construction Floodplain Development Permit Fee	\$85.00
Existing Residential Construction Floodplain Inspection Fee	\$55.00
New Residential Accessory Structures Floodplain Application Review	\$85.00
New Residential Accessory Structures Floodplain Development Permit Fee	\$85.00
New Residential Accessory Structures Floodplain Inspection Fee	\$55.00

ENERGY SYSTEMS	
SERVICE	RATE
Wind Energy Commercial	\$415.00
Wind Energy Residential	\$85.00
Solar Energy Commercial	\$1,200.00
Solar Energy Residential	\$500.00

OILWELL DRILLING PERMIT	
SERVICE	RATE
New Oilwell Drilling Permit	\$10,000.00
Workover Rig on Existing Well Site	\$5,500.00
Re-Entry Permit Fee	\$5,500.00
Oil Well Permit Renewal	\$500.00

CITY ALCOHOL BEVERAGE LICENSE LICENSES ARE EFFECTIVE APRIL 1 TO MARCH 31 EACH YEAR	
RATE	
Following Services 100% of most recently adopted State Fee	
SERVICE	
Certificate of Compliance Application	Annual Special Event
Brewer	Quarterly Special Event
Small Brewer	Hotel Beverage
Distiller	Airline/Railroad Beverage
Winemaker	Agent
Oklahoma	Employee Restaurant and Bar

City of Chickasha Annual Fee Schedule

Rectifier	Employee C -Store
Wine and Spirits Wholesaler	Industrial
Beer Distributor	Carrier
Retail Spirits	Private Carrier
Retail Wine	Bonded Warehouse
Retail Beer	Storage
Mixed Beverage Initial	Nonresident Seller License or Manufacturer's
	Manufacturers Agent
Mixed Beverage/Caterer Combination	Sacramental Wine Supplier
On-Premises Beer and Wine	Charitable Auction
	Charitable Alcoholic Beverage
Bottle Club	Winemaker Self-Distribution
	Annual Public Event
Caterer	One-Time Public Event
	Small Brewer Self-Distribution
	Brewpub
	Brewpub Self-Distribution

City of Chickasha Annual Fee Schedule

CODE COMPLIANCE	
SERVICE	RATE
Admin Fee	\$300.00
Abatement Fee	\$150.00
Code Enforcement Citation	\$200.00 + Court Costs

EMS

EMS	
SERVICE	RATE
Advanced Life Support 1 (ALS1)	\$1,200.00
Advanced Life Support 2 (ALS2)	\$1,500.00
Advanced Life Support (ALS) Non-Emergency	\$1,000.00\$
Basic Life Support (BLS)	\$975.00
Basic Life Support (BLS) Non-EMERGENCY	\$900.00
Mileage	\$16.50/Mile
Emergency Call with Specialized Care and No Transport	\$150.00
Lift Assist without Transport	\$82.50 Outside City

HAZMAT	
SERVICE	RATE
Leaks from Damage to Low-Pressure Natural Gas Lines	\$275.00 Plus Actual Costs Incurred

City of Chickasha Annual Fee Schedule

Small Fuel Spills of Less Than 20 Gallons	\$275.00 Plus Actual Costs Incurred
All Other Hazardous Materials Incidents	-
Initial Response Inside City Limits	\$550.00
Initial Response Outside the City Limits	\$2,750.00
Each Responding Vehicle	\$220.00/hr with 2 hr Minimum (Billed in 15 Minute Increments)
Equipment and Supplies	Actual cost
Contract Labor or Materials	Actual cost

INSPECTIONS	
SERVICE	RATE
First Inspection	No Charge
Second and Subsequent Inspections	\$110.00 per Site Visit

FINANCE

SERVICE	RATE
Utility Application Fee	\$20.00
Chronic Disconnect Fee (>4x/year)	\$75.00
Transfer Fee	\$5.00
Request Re-read/Meter Check	\$10.00
Stolen Water Fee	\$300.00

LAKE CHICKASHA

ONE DAY ACTIVITY PERMITS (Must obtain permit for each activity)	
Fishing, Boating, Vehicle, Equine, Golf Cart or Personal Watercraft	\$10.00

OTHER PERMITS		
SERVICE	SINGLE RATE	FAMILY RATE (2 TO 5 PEOPLE)
Vehicle Fees, & Golf Cart Permit (Must be at least 16 Years of age and have valid driver licenses to operate golf cart on roadways)	\$40.00 Annual Per Vehicle and Golf Cart/ATV/UTV	N/A
Motorized Watercraft Fees	\$40.00 Annual	N/A
Fishing Permit (Age 17-64)	\$40.00 Annual	\$95.00
Equine Permit	\$40.00 Annual	\$95.00
Primitive Camping	\$15.00 per night	SAME
Full Hook Up Camping	\$25.00 per night	SAME
Combo: Fishing & Motorized Watercraft Yearly	\$75.00	\$110.00
Combo: Fishing & Motorized Watercraft Day	\$15.00	\$30.00

PARKS FACILITIES

FACILITY RENTALS	
SERVICE	RATE
Pavilion Rental	\$15.00/Hour
Community Buildings - Train Depot	\$85 per hour, minimum of 3 hours
Community Buildings - Shannon Springs Bathhouse and Washita Valley Park	\$30 per hour
Amphitheater	\$30.00 for 3 Hours \$55 for 6 Hours, \$80.00 for 9 Hours \$105.00 for 12 Hours
Security/Damage Deposit (Community Buildings)	\$150.00 \$25.00 retainer, \$125.00 Refundable
Special Event Permit Fee	\$330.00
City Manager may approve special rates, promotions or waivers for Facility Rentals	

POLICE DEPARTMENT

ANIMAL CONTROL	
SERVICE	RATE
Adoption	\$44.00
Impound Fee - Altered Animal 20/40/80	\$71.50
Impound Fee - Unaltered Animal 40/80/160	\$71.50
Daily Boarding Fee	\$20.00
Surrender Fee	\$55.00
City Tag	\$16.50
Potentially D/V Registration	\$250.000
Kennel License Fee	\$100.00
Rodent License	\$35.00
Small-Medium Trap Deposit	\$82.50
Large Trap Deposit	\$165.00
Deceased Animal Pickup	\$44.00
Deceased Animal Drop Off	\$27.50

MUNICIPAL COURT	
SERVICE	RATE
Admin Fee	\$11.00
Admin Fee (training fund)	\$20.00
Technology Fee	\$25.00
State Fees** Set by Oklahoma Statutes 510.S.§24A.5	\$30.00
Total Fees per Citation including Fees Required and Sent to State	\$86.00
Deferral Fee	\$50.00

POLICE RECORDS	
SERVICE	RATE
Per Page	\$0.25
Certified Copy/Page	\$1.00

City of Chickasha Annual Fee Schedule

Fax Report	\$6.00
Email Report	\$6.00
Mail Report	\$6.00
CD/DVD Recording	\$6.00
Blue Ray Disc & tHUMB dRIVE	\$10.00
Fingerprints per Card	\$5.00
Research	\$20.00 per Hour + Cost of Producing Record. One- Hour Minimum.
Arrest Impound Fee	75.00
False Alarms	1st 2 nothing, more than 2 \$250.00 per occurrence
	** Set by Oklahoma Statutes 510.S. §24A.5

PUBLIC LIBRARY

SERVICE	RATE
Replacement Fee	Cost + \$5.00
Copy/Printing	\$0.25 per page for black & white \$1.00 per page for color
Send/Receive a FAX	\$1.00 per page
Late Fees for Material	\$0.20 per day per item
Persons who Reside Outside of Grady County May Purchase a Borrower's Card	\$25.00 annually

MEETING ROOM RENTAL	
4 Hours	\$50.00
8 Hours	\$100.00

PUBLIC WORKS

TAP FEES	
SERVICE	RATE
¾ "	Cost + 10%
1"	Cost + 10%
1.5"	Cost + 10%
2"	Cost + 10%
3"	Cost + 10%
4"	Customer hires out, then \$150 inspection fee
6"	Customer hires out, then \$150 inspection fee
All Others	Customer hires out, then \$150 inspection fee
MXU	Cost + 10%

CONES & BARRICADES	
Customer rents from local business & submits traffic control plan to PW for approval.	\$25.00

BULKY ITEM DISPOSAL INCLUDING LIMBS: Drop-off at PW	
Pickup Bed (Approximately 5 cubic yards)	\$15.00
Pickup Above bed & below Cab (Approximately 10 cubic yards)	\$20.00

Pickup – Above Cab of Truck (Approximately 15 cubic yards)	\$25.00
Small Trailer Load	\$50.00
Large Trailer Load	\$125.00

FIRE HYDRANTS	
Installation	Cost + 10%

SPORTS COMPLEX

SERVICE	RATE
Deposit	\$300.00 \$50.00 retainer, \$250 Refundable
Field Rental: Baseball	\$250.00 per field per day. Games played after midnight are subject to a \$25.00/game fee. Lights are included in fee
Field Rental: Softball	\$250.00 per field per day. Games played after midnight are subject to a \$25.00/game fee. Lights are included in fee
Field Rental: Football/Soccer/Cross Country Course	\$300.00/ Field/ Day This rate includes painting, use of down markers, & soccer goals
Lights for Football Only	\$30.00/Day per Field (Football/Soccer Fields Only)
Quick-Dry	\$25 a Bag
++ Cancellation of a Tournament ++	90 – 60 days notice – Full Refund 59-31 days notice – Half (½)Refund 30 days or less notice –No Refund

City of Chickasha Annual Fee Schedule

City Ran Tournament Gate Fee	\$8.00 for Adults \$4.00 for Students (ages 7-17)
Practice Fee	\$35.00/weekday for Locals \$45.00/weekday for people 25 miles outside of Chickasha For lights add \$10.00
City Manager may authorize special rates, promotions, and waivers	

UTILITY BILLING

WATER RATES	
SERVICE	RATE
Bulk Water	\$7.25 per 1,000 Gallons (\$7.25 Minimum) + \$10.00/ PerTrip Charge

MONTHLY WATER RATES INSIDE CITY LIMITS	
SERVICE	RATE
Residential, Commercial, Irrigation Meters and No Sewer	
0-2,000 Gallons (Inside City Limits)	\$23.50 Minimum
2,001-25,000 Gallons (Inside City Limits)	\$3.50 per 1,000 Gallons
25,001-50,000 Gallons (Inside City Limits)	\$3.65 per 1,000 Gallons
50,001-75,000 Gallons (Inside City Limits)	\$4.25 per 1,000 Gallons
75,001-100,000 Gallons (Inside City Limits)	\$4.55 per 1,000 Gallons
100,001 Gallons and Above (Inside City Limits)	\$5.05 per 1,000 Gallons
MONTHLY WATER RATES OUTSIDE CITY LIMITS	
0-2,000 Gallons (Outside City Limits)	\$47.00 Minimum
2,001-25,000 Gallons (Outside City Limits)	\$7.00 per 1,000 Gallons

City of Chickasha Annual Fee Schedule

25,001-50,000 Gallons (Outside City Limits)	\$7.30 per 1,000 Gallons
50,001-75,000 Gallons (Outside City Limits)	\$8.50 per 1,000 Gallons
75,001-100,000 Gallons (Outside City Limits)	\$9.10 per 1,000 Gallons
100,001 Gallons and Above (Outside City Limits)	\$10.10 per 1,000 Gallons
Industrial Bulk User	
0-2,000 Gallons	\$20 minimum
2001-9999999999 Gallons	\$4.00 per 1,000 Gallons
Fire Hydrant Meter	
0-9999999999 Gallons	\$7.25 per 1,000 Gallons
Ft Cobb Water	
Flat Charge	\$10.18

SEWER RATES	
SERVICE	RATE
Residential & Commercial	
Basic Sewer Rates (Inside City Limits)	\$9.60 plus \$4.75 per 1,000 Gallons
Basic Sewer Rates (Outside City Limits)	\$19.20 plus \$9.50 per 1,000 Gallons

FEES

City of Chickasha Annual Fee Schedule

SERVICE	RATE
Late Penalty	10% of Bill
Disconnect Fee	\$42.00
Administrative Fee (Formerly tamper fee)	\$85.00
Residential Deposit (Homeowner)	\$55.00
Residential Deposit (Rental)	\$80.00
Commercial Deposit	\$200.00
Landlord Bulk Deposit	\$275.00
Clean and Show	\$50.00
Hydrant Meter Deposit	\$1500.00
Meter Test Fee <u>Sizes 5/8" to 3" #</u>	\$275.00
Meter Test Fee <u>Sizes 4" to 6" ^</u>	\$525.00
Monthly Meter Fee (Inside City Limits)	\$1.10
Monthly Meter Fee (Outside City Limits)	\$2.20
NSF Check	\$30.00
EMS Subscriber Fee	\$4.40
Limb Pick Up	\$55.00 up to 4 cubic yards
Limb Pick Up	\$7.70 per cubic yard in excess of 4 cubic yards

City of Chickasha Annual Fee Schedule

Traffic Cone Rental Fee	\$55.00 per event
Barricade Rental Fee	\$55.00 per event

SOLID WASTE	
	RATE
Commercial Polycart	\$24.00
Commercial Polycart Extra Pickup	\$21.50
Residential Trash/Recycle	\$21.00 per Month
Residential Trash/Recycle with Houseside Service	\$26.00
Residential Trash/Recycle Extra Pickup	\$16.00
Extra Trash Cart	\$7.25 per Month
Extra Recycle Cart	\$6.50 per Month
Lock Mech	\$75.00
Large / Bulky Items (inside city limits)	\$20.00 per Estimated Cubic Yard

SOLID WASTE CONTINUED	
3 YD x 1	\$66.00

City of Chickasha Annual Fee Schedule

3 YD x 2	\$117.00
3 YD x 3	\$163.00
3 YD x 4	\$216.00
3 YD x 5	\$320.00
3 YD x 6	\$400.00
3 YD Extra Pickup	\$60.00
4 YD x 1	\$93.00
4 YD x 2	\$166.00
4 YD x 3	\$258.00
4 YD x 4	\$338.00
4 YD x 5	\$425.00
4 YD x 6	\$480.00
4 YD Extra Pickup	\$82.00
6 YD x 1	\$115.00
6 YD x 2	\$200.00
6 YD x 3	\$285.00

City of Chickasha Annual Fee Schedule

6 YD x 4	\$340.00
6 YD x 5	\$450.00
6 YD x 6	\$525.00
6 YD Extra Pickup	\$105.00
SOLID WASTE CONTINUED	
8 YD x 1	\$120.00
8 YD x 2	\$235.00
8 YD x 3	\$400.00
8 YD x 4	\$465.00
8 YD x 5	\$565.00
8 YD x 6	\$640.00
8 YD Extra Pickup	\$120.00



City of
CHICKASHA

Meeting Type: Council Agenda 8-7-2023

Meeting Date: 8/7/2023

Department: Community Development

Agenda Item No. 6.k.

AGENDA ITEM: Discussion, consideration and possible action to approve the quote from Standley's Systems for Scanning Services for the City of Chickasha and authorize the Mayor to execute the Agreement.

I. BACKGROUND/DESCRIPTION:

The City of Chickasha received three open market quotes. Standley's is the lowest and best quote for total services rendered.

II. RECOMMENDED ACTION:

Approve the quote from Standley's Systems for Scanning Services for the City of Chickasha and authorize the Mayor to execute the Agreement.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Darren Martin CBO	Fund	Account	Amount
	(To)11-518-5301-014		
	FUND	ACCOUNT	AMOUNT
Meeting Date: August 7, 2023	(From)		

V. ATTACHMENTS:

1. ADI Scannig Quote for the City of Chickasha
2. City of Chickasha Large Format Scanning 2023
3. 20230801140714670

American Digital Imaging



Scanning Services for the City of Chickasha

1. Transportation:

File pickup and transport to ADI production facility located at 1131 Enterprise Ave. Oklahoma City, OK. 73128. ADI will provide document return transportation to your office or securely shred for recycling.

2. File Preparation for Scanning:

Clean, Remove metal objects, Repair if necessary

3. Index Specifications:

Name, Address, Date

4. Scan Format:

Scan files to computer, 300 dpi PDF format.

5. Digital Storage:

Upon completion of the document scanning process, your company will receive digital files on an USB external drive containing all scanned files to include ADI document search software. ADI will maintain a back-up copy of scanned data, PDF format. The back-up copy is intended as a catastrophic back-up and will be maintained in a fire and flood proof vault provided by ADI.

6. OCR:

All scanned files will be processed with Adobe Optical Character Recognition, making the files internally searchable.

7. Search Software

Document search software program is included at no additional charge. ADI will perform data transfer service from USB external drive to an on-site, work station or Network server.

8. Destruction

All files will be securely shredded by Riteway Shredding and Recycling after the digital files have been delivered to your company and permission has been given to do so.

9. File-data available:

During normal business hours, should an authorized member require a document, a file or multiple files while in ADI possession, ADI will provide an electronic image, via email, as requested at no additional charge.

NOTE: This is the only instance in which a file is ever online.

Service and Pricing

A.D.I. will perform all services above at the rate of:

- 8 ½ x 11 – 8 ½ x 14 @ \$0.07 per image
- Blueprints @ \$3.50 per image

Sincerely;

Scott Hale

(405)650-1384

Ed Hale

(405)650-1260

Email: ADI@Ritewayshredding.com
Website: www.ritewayshredding.com

American Digital Imaging

E.D. Hale Enterprises, LLC. dba. American Digital Imaging is a privately held Limited Liability S. Corporation.



July 19, 2023

Rachel Bernish
City of Chickasha
Community Development Director

Subject: Large Format Conversion Services & Statement of Work

Dear Rachel,

MIDCON understands that CITY OF CHICKASHA seeks to purchase document conversion services. MIDCON has prepared this letter of agreement to outline the terms and conditions of our engagement to ensure a complete understanding of our mutual responsibilities and promises.

MIDCON Data Services is a secure, climate-controlled data storage company and document conversion company. Access to our facilities is controlled by key fobs. We maintain and monitor security cameras 24 hours a day, 7 days a week and 365 days a year. MIDCON staff are screened and trained in the secure handling of confidential documents. Our employees are background-checked, randomly drug tested and sign confidentiality agreements prior to employment. Additionally, our facilities are HIPAA-compliant as demonstrated by our AAA NAID certification.

CITY OF CHICKASHA upon execution of this agreement, will engage MIDCON as an independent contractor to provide computerized imaging and duplication services to your company. As an independent contractor, MIDCON will be responsible for providing the necessary staff to complete the work. MIDCON will also be responsible for all insurance, worker's compensation costs and other costs of employing that staff. MIDCON has made a significant capital investment in high-tech computer equipment which will be used to complete your company's project. MIDCON will provide the facility and all related facility support required to perform the document preparation and scanning work.

Project Description: CITY OF CHICKASHA requires the conversion of paper documents into digital images and database records. MIDCON Data Services would like to submit the following proposal and Statement of Work:

MIDCON will perform all document preparation work; remove documents from any pronged fasteners, clips, bands, or materials used to bind paper together.

MIDCON will convert all the contents of each folder into a 300DPI, bitonal, single-page PDF image to produce a high-quality digital image.

MIDCON will use the automatic de-skew function when scanning and quality check for contrast and brightness.

Maps and Drawings will be indexed by map label or other identifier on document.

MIDCON will return the paper maps/drawing to the roll it originated from.

MIDCON will upload all completed files to a flash drive, hard drive, or secure FTP.

MIDCON will return the maps and drawings to the City of Chickasha at completion or destroy as requested.

Pricing for Services:

Service	Contracted Price
Prepare paper/mylar or cloth maps and drawings for scanning-remove all bindings, straighten, flatten, and put into sleeves as necessary. Scan drawings into 300 DPI, black & white, PDF's	\$2.00 per drawing or map (paper or mylar) \$2.50 per drawing or map (cloth)
Upload scanned images to a flash drive or other media as requested	No charge
Destroy drawings	\$0.50/pound

MIDCON agrees to commence work on this project upon CITY OF CHICKASHA's execution of this agreement and receipt of the data.

CITY OF CHICKASHA will have a period of thirty (30) days following CITY OF CHICKASHA's receipt of the deliverables to review and accept the deliverables.

CITY OF CHICKASHA 's acceptance of the deliverables shall be solely determined by the conformance of the deliverables with the specifications as described above. If the deliverables are unacceptable to CITY OF CHICKASHA, then CITY OF CHICKASHA will describe in writing any non-conformance with the specifications and, if agreed, MIDCON will use its best efforts to resubmit the conforming deliverables to CITY OF CHICKASHA within fifteen (15) days from the date of receipt of CITY OF CHICKASHA's written notice. If you do not provide MIDCON with written objections to the deliverables within the 30-day period, CITY OF CHICKASHA will be deemed to have accepted the deliverables.

As compensation for the work performed by MIDCON for CITY OF CHICKASHA, your company agrees to pay the rate in Pricing for Services table that is attached to this letter. MIDCON will submit an invoice for payment at monthly intervals until completion. Payment of the total amount of the invoice shall be made to MIDCON within 30 days of the date of the invoice.

Any fees and expenses incurred in association with this project that are not described herein shall be charged at the rates listed in the Storage Space Agreement between CITY OF CHICKASHA and MIDCON Data Services, LLC.

If CITY OF CHICKASHA agrees with the terms and conditions of MIDCON's engagement, kindly sign this letter below, as indicated, and return it to us. MIDCON will begin the conversion work your company has requested.

Sincerely,

Traci Boker



DATA SERVICES

13431 N Broadway Extension Highway, Suite 115
Oklahoma City OK 73114

Acknowledgement and Acceptance of Agreement by CITY OF
CHICKASHA the above detailed Agreement is hereby agreed to and
accepted by:

[Name and Title]

Date



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STATEMENT OF WORK

04052023

City of Chickasha

Project Name: Wide Format Scanning

Prepared on: 7/17/23

By: Aaron Bird, Document Services Manager

Robert Biddy, Account Executive

Submitted To:

City of Chickasha

117 N 4th St,

Chickasha, OK 73018

Standley Systems, LLC.

528 W Iowa Street

Chickasha, OK 73018

405.574.1141

abird@standleys.com

rbiddy@standleys.com





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Executive Summary

Standley Systems thanks City of Chickasha for the opportunity to bid this project. We believe that we are uniquely qualified to perform this document conversion service for the City of Chickasha. This document describes our deliverables as requested from the City of Chickasha. This project will enable the appropriate personnel within the City of Chickasha to immediately access information critical to the City of Chickasha and reduce the total amount of storage space required for physical records.

Project Requirements & Assumptions

Introduction

Standley Systems, LLC. ("Standleys") has prepared the following Statement of Work ("SOW") to detail conversion services for the City of Chickasha. ("Client").

Standley has outlined the Project scope and costs for this Project Based engagement. The service costs outlined in this document are based on Standley's experience and preliminary information received from Client. The information in this SOW supersedes all previous estimates or verbal discussions on the Project.

The pricing contained herein is valid for thirty (30) days from the date of this Statement of Work.

Project Summary

During this conversion engagement, Standley will convert a total of 1 document/file population(s) to electronic format.

Population #1: Population Name: Backfile Wide Format Images

- Estimated number of pages in the file shelves: 10,000
 - Estimated pages up to 11"x17" in: None
 - Estimated pages >11"x17" up to 36"x48" in dimension per container: 10,000
 - Percent of duplex pages: 0%
 - Percent of B&W originals: 90%
 - Percent of color originals: 10%
 - Total anticipated image count: 10,000
 - Number of files: TBD
 - Barriers per box: 1-100 Barriers
- Data file will be provided by the Client containing all index values: No





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Imaging Specifications & Assumptions

Processing Locations Processing will occur in no other locations than those listed below, without Client's prior written approval.

Imaging of source media will be performed at Standley Systems Secure Scanning Facility in Chickasha, Oklahoma.

Index capture from images will be performed at Standley Systems Secure Scanning Facility in Chickasha, Oklahoma.

Final conversion processing of images and index data will be performed at Standley Systems Secure Scanning Facility in Chickasha, Oklahoma.

Imaging Grade

Document preparation is defined as Light Prep.

Image quality checking is defined as Full Image-to Page QC.

Document reassembly is defined as Light Reassembly.

Imaging grade levels are assumed to be "D" – Low quality





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Image Capture Specifications

Originals will be scanned at a resolution of 300 dots per inch (dpi).

Pages will be captured as multipage images per file.

Standley will capture black & white originals as bi-tonal (b&w) images.

Standley will capture color originals, including charts, graphs, photographs, and highlighting as bi-tonal (b&w) images.

Logical Document Determination (LDD)

Physical boundaries (e.g., staples, paperclips, rubber bands, binders, folders, etc.) accurately reflect the logical boundaries of the files and documents being processed, therefore LDD will not be performed.

Document Indexing Requirements & Assumptions

Index Process Specifications

Population #1: Wide format images

Standley will capture of the following Document Level. All files will be saved under Document name but placed in a folder named "Wide Format".

1. FIELDS
 - a. Field Name: Document Name_Address_Date(if available)
 - b. Field Size: 11-35
 - c. Field Type: Alphanumeric
 - d. Field Format: Machine Printed





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Data & Image File Format Specifications

Data & Image File Formats

Converted image and index data files will be delivered in a batch\folder directory structure.

Captured Index field data may also be used within the naming conventions for the delivery folder and image files.

Images will be delivered as multi-page PDF images.

Index data will be delivered in a comma separated value (CSV) format.

Optical Character Recognition (OCR) Processing

OCR will be performed on all images of all populations.

Deliverable Media

Delivery Media

Image and index data will be delivered to FTP/sFTP. Files.com will be the web-based software to transfer completed data to client.

Project Schedule

Production Timelines

Production has been estimated at 2 months.





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Inventory Control

Receipt of Media Client

Standley will schedule pick-ups from Client or Client-designated facility located at:

City of Chickasha
117 N. 4th St.
Chickasha, Ok. 73018

Site Contact Name: Darren Martin
Phone Number: (405) 825-6165
Email Address: Darren.martin@chickasha.org

Rapid Response Service (File Access Requests)

Standley's will provide a rapid response service to retrieve files being scanned if needed for business purposes for the duration of this project (the "Rapid Response"). Standley Systems cannot provide this service for files in transit. Rapid Response requests will be initiated via email to the Standley Project Manager. Rapid Response requests will contain agreed upon identifiable information barcode number, file name, box number, or other information needed for direct physical file retrieval. The requested file will be retrieved, scanned, and delivered via sFTP, to the site set up by Standley at project start. Files will be delivered as PDF images within 4 hours of request receipt per the SLA. Business hours are defined as Monday through Friday (excluding holidays) from 8:00 AM - 5:00 PM local time of the location of the physical files. Standley will provide these requests at a rate of **\$35.00** per hour.

Original Document Disposition

6 weeks after associated image delivery is complete Standleys will notify Client in writing that the scanned batch is complete. If written authorization is not received within 6 weeks of receipt of written notice, original media will be returned to Client at Client expense. If the client needs Standleys to hold original media longer than the 6 weeks, Standleys will charge client a storage fee per container.

Data & Image Retention

Standley will not retain archival images and data of Client. Standleys will hold data for 6 weeks. If client needs more time, Standleys will charge client at a storage rate of \$55 per month.

Box Labels

Standley may affix tracking/control labels and/or asset tags to boxes.





Change Order Process

During the course of the Project, new or unforeseen requests or requirements may be presented, or changes may be requested to the Project or its scope. These additional tasks, functions or deliverables have not been provided under the scope of this Project. If Client requires or requests additions or changes with any of the above items, Standley can provide service or assistance; however, the costs for additional tasks or deliverables have not been included in the current estimates and may result in additional costs. The following list provides a detailed process to follow if changes to components within or outside the scope of this SOW are required.

- A Change Order (CO) will be the vehicle for communicating change. The CO must describe the change, the reason for the change, and the effect the change will have on the Project.
- The designated project manager of the requesting party will review the proposed change and determine whether to submit the request to the other party.
- Both project managers will review the proposed change and approve it for further research into implementation. Standley will specify if there will be any charges for research into implementation, which may be incorporated into the CO. The research will determine the effect that the implementation of the CO charge will have on price, schedule, and other terms and conditions of this SOW.
- A written Change Order, that sets forth all additional costs and delivery timetables, will be generated by Standley and must be signed by both parties to authorize the implementation of the changes.





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Pricing Table

Description of Services:	Cost Per Image:	Image Count Ranges:	Totals by Range:
-Prep, Scan all back files - Process all images through OCR - Index by Name_Address_Date(if available)	\$1.26	10,000	\$12,600
Additional Services (estimated):		Total:	\$12,600
-Boxes	\$10.00 ea	50	\$500
-Trips	\$500 ea	2	\$1,000
-Hourly Rate- file handling, place older pages in sleeves	\$25 ea	70	\$1,750
		Total	\$15,850

This is a fee for service engagement and the foregoing Estimated Pre-Tax Total is not a fixed cost, it is merely an estimate of the cost. Standley will invoice based on the actual number of units processed multiplied by the unit cost as referenced in the above table. Pricing does not include shipping costs of deliverables.





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Terms and Conditions

The performance of the services described in this Statement of Work ("SOW") by Standley Systems, LLC. ("Standley") for City of Chickasha ("Client") is subject to the Client's Master Consulting Agreement.

Non-Solicitation. Customer recognizes that the employees and independent contractors of Owner, and such employees' and independent contractors' loyalty and service to Owner, constitute a valuable asset of Owner. Accordingly, Customer shall not, during the Term and for one (1) year thereafter, make any offer of employment to, nor enter into a consulting relationship with, any person who was employed or retained by Owner during the previous two (2) years. Any violation of this provision constitutes a material breach of this Section, and upon any such breach, Customer shall pay to Owner liquidated damages consisting of the amount of all compensation (e.g., salary, bonuses, fees, etc.) paid or to be paid by Customer to the person during the first twelve (12) months after such person was hired/retained by Customer. Each party acknowledges and agrees that this amount of liquidated damages for a breach of this Section is a good faith estimate of the investment in and costs related to recruiting and training that Owner will lose if a Owner employee or independent contractor is hired or retained by Customer. In the event this Section is deemed unenforceable for any reason, Owner shall nevertheless be entitled to recover its actual damages resulting from Customer's breach of this Section.





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Authorization to Commence Work

Client hereby authorizes Standley to proceed with services described and specified in the foregoing Statement of Work for Standley Services and agrees to the terms and conditions as specified herein.

Client: City of Chickasha

STANDLEY SYSTEMS, LLC.

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____





Addendum A – Processing Terms and Definitions

Barrier:

Any physical item or condition requiring manual hand/preparation time to make documents ready for scanning; barriers consist of items that must be removed, unfolded, unbound, require a make-ready, require changes to scanner settings, require special handling, and/or require glasswork scanning.

Barrier examples include staples, clips, rubber-bands, folder prongs, folders, oversize, bound items/books, tagged originals, red welds, notebooks, post it notes, index tabs, envelopes, zip sets, contrast issues, small pages, onion skin, fragile pages, physical media, file folders with multiple dividers/sections, tabs, condition of paper, pages with contrast issues.

Image:

The digital rendering of a single side of a single piece of scanned media (e.g., paper, microfilm, microfiche, aperture card, etc.).

Page:

A single sheet of paper, regardless of physical dimensions.

Document:

One or more pages which together comprise a single logical unit. Examples of different logical definitions would be an "Employment Application" on a duplex page, or a stapled group of pages comprising a "New Hire Pack", or the entire contents of the file folder of paper comprising a "HR file".

File (1):

An electronic version of a record, such as a PDF, JPEG or TIFF image. This definition is typically used in reference to deliverable output, could also be input.

File (2):

A collection of information representing on logical record. Typically used in reference to one or more folders, or documents pertaining to a single individual or matter.

Folder Tab:

The label portion of a physical file folder.

Section Divider (or indexed divider tab):

A physical partition within a File used to indicate logical breaks of separation, where the label portion is usually on a protruding tab.

Population:

A collection of source media sharing common attributes and/or processing requirements. Examples of possible population types would be "HR Employment Records", "HR Benefit Records", "Student Transcripts", and "Student Enrollment Files".





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Document Preparation

Client Preparation:

Client performs 100% of the document preparation. This includes removal of all barriers, creation and insertion of make-ready copies to address contrast issues, fragile pages, small pages that won't feed, etc. Client preparation also includes the unbinding or cutting/trimming of books, pamphlets, etc. that are hard bound, and the insertion of Standley-provided barcode sheets, patch sheets, or document coding/indexing sheets. Client preparation requires that all pages are loose.

Light Preparation:

Standley performs 100% of the preparation and includes the assumptions listed below:

- Documents are 8 ½ by 11" (letter size) up to 11"x17" (tabloid size)
- Standley will insert required barcodes and document coding sheets
- 100 barriers (see definition for barrier) with ~25 pages per barrier
- Guidelines are based on average box size (16x12x10 or 1.2cf)

Medium Preparation:

Standley performs 100% of the preparation and includes the assumptions listed below:

- Documents are 8 ½" x 11" (Letter Size) or 11"x17" (tabloid size)
- Standley will insert required barcodes and document coding sheets
- 101-499 barriers (see definition for barrier).
- Guidelines are based on average box size (16x12x10 or 1.2cf)

Heavy Preparation:

Standley performs 100% of the preparation and includes the assumptions listed below:

- Preparation includes mixed paper sizes
- Standley will insert required barcodes and document coding sheets
- 500 barriers (see definition above for barrier) or more in per box
- Guidelines are based on average box size (16x12x10 or 1.2cf)





Quality Control

Basic Quality Control:

Document Scanning Specialist will ensure scanner is cleaned and operating as required. Does not include a page-to-image comparison.

Statistical/Sample Quality Control:

Standley will complete image to page QC on 10% of the images per box. **Example** - For a box with images count of 2,500 images - The Standley Quality Control Specialist will review (page-to-image comparison) the first 100 images (~4%) of every box, 50 images (~2%) from the middle of the box, and 100 images (~4%) from the end of the box. The quality control process involves the QC Specialist checking for the following items on the ~10% of the population as defined above:

- Ensure all pages defined in the ~10% sampling were scanned
- No missed back sides
- Images are legible to the original
- Images requiring color are scanned per instructions
- Post-it notes handled per instructions
- Physical document breaks captured correctly per instructions

Full/Image-to-Page Quality Control:

Quality Control Specialist will:

- Perform page-to-image comparison of every page
- Ensure all pages are scanned
- No missed back sides
- Images are legible to the original
- Images requiring color are scanned per instructions
- Post-it notes handled per instructions
- Physical document breaks captured correctly per instructions

Reassembly

No Reassembly:

All documents will remain loose, not returned to folders or binders. No removal of barcode and document coding sheets is necessary. Paper returned to its original pick-up box/container

- Documents are not reassembled (re-stapled, re-clipped, re-bound, etc.)
- Documents are not returned to original folders or binds
- Documents are placed in original pick-up box/container
- Document order is maintained
- Standley may or may not remove barcodes placed in the documents during the preparation process





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Light Reassembly:

Re-Assembly includes placing pages into folders (not including placing on prongs or within binder rings) without any staples or clips or any other type of barrier. Standley may or may not remove barcode and/or document coding sheets.

Medium Reassembly

Re-Assembly includes placing pages into folders, placing them on prongs or binder rings without any staples or clips or any other type of barrier. Standley may or may not remove barcode and/or document coding sheets.

Heavy Reassembly:

Re-Assemble documents as originally received. All barriers replaced as original. Standley will remove barcode and document coding sheets.





City of
CHICKASHA

Meeting Type: Council Agenda 8-7-2023

Meeting Date: 8/7/2023

Department: Community Development

Agenda Item No. 6.I.

AGENDA ITEM: Public Hearing - to discuss and consider the rezoning request for Brannan Bordwine located in A Tract Of Land out of the E/2 W/2 NE/4 NW/4 Section 8, Township 6 North, Range 7 West of the I.M., Grady County, State of Oklahoma, described as follows: Beginning at the NW/Corner of said E/2 W/2 NE/4 NW/4 of section 8-6N-7W, I.M., Thence running East 150 Feet: Thence South 580.8 Feet; thence West 150 Feet; Thence North 580.8 Feet to the point of Beginning.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Hold Public Hearing

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Rachel Bernish, Asst. City Manager	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: August 7, 2023	(From)		

V. ATTACHMENTS:



City of
CHICKASHA

Meeting Type: Council Agenda 8-7-2023

Meeting Date: 8/7/2023

Department: Community Development

Agenda Item No. 6.m.

AGENDA ITEM: Discussion, consideration and possible action to approve Ordinance 2023-26 rezoning request for Brannan Bordwine located in *A Tract Of Land out of the E/2 W/2 NE/4 NW/4 Section 8, Township 6 North, Range 7 West of the I.M., Grady County, State of Oklahoma, described as follows: Beginning at the NW/Corner of said E/2 W/2 NE/4 NW/4 of section 8-6N-7W, I.M., Thence running East 150 Feet; Thence South 580.8 Feet; thence West 150 Feet; Thence North 580.8 Feet to the point of Beginning.*

I. BACKGROUND/DESCRIPTION:

This area is located along country club road between S 23rd and S 25th Street and is a 2 acre tract.

This rezoning request allows the appropriate use of r-1 single family residential to be allowed on this site. Currently, the property is zoned agricultural.

The property owner is rezoning to allow for the sale of the property for residential use.

The planning commission recommends approval of this request.

The tract is surrounded by residential uses.

II. RECOMMENDED ACTION:

Approve Ordinance 2023-26 as presented.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Rachel Bernish, Asst. City Manager	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: August 7, 2023	(From)		

V. ATTACHMENTS:

1. 20230630165441962
2. Bordwine zoning
3. ORD 2023- 26 Rezoning BORDWINE COUNTRYCLUB



City of
Chickasha
Community Development

Received: _____
Planning Commission Date: _____
City Council Date: _____

APPLICATION FOR ZONING CHANGE

Applicant(s) Name: BRANNAN BORDOWINE

Address: PO Box 327, Chickasha, OK 73023

Phone: (405) 222-8820

Legal Description: E 1/2 of the W 1/2 of the NE 1/4 of the NW 1/4 of Section 8, Township 6N, Range 7W, I.M. described as:

Beginning @ the NW 1/4 of said E 1/2 W 1/2 NE 1/4 NW 1/4 of S. 6N-7W

Address of subject property: No address @ this time / Country Club TERRIS CONT.

Present zoning of subject property: Aq.

Proposed zoning of subject property: R1

Physical Characteristics of subject property: Flat LAND - Approx 4 ACRES

Frontage on Street: Country Club

Lot Depth: 1300 LF

Drawing Attached: ☒ YES ☐ NO

Proposed Use for the Property: HOUSING DEVELOPMENT

Public Utilities Which Serve the property: YES

Street, Surface Material: HARD SURFACE

City Water: ☒ YES ☐ NO, then list source of water _____

City Sanitary Sewer: ☒ YES ☐ NO, then list provider _____

Number of Off-Street Parking Spaces: N/A

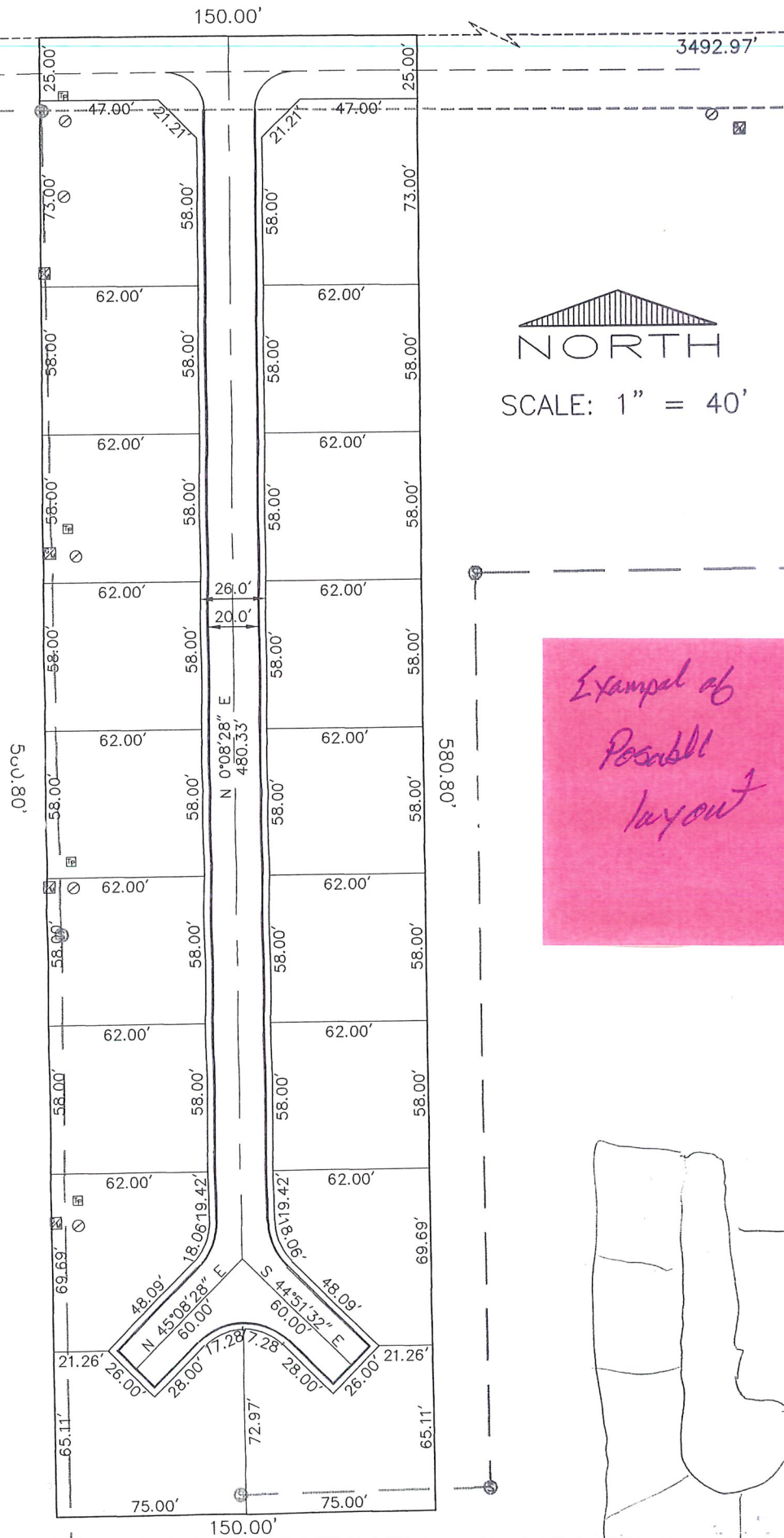
Surface Material of Parking Spaces: HARD SURFACE

Owner of Record: BORDOWINE

Address: 1102 Pikes Peak Rd. Phone Number: 405 224 6311

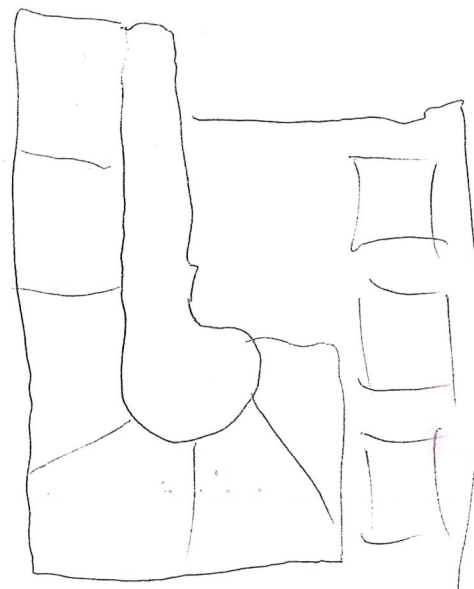
ALL INFORMATION ON THIS FORM MUST BE COMPLETED IN ORDER TO PROCESS YOUR REQUEST

Applicant(s) Signature: [Signature] Date: 5/19/23




 NORTH
 SCALE: 1" = 40'

*Example of
Possible
layout*





© 2015 Google



Google earth



Bordwine Development, Inc.

Commercial & Industrial Construction Services

May 19, 2023

City of Chickasha
Community Development Department
117 North 4th Street
Chickasha, Oklahoma 73018

RE: Country Club and Ferris Property

We are requesting that the property listed above and shown on the attachment be rezoned from its current zoning of agricultural to R1.

The purpose for this request is to allow for the marketing of this property to the multiple developers that are interested in purchasing it for the development of a housing development.

We have had multiple interest from developers to purchase and develop the property contingent on the R Zoning.

If you have any questions, please call Kim at (405) 224-6311 or myself at (405) 222-8820.

Sincerely,



Brannan Bordwine

Cc: File

Post Office Box 327 (73023)
1102 Pikes Peak Road (73018)
Chickasha, Oklahoma
Phone: 405-224-6311
Fax: 405-224-5544

Legal Publication
(Published in The Express-Star June 22, 2023)
PUBLIC NOTICE

Legal Description: A trac of land out of the E/2 W/2 NE/4 NW/4 of Section 8, Township 6 North, Range 7 West of the I.M. Grady County, State of Oklahoma, described as follows: Beginning at the NW/corner of said E/2 W/2 NE/4 NW/4 of Section 8-6N -7W, I.M., thence running East 150 feet; thence south 580.8 feet; thence West 150 feet; thence North 580.8 feet to the point of beginning.

Location: 2 acre lot along County Club Road between S 25th Street and S 23rd Street.

From: Community Development

Date: June 16, 2023

Applicant: Brannan Bordwine

Re: Request for Re-zoning to R-1 Single Family Residential

If you wish to voice your support or protest regarding the above application you should attend the Planning Commission meeting on July 11, 2023 at 4:00 PM in the City Council Chambers Rm. 210 at City Hall, 117 North 4th Street, Chickasha, Oklahoma; A second public hearing will be held on August 7, 2023 at 6:30 PM in the City Council Chambers.

Proof of Publication

Case No: 2 acre lot along Count

Affidavit of Publication

State of Oklahoma, County of Grady, ss:

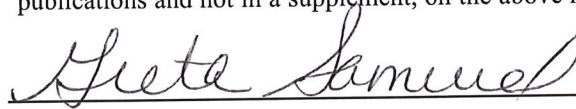
I, the undersigned publisher, editor or Authorized Agent of the Chickasha Daily Express, do solemnly swear that the attached advertisement was published in said paper as follows:

1st Publication

June 22, 2023

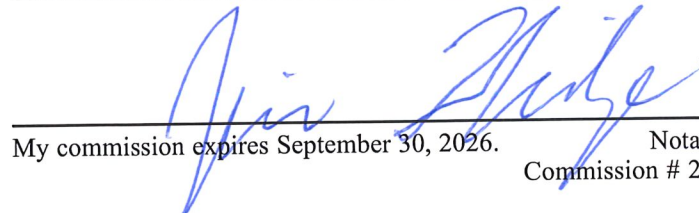
That said newspaper is Weekly, in the city of Chickasha, Grady County, Oklahoma, a Weekly newspaper qualified to publish legal notices, advertisements and publications as provided in Section 106 of Title 25, Oklahoma Statutes 1971, as amended, and complies with all other requirements of the laws of Oklahoma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

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



Signature

Subscribed and sworn before me on this 22nd day of June 2023.



My commission expires September 30, 2026.

Notary Public
Commission # 22013298

Cost of Publication \$ 27.85

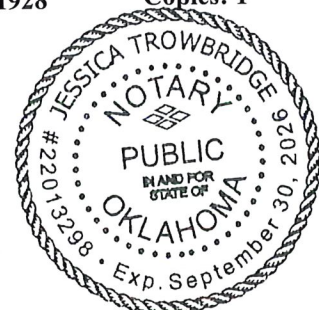
Ad # 00513377

Acct # 23151928

Copies: 1

PAY TO

The Express Star
PO Drawer E
Chickasha, OK 73023



GRADY COUNTY ASSESSOR

[Home](#)
[Search Current Records](#)
[By Name](#)
[By Legal](#)
[By Parcel](#)
[By Location](#)
[By Sales](#)
[By Owner ID](#)
[Last Update](#)
[Download Forms](#)
[Tax Estimator](#)
[Taxpayer Rights](#)
[Contact Us](#)
[About County Govt](#)
[Other Sites](#)
[Help](#)
[Disclaimer](#)
[Return to Portal](#)

COUNTY ASSESSOR TAX ROLLS

PERSONAL INFORMATION

BORDWINE RURAL & URBAN
DEVELOPMENT CORPORATION
P.O. BOX 327

CHICKASHA OK 73023

REAL PROPERTY INFORMATION

Parcel 0000-08-06N-07W-2-007-00
Add/Sec/Twn/Rge 0000 08 06N 07W
Acres/Ag Acres/Use 2.00/0 UrbanRes
Property
Location
Book & Page 3669 134
DocStamps \$0.00

GROSS ASSESSED VALUE *(What is this?)*

Land Market Value	\$12,185.00	Total Market Value	\$12,185.00
Land Assessed Value	\$1,340.00	Total Assessed Value	\$1,340.00
Improvements Market Value	\$0.00	Total Exemption	\$0.00
Improvements Assessed Value	\$0.00	Net Assessed Value	\$1,340.00
Misc. Market Value	\$0.00	School District	9001 Chick City
Misc. Assessed Value	\$0.00	Voting District	
Mobile Home Market Value	\$0.00		
Mobile Home Assessed Value	\$0.00		

PHOTOS

LEGAL DESCRIPTION

08-06-07-22300 BG NW/C E/2 W/2 NE/4 NW/4 TH E 150' S 580.8' W 150' N
580.8' TO BEG. QCD 10/27/04 3669/134

PROVIDED BY:
Bari Firestone
Grady County Assessor

326 Choctaw
Chickasha, OK 73018
(405) 224-4361

DATA LAST UPDATED:
06-28-2023
12:35:41



NOTICE OF PUBLIC HEARING

PC PETITION

REQUEST FOR REZONE FROM AGRICULTURE TO R-1 LOCATED ON COUNTRY CLUB RD.

NOTICE IS HEREBY GIVEN, that the City Of Chickasha Planning Commission will hold a public hearing beginning at 4:00 p.m. on Tuesday July 11th, 2023, at City Hall, 117 North 4th St., Chickasha, Oklahoma. This public hearing is regarding the petition by Brannan Bordwine requesting to rezone from the General Agriculture (A) District to the Residential (R-1) District, one parcel approximately 2.00 acres. The limits of the proposed rezoning includes the following described property:

A Tract Of Land out of the E/2 W/2 NE/4 NW/4 Section 8, Township 6 North, Range 7 West of the I.M., Grady County, State of Oklahoma, described as follows: Beginning at the NW/Corner of said E/2 W/2 NE/4 NW/4 of section 8-6N-7W, I.M., Thence running East 150 Feet; Thence South 580.8 Feet; thence West 150 Feet; Thence North 580.8 Feet to the point of Beginning.

FUTURE TRACT 1 (to be R1)

A Tract Of Land out of the E/2 W/2 NE/4 NW/4 Section 8, Township 6 North, Range 7 West of the I.M., Grady County, State of Oklahoma, described as follows: Beginning at the NW/Corner of said E/2 W/2 NE/4 NW/4 of section 8-6N-7W, I.M., Thence running East 150 Feet; Thence South 580.8 Feet; thence West 150 Feet; Thence North 580.8 Feet to the point of Beginning.



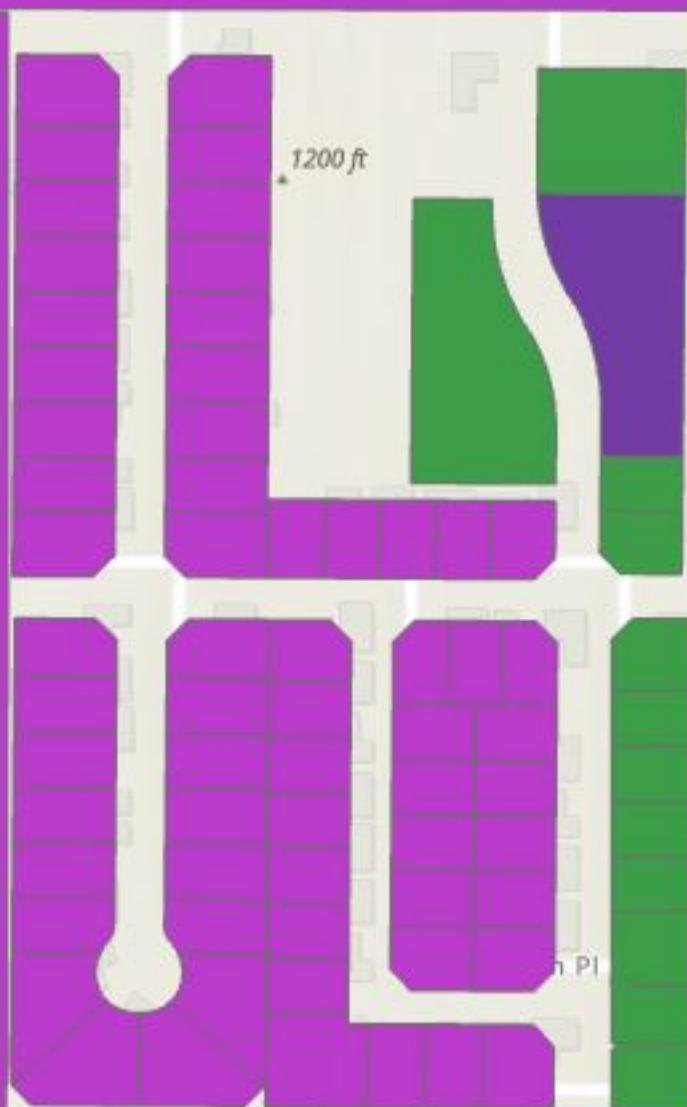
BRIEF DESCRIPTION OF REQUEST: The applicant wishes to rezone approximately 2 acre to the Residential (R-1) District. The applicant wishes to rezone to R1 so a developer can purchase the land for residential development.

Any person supporting or having any objections to this petition may appear before the Planning Commission on the above date set for hearing and show cause why the petition should or should not be approved. Written comments regarding this petition should be emailed to Rachel.bernish@chickasha.org or be mailed to City of Chickasha, Community Development Department, 117 North 4th Street Chickasha, Oklahoma 73018.

A Second Public hearing will be held at the City Council Meeting on August 7, 2023 at 6:30 pm at the City Council Chambers, 117 North 4th Street Chickasha Oklahoma.

Sincerely,

Rachel Bernish Community Development Director



ORDINANCE NO. 2023-26

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF CHICKASHA, GRADY COUNTY, STATE OF OKLAHOMA, AMENDING THE ZONING MAP AND ORDINANCES FOR A TRACT OF LAND OUT OF THE E/2 W/2 NE/4 NW/4 SECTION 8, TOWNSHIP 6 NORTH, RANGE 7 WEST OF THE I.M., GRADY COUNTY, STATE OF OKLAHOMA, DESCRIBED AS FOLLOWS: BEGINNING AT THE NW/CORNER OF SAID E/2 W/2 NE/4 NW/4 OF SECTION 8-6N-7W, I.M., THENCE RUNNING EAST 150 FEET; THENCE SOUTH 580.8 FEET; THENCE WEST 150 FEET; THENCE NORTH 580.8 FEET TO THE POINT OF BEGINNING THEREOF CHANGING THE ZONING DISTRICT TO R-1 SINGLE FAMILY RESIDENTIAL.

WHEREAS, a rezoning was requested, and the Planning Commission held a public hearing and voted to forward a recommendation for approval to the City Council;

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

SECTION 1. That the zoning map and ordinances of Chickasha, Grady County, State of Oklahoma, be changed to Single Family Residential covering the hereinafter described property:

Legal Description:

A Tract Of Land out of the E/2 W/2 NE/4 NW/4 Section 8, Township 6 North, Range 7 West of the I.M., Grady County, State of Oklahoma, described as follows: Beginning at the NW/Corner of said E/2 W/2 NE/4 NW/4 of section 8-6N-7W, I.M., Thence running East 150 Feet: Thence South 580.8 Feet; thence West 150 Feet; Thence North 580.8 Feet to the point of Beginning

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

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

Adopted and approved this 7th day of August 2023.

Chris Mosley, Mayor

ATTESTED:

Susan McDaniel, City Clerk
(SEAL)



City of
CHICKASHA

Meeting Type: Council Agenda 8-7-2023

Meeting Date: 8/7/2023

Department: Administration

Agenda Item No. 6.n.

AGENDA ITEM: Discussion, consideration and possible action to approve an oil and gas lease with Petroven, Inc., (Principal of Heller Oil, Inc.) for 31 acres, more or less, in Section 22, Township 7 North, Range 7 West, Grady County, Oklahoma.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Approve an oil and gas lease with Petroven, Inc., (Principal of Heller Oil, Inc.) for 31 acres, more or less, in Section 22, Township 7 North, Range 7 West, Grady County, Oklahoma.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: August 7, 2023	(From)		

V. ATTACHMENTS:

1. Heller Grady Section 22 City (revised)

OIL AND GAS LEASE

(Paid-up)

AGREEMENT, made and entered into this ____ day of August, 2023, 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 Petroven, Inc., with a mailing address of 5501 LBJ Freeway, Suite 900, Dallas, TX 75240, 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 Grady, State of Oklahoma, described as follows, to-wit:

An undivided 31.00 acres, more or less, in S/2 SW/4 NE/4 & NW/4 NW/4 SE/4, and a tract beginning at the SW Corner of the NW/4 NE/4, THENCE North 208.809 ft, THENCE East 208.809 ft, THENCE South 208.809 ft, THENCE West 208.809 ft to the Point of Beginning,

All being located in Section 22, Township 7 North, Range 7 West, Grady 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 August, 2023.

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 August, 2023, 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.

Notary Public

My Commission Expires:_____

Commission No.:_____

EXHIBIT "A"

**Attached to and made a part of that certain Oil and Gas Lease dated the _____ day of August, 2023,
between the City of Chickasha, Oklahoma, a municipal Corporation of the State of Oklahoma, Lessor,
and Petroven, Inc., Lessee,
covering lands in Section 22, Township 7 North, Range 7 West, Grady 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 8-7-2023

Meeting Date: 8/7/2023

Department: Administration

Agenda Item No. 6.o.

AGENDA ITEM: Discussion, consideration and possible action to approve an oil and gas lease with Petroven, Inc., (Principal of Heller Oil, Inc.) for 0.480737 acres, more or less, in Section 34, Township 7 North, Range 7 West, Grady County, Oklahoma.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Approve an oil and gas lease with Petroven, Inc., (Principal of Heller Oil, Inc.) for 0.480737 acres, more or less, in Section 34, Township 7 North, Range 7 West, Grady County, Oklahoma.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: August 7, 2023	(From)		

V. ATTACHMENTS:

1. Heller Grady Section 34 City (revised)

OIL AND GAS LEASE

(Paid-up)

AGREEMENT, made and entered into this ____ day of August, 2023, 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 Petroven, Inc., with a mailing address of 5501 LBJ Freeway, Suite 900, Dallas, TX 75240, 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 Grady, State of Oklahoma, described as follows, to-wit:

An undivided 0.32082 acres more or less, in the North 35' of Lot 1, Block 225, Chickasha OT Addition

An undivided 0.159917 acres, more or less, in the South 32.4' of Lot 8, Block 263, Chickasha OT Addition

All being located in Section 34, 7 North, Range 7 West, Grady 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 August, 2023.

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 August, 2023, 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 Chairman of 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.

Notary Public

My Commission Expires: _____
Commission No.: _____

EXHIBIT "A"

**Attached to and made a part of that certain Oil and Gas Lease dated the _____ day of August, 2023,
between the City of Chickasha, Oklahoma, a municipal Corporation of the State of Oklahoma, Lessor,
and Petroven, Inc., Lessee,
covering lands in Section 34, 7 North, Range 7 West, Grady 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 8-7-2023

Meeting Date: 8/7/2023

Department: Administration

Agenda Item No. 6.p.

AGENDA ITEM: Discussion, consideration and possible action to approve an oil and gas lease with Petroven, Inc., (Principal of Heller Oil, Inc.) for 4.9140467 acres, more or less, in Section 28, Township 7 North, Range 7 West, Grady County, Oklahoma.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Approve an oil and gas lease with Petroven, Inc., (Principal of Heller Oil, Inc.) for 4.9140467 acres, more or less, in Section 28, Township 7 North, Range 7 West, Grady County, Oklahoma.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: August 7, 2023	(From)		

V. ATTACHMENTS:

1. Heller Grady Section 28 City (revised)

OIL AND GAS LEASE

(Paid-up)

AGREEMENT, made and entered into this ____ day of August, 2023, 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 Petroven, Inc., with a mailing address of 5501 LBJ Freeway, Suite 900, Dallas, TX 75240, 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 Grady, State of Oklahoma, described as follows, to-wit:

An undivided 0.038246 acres, more or less, N 10' of Lot 2: Block 149 Chickasha OT City Of Chickasha, OK

An undivided 0.669140 acres, more or less, Lot 4, Block 107 OT Addition City of Chickasha, OK

An undivided 0.932465 acres, more or less, Lots 2 & 3 Block 109 - Less Railroad Right-Of-Way, and East 40' of Lot 6 City of Chickasha, OK

An undivided 1.482438 acres, more or less, Lots 1 & 2 & N 60' of Lots 3 & 4 Block 105 City of Chickasha, OK

An undivided 0.790863 acres, more or less, Lot 5 & S 80' Lot 6 Block 104 City of Chickasha, OK

An undivided 0.9033287 acres, more or less, Lots 1 and 2, Block 106, City of Chickasha, OK

An undivided 0.097566 acres, more or less, North 45 feet of Lots 9 and 10, Block 35, City of Chickasha, OK

All being located in Section 28, Township 7 North, Range 7 West, Grady 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 August, 2023.

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 August, 2023, 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.

Notary Public

My Commission Expires:_____

Commission No. _____

EXHIBIT "A"

**Attached to and made a part of that certain Oil and Gas Lease dated the _____ day of August, 2023,
between the City of Chickasha, Oklahoma, a municipal Corporation of the State of Oklahoma, Lessor,
and Petroven, Inc., Lessee,
covering lands in Section 28, Township 7 North, Range 7 West, Grady 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 8-7-2023

Meeting Date: 8/7/2023

Department: Administration

Agenda Item No. 6.q.

AGENDA ITEM: Discussion, consideration and possible action to approve an oil and gas lease with Petroven, Inc., (Principal of Heller Oil, Inc.) for 3.699146 acres, more or less, in Section 33, Township 7 North, Range 7 West, Grady County, Oklahoma.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Action to approve an oil and gas lease with Petroven, Inc., (Principal of Heller Oil, Inc.) for 3.699146 acres, more or less, in Section 33, Township 7 North, Range 7 West, Grady County, Oklahoma.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: August 7, 2023	(From)		

V. ATTACHMENTS:

1. Heller Grady Section 33 City (revised)

OIL AND GAS LEASE

(Paid-up)

AGREEMENT, made and entered into this ____ day of August, 2023, 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 Petroven, Inc., with a mailing address of 5501 LBJ Freeway, Suite 900, Dallas, TX 75240, 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 Grady, State of Oklahoma, described as follows, to-wit:

An undivided 0.0755370 acres, more or less, the West 18 feet of Lot 3, Block 306, City of Chickasha, OK

An undivided 0.413223 acres, more or less, Lot 2, Block 239, City of Chickasha, OK

An undivided 0.111053 acres, more or less, the North 15 feet of Lot 17 of Luster's Subdivision, Block 243, City of Chickasha, OK

An undivided 0.082185 acres, more or less, East 10 feet of Lot 6 and West 10 feet of Lots 2, 3 & 4, of Harrison Subdivision of Lots 7 & 8, of Block 273, City of Chickasha, OK

An undivided 0.165289 acres, more or less, East 20 feet of Lots 2 and 3, Block 292, City of Chickasha, OK

An undivided 2.851859 acres, more or less, All of Block 296, City of Chickasha, OK

All being located in Section 33, Township 7 North, Range 7 West, Grady 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 August, 2023.

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 August, 2023, 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.

Notary Public

My Commission Expires: _____
Commission No.: _____

EXHIBIT "A"

**Attached to and made a part of that certain Oil and Gas Lease dated the ____ day of August, 2023,
between the City of Chickasha, Oklahoma, a municipal Corporation of the State of Oklahoma, Lessor,
and Petroven, Inc., Lessee,
covering lands in Section 33, Township 7 North, Range 7 West, Grady 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 8-7-2023

Meeting Date: 8/7/2023

Department: City Clerk

Agenda Item No. 6.r.

AGENDA ITEM: Discussion, consideration, and possible action to approve a request from the Chickasha Chamber of Commerce to hold the Neewollah Festival on Saturday, October 28, 2023 from 4:00 p.m. to 8:00 p.m.

I. BACKGROUND/DESCRIPTION:

A request has been received from the Chickasha Chamber of Commerce for permission to conduct the annual Neewollah Festival to be held from 4:00 p.m. to 8:00 p.m. on Saturday, October 28, 2023.

The Chickasha Chamber of Commerce will be developing a children/family-friendly event to be held in the 400 - 800 Block of Chickasha Ave. They are requesting permission to block off the side streets in this area.

II. RECOMMENDED ACTION:

Approve a request from the Chickasha Chamber of Commerce to hold the Neewollah Festival on Saturday, October 28, 2023 from 4:00 p.m. to 8:00 p.m. and authorize the blockage of the side streets from the 400 - 800 block of Chickasha Ave.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: August 7, 2023	(From)		

V. ATTACHMENTS:

1. 20230804132031624



City of

Chickasha

Community Development

OUTDOOR AMUSEMENT EVENT LICENSE APPLICATION

Date: 1-19-23 Event Date(s) & Times: October 28, 2023 4:00-8:00 pm

Event Type (Include a description of all events and functions):

Neewollah - Halloween Festival

(geared toward children/families)

* Will need to block off side streets.

Applicant: Chickasha Chamber of Commerce

Mailing Address: 221 W Chickasha Ave

City: Chickasha

State: OK

Zip: 73018

Event Address or location description: Chickasha Ave - 4th through 8th Streets

Property Owner: City of Chickasha

Phone Number: 405-222-6020

Mailing Address: 110 N 4th St

City: Chickasha

State: OK

Zip: 73018

Present Zoning District: _____ Size of Event Space (Acres): _____

Type of Sanitary Facilities to be Provided: _____

Type of Solid Waste Facilities to be Provided: port-a-potties

Combined Estimated Number of Participants/Spectator's: 1500

Describe Parking Facilities to be Provided (Including surface type, access and number of spaces): N/A

REQUIREMENTS

☐ Advertising Signs: NO Off-Premises Advertising Signs shall be allowed.

☐ FEE: Application fee of \$25.00 (non-refundable). Receipt Number: _____

Comments:

☐ Reviewed By: _____ Police Department _____

☐ Reviewed By: _____ Fire Department _____

☐ Reviewed By: _____ Public Works _____

☐ Reviewed By: _____ Community Development _____

☐ Approved ☐ Denied By: _____ City Manager's Office



City of
CHICKASHA

Meeting Type: Council Agenda 8-7-2023

Meeting Date: 8/7/2023

Department: Public Works

Agenda Item No. 6.s.

AGENDA ITEM: Discussion, consideration, and possible action to accept Bid COC-2304 - Storm sewer and pavement repairs to the intersection of 14th and Missouri as complete and authorize final payment in the amount of \$288,522.58.

I. BACKGROUND/DESCRIPTION:

Authorization to solicit bids for COC-2304 was approved by Council on May 18, 2023.

Council awarded COC-2304 to Mayfield Contracting LLC on June 20, 2023.

Mayfield Construction, LLC changed its name to Bear Creek Construction, LLC. A copy of the State of Oklahoma Amended Certificate of Limited Liability Company and Affidavit has been supplied as well.

II. RECOMMENDED ACTION:

Accept the COC-2304 - Storm Sewer and pavement repairs to the Intersection of 14th and Missouri as complete and authorize the final payment in the amount of \$287,989.87 to Bear Creek Construction, LLC.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Jim Crosby, Public Works Director	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: August 7, 2023	(From) 31-530-6451-001		\$288,522.58

V. ATTACHMENTS:

1. 20230804141950346

CITY OF CHICKASHA PURCHASE REQUEST

DATE: 8/2/2023

DEPT: LINE MAINTENANCE

DELIVER TO: PUBLIC WORKS

☐ open ☒ rec

PO # _____

VENDOR # _____

VENDORS	Vendor # 1 ☐	Vendor # 2 ☐	Vendor # 3 ☐
NAME	BEAR CREEK CONSTUCTION		
ADDRESS	PO BOX 129		
CITY	CLINTON		

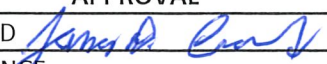
BUDGET BALANCE	ITEM-DESCRIPTION	QTY	TOTAL PRICE VENDOR # 1	TOTAL PRICE VENDOR # 2	TOTAL PRICE VENDOR # 3
	REPAIR AT 14 & MISSOURI		\$ 288,522.58		
TOTAL			\$ 288,522.58	\$ 0.00	\$ 0.00
CASH DISCOUNT			()	()	()
TOTAL GROSS PRICE			\$ 288,522.58	\$ 0.00	\$ 0.00
TOTAL FREIGHT					
TOTAL			\$ 288,522.58	\$ 0.00	\$ 0.00

DISBURSEMENT
FUND: 31
DEPT: 530
ITEM: 6451-001

COMMENTS: INVOICE #

ALL EXPENDITURES OF MORE THAN \$500 MUST BE SUPPORTED BY VERBAL OR WRITTEN QUOTATIONS, MORE THAN \$1,000 MUST BE SUPPORTED BY FORMAL WRITTEN QUOTATIONS AND MORE THAN \$3,500 MUST BE DONE THROUGH A FORMAL BID PROCESS.
QUOTATIONS MUST BE FROM AT LEAST THREE (3) RESPONSIBLE BIDDERS AND MUST BE ATTACHED.

QUOTATIONS TAKEN BY: (Printed Name/Signature) _____

CIRCLE ONE			APPROVAL	
BID ONLY	RUSH	CONTRACT ONLY	DEPARTMENT HEAD	
			DIRECTOR OF FINANCE	
QUOTATIONS ONLY	EMERGENCY PURCHASE		CITY MANAGER	

10/14/2013

From: [Julie Rigsby](#)
To: rscottv11@gmail.com
Cc: [Ali Mayfield](#)
Subject: Signed Affidavit - Bear Creek Construction, LLC
Date: Monday, July 31, 2023 2:11:55 PM
Attachments: [Signed Affidavit.pdf](#)
[2023 OK Amended Name Certificate 7.14.23.pdf](#)

Mr. Vaughn,

Attached is the signed affidavit for the work at 14th & Missouri/Florida for your review. I am also attaching a copy of our name change certificate with the secretary of state if needed. Please let us know if you need anything else.

Thank you,

Julie Rigsby

Controller

Okie Construction & Welding

600 W Commerce St.

Clinton, OK 73601

Office: (580) 547-4252



Bear Creek Construction, LLC

PO Box 129
Clinton, OK 73601

Invoice

Date	Invoice #
7/21/2023	1001

Bill To
City of Chickasha 117 N 4th Street Chickasha, OK 73018

P.O. No.	Terms	Project Name
Project: COC-2304	Net 30	Storm Sewer & Pavem...

Description	Quantity	Rate	Amount
Emergency Storm Sewer and Pavement Repairs at the intersection of 14th and Missouri + Work at 14th and Florida			
Aggregate Base, Type A	65	45.00	2,925.00
Subgrade Method B	390	110.00	42,900.00
P.C. Concrete Pavement, 9" Thick	390	142.00	55,380.00
Concrete Curb, Integral, 6"	178	130.00	23,140.00
Manhole, 5' Diameter 7' Deep or Less	2	1,869.00	3,738.00
Replace Manhole Frame and Cover	2	652.00	1,304.00
Adjust Manhole to Grade	2	500.00	1,000.00
Inlet	4	3,525.00	14,100.00
RCP 36" Round	56	187.20	10,483.20
RCP 12" Round	64	120.80	7,731.20
Removal of Structures	5	6,868.51	34,342.55
Removal of Ex Pavement	390	188.05	73,339.50
Removal of Ex Pipe	120	69.19	8,302.80
Sawing Pavement	109	76.18	8,303.62
Const Traffic Control	1	1,000.00	1,000.00
Under Run: Manhole (\$1,869)+ RCP 36" Round (\$10,483.20)+ Removal of Ex Pipe (\$3,874.64)	1	-16,226.84	-16,226.84
Change Order Added Intersection: (Aggregate Base, Type A (4) \$180, Subgrade Method B (25) \$2,750, PC Concrete Pavement, 9" Thick (25) \$3,550+ Manhole (\$1,869) + Removal of Structures (\$6,868.51) +Removal of Ex. Pavement (\$4,701.25)+ Sawing Pavement (\$4570.80)+ Const Traffic Control (\$1,000)	1	25,497.06	25,497.06
Did not do at 14th & Florida: Manhole (\$1,869)+ Removal of Structures (6,868.51)	1	-8,737.51	-8,737.51
RECOMMENDED FOR APPROVAL AFTER CONCRETE PAVEMENT JOINTS ARE SEALED AND CONCRETE PAVEMENT CURES FOR TWO WEEKS R. SCOTT VAUGHN, P.E. 7/24/2023 			

			Total	\$288,522.58
Phone #	Fax #	E-mail		
(580)445-5444	(580)547-4098	ali@mayfieldcontracting.com		

OFFICE OF THE SECRETARY OF STATE



**AMENDED CERTIFICATE
OF
LIMITED LIABILITY COMPANY**

WHEREAS, the Amended Articles of Organization of

BEAR CREEK CONSTRUCTION, LLC

an Oklahoma limited liability company has been filed in the office of the Secretary of State as provided by the laws of the State of Oklahoma.

NOW THEREFORE, I, the undersigned, Secretary of State of the State of Oklahoma, by virtue of the powers vested in me by law, do hereby issue this certificate evidencing such filing.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the Great Seal of the State of Oklahoma.



*Filed in the city of Oklahoma City this
14th day of July, 2023.*

Brian T. Jorgensen

Secretary of State

In compliance with Title 62 of the Oklahoma Statutes, Section 310.9 A & B all architects, contractors, engineers, or material suppliers conducting business with the City of Chickasha, Oklahoma are required to complete (sign and notarize) this affidavit.

STATE OF OKLAHOMA)
) ss
COUNTY OF: Custer)

OTHER STATE: _____)
) ss
COUNTY OF: _____)

Vendor # Bear Creek Construction, LLC

PO # COC-2304

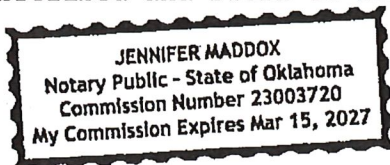
Name City of Chickasha - 14th + Missouri
14th + Florida

\$ 288,522.58

The undersigned (architect, contractor, supplier, or engineer) of lawful age, being first duly sworn, on oath says that this invoice or claim is true and correct. Affiant further states that the (work, services, or materials) as shown by this invoice or claim have been (completed or supplied) in accordance with the plans, specifications, orders or requests furnished the affiant. Affiant further states that (s)he has made no payment directly or indirectly to any elected official, officer, or employee of the State of Oklahoma, any county or local subdivision of the state, or money or any other thing of value to obtain payment of the invoice or procure the contract or purchase order pursuant to which an invoice is required.

Ali Mayfield
(Signature - Contractor, Supplier, or Engineer)

Subscribed and sworn to before me this 28th day of July, 2023.



Jennifer Maddox
Notary Public

Company Name: Bear Creek Construction, LLC aka Mayfield Contracting, LLC

Address: 1000 W Commerce Street

City: Clinton State: OK Zip: 73601



City of
CHICKASHA

Meeting Type: Council Agenda 8-7-2023

Meeting Date: 8/7/2023

Department: Administration

Agenda Item No. 6.t.

AGENDA ITEM: Discussion, consideration, and possible action to approve the request from the Chickasha Chamber of Commerce to hold a "Walking Costume Parade" on Friday, October 13, 2023 from 7:30 p.m. to 8:30 p.m. from 6th Street to 1st Street on Chickasha Avenue.

I. BACKGROUND/DESCRIPTION:

The Chickasha Chamber of Commerce is having a "Walking Costume Parade" on Friday, October 13, 2023 at 7:30 p.m. from 6th Street to 1st Street on Chickasha Ave. This is geared toward College/Adults. There is no request for street closures. However, they are asking for a police escort.

II. RECOMMENDED ACTION:

Approve the request from the Chickasha Chamber of Commerce to hold a "Walking Costume Parade" on Friday, October 13, 2023 from 7:30 p.m. to 8:30 p.m. on Chickasha Avenue.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: August 7, 2023	(From)		

V. ATTACHMENTS:

- 20230804132031624



City of

Chickasha

Community Development

OUTDOOR AMUSEMENT EVENT LICENSE APPLICATION

Date: 1-19-23 Event Date(s) & Times: October 28, 2023 4:00-8:00 pm

Event Type (Include a description of all events and functions):

Neewollah - Halloween Festival

(geared toward children/families)

* Will need to block off side streets.

Applicant: Chickasha Chamber of Commerce

Mailing Address: 221 W Chickasha Ave

City: Chickasha

State: OK

Zip: 73018

Event Address or location description: Chickasha Ave - 4th through 8th Streets

Property Owner: City of Chickasha

Phone Number: 405-222-6020

Mailing Address: 110 N 4th St

City: Chickasha

State: OK

Zip: 73018

Present Zoning District: _____ Size of Event Space (Acres): _____

Type of Sanitary Facilities to be Provided: _____

Type of Solid Waste Facilities to be Provided: port-a-potties

Combined Estimated Number of Participants/Spectator's: 1500

Describe Parking Facilities to be Provided (Including surface type, access and number of spaces): N/A

REQUIREMENTS

☐ Advertising Signs: NO Off-Premises Advertising Signs shall be allowed.

☐ FEE: Application fee of \$25.00 (non-refundable). Receipt Number: _____

Comments:

☐ Reviewed By: _____ Police Department _____

☐ Reviewed By: _____ Fire Department _____

☐ Reviewed By: _____ Public Works _____

☐ Reviewed By: _____ Community Development _____

☐ Approved ☐ Denied By: _____ City Manager's Office