

NOTICE OF REGULAR MEETING
OF THE
CHICKASHA CITY COUNCIL

In compliance with Title 25, Oklahoma Statutes, Section 301-314, the Oklahoma Open Meeting Act, including the posting of notice and agenda, be advised that the Chickasha City Council, Chickasha Municipal Authority, and Chickasha Municipal Airport Authority of the City of Chickasha, Oklahoma, will conduct a **REGULAR MEETING ON MONDAY, SEPTEMBER 18, 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, September 15, 2023.



Susan M. McDaniel, CMC

Sworn to and subscribed before me on this 15th day of September 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

SEPTEMBER 18, 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. Presentation by Pat Brooks - Chickasha Downtown Master Park Plan
4. **Consent Docket:**
 - a. Acceptance of the Minutes of the September 5, 2023 regular meeting.
 - b. Acceptance of the Claims List.

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

6. Discussion and Consideration

- a. Discussion, consideration and possible action to authorize the surplus of the circulation desk and circulation area bookshelves at the library.
- b. Discussion, consideration and possible action on a recommendation from the Chickasha Economic Development Council awarding the Central Business District Building Grant for CCP LLC for 117 N 2nd Street (Roberto's Tex Mex) in an amount not to exceed \$83,400.00 under terms and conditions adopted by the Economic Development Council.
- c. Discussion, consideration and possible action to approve the Contract between the City of Chickasha and Hudson Prince for engineering review services and authorize the Mayor to execute the same.
- d. Discussion, consideration and possible action to approve the Master Service Agreement and Task Authorization for The Water Treatment Plan Improvement project for Freese and Nichols, Inc.
- e. Discussion, consideration and possible action approve Ordinance 2023-28 AMENDING THE CODE OF ORDINANCES CHAPTER 40, PARKS, RECREATION AND OTHER PUBLIC FACILITIES, ARTICLE I, IN GENERAL, SECTION 40-4, TRAFFIC RESTRICTIONS, TO PROVIDE THAT MOTOR VEHICLES MAY NOT BE DRIVEN IN PARK AREAS UNLESS SO DESIGNATED; AMENDING CHAPTER 40, PARKS, RECREATION AND OTHER PUBLIC FACILITIES, ARTICLE I, IN GENERAL, SECTION 40-32 TO PROVIDE THAT PARK AND RECREATIONAL AREAS SHALL BE OPEN FROM 6AM TO 10 PM AND PROVIDING FOR EXCEPTIONS FOR LAKE CHICKASHA; AMENDING CHAPTER 40, PARKS, RECREATION AND OTHER PUBLIC FACILITIES, ARTICLE I, IN GENERAL, SECTION 40-33 OVERNIGHT CAMPING, TO PROHIBIT OVERNIGHT CAMPING AND PROVIDING FOR EXCEPTIONS FOR LAKE CHICKASHA; AMENDING CHAPTER 40, PARKS, RECREATION AND OTHER PUBLIC FACILITIES, ARTICLE I, IN GENERAL, SECTION 40-34 PROVIDING FOR A PENALTY.
- f. Discussion, consideration and possible action approve the Emergency Clause of Ordinance 2023-28 AMENDING THE CODE OF ORDINANCES CHAPTER 40, PARKS, RECREATION AND OTHER PUBLIC FACILITIES, ARTICLE I, IN GENERAL, SECTION 40-4, TRAFFIC RESTRICTIONS, TO PROVIDE THAT MOTOR

VEHICLES MAY NOT BE DRIVEN IN PARK AREAS UNLESS SO DESIGNATED; AMENDING CHAPTER 40, PARKS, RECREATION AND OTHER PUBLIC FACILITIES, ARTICLE I, IN GENERAL, SECTION 40-32 TO PROVIDE THAT PARK AND RECREATIONAL AREAS SHALL BE OPEN FROM 6AM TO 10 PM AND PROVIDING FOR EXCEPTIONS FOR LAKE CHICKASHA; AMENDING CHAPTER 40, PARKS, RECREATION AND OTHER PUBLIC FACILITIES, ARTICLE I, IN GENERAL, SECTION 40-33 OVERNIGHT CAMPING, TO PROHIBIT OVERNIGHT CAMPING AND PROVIDING FOR EXCEPTIONS FOR LAKE CHICKASHA; AMENDING CHAPTER 40, PARKS, RECREATION AND OTHER PUBLIC FACILITIES, ARTICLE I, IN GENERAL, SECTION 40-34 PROVIDING FOR A PENALTY.

- g. Discussion, consideration and possible action approve Ordinance 2023-29 AMENDING THE CODE OF ORDINANCES CHAPTER 36 OFFENSES, ARTICLE V, OFFENSES AGAINST PROPERTY, SECTION 36-125 TO PROHIBIT TRESPASS AND ILLEGAL ENTRANCE ON PUBLIC OR PRIVATE PROPERTY; TO PROVIDE FOR EXCEPTIONS.
- h. Discussion, consideration and possible action approve the Emergency Clause of Ordinance 2023-29 AMENDING THE CODE OF ORDINANCES CHAPTER 36 OFFENSES, ARTICLE V, OFFENSES AGAINST PROPERTY, SECTION 36-125 TO PROHIBIT TRESPASS AND ILLEGAL ENTRANCE ON PUBLIC OR PRIVATE PROPERTY; TO PROVIDE FOR EXCEPTIONS.
- i. Discussion, consideration and possible action approve Ordinance 2023-30 AMENDING THE CODE OF ORDINANCES CHAPTER 8 ANIMALS, ARTICLE III CARE AND CONTROL, DIVISION 1, GENERALLY, SECTION 8-151 TO PROVIDE REGULATIONS RELATING TO FOWL INCLUDING AN ANNUAL PERMIT AND INSPECTION FROM ANIMAL CONTROL; RESTRICT THE USE OF THE PERMIT FEE TO ANIMAL CONTROL; LIMITING THE NUMBER OF FOWL TO FIVE; AND PROHIBITING ROOSTERS.
- j. Discussion, consideration and possible action approve the Emergency Clause of Ordinance 2023-30 AMENDING THE CODE OF ORDINANCES CHAPTER 8 ANIMALS, ARTICLE III CARE AND CONTROL, DIVISION 1, GENERALLY, SECTION 8-151 TO PROVIDE REGULATIONS RELATING TO FOWL INCLUDING AN ANNUAL PERMIT AND INSPECTION FROM ANIMAL CONTROL; RESTRICTING THE USE OF THE PERMIT FEE TO ANIMAL CONTROL; LIMITING THE NUMBER OF FOWL TO FIVE; AND PROHIBITING ROOSTERS.
- k. Discussion, consideration, and possible action to authorize the purchase from State Contract of a Computer Fuel System from Petroleum Marketers Equipment Company in an amount not to exceed \$31,376.15.
- l. Discussion, consideration, and possible action to authorize the purchase

of an E42 R2-Series Bobcat Compact Excavator from Bobcat of Oklahoma City using a State Contract for an amount not to exceed \$65,471.58.

- m. Discussion, consideration, and possible action on a request from the Grady County Coordinated Community Response Team to conduct a fund-raising event (Together We Heel) on September 30, 2023.
- n. Discussion, consideration, and possible action to approve a request from the Chickasha Optimist to conduct their 9th annual Christmas Carroll 5K Run to be held Saturday, December 2, 2023 at 8:00 a.m.
- o. Discussion, consideration, and possible action to make an appointment to the Chickasha Industrial Authority.
- p. Discussion, consideration, and possible action to approve the request from the Chickasha Chamber of Commerce for the Annual Lighted Christmas Parade to be held along Chickasha Avenue on Saturday, December 2, 2023.
- q. Discussion, consideration, and possible action to approve the request from the Chickasha Chamber of Commerce to decorate the vacant lot at the southwest corner of 6th Street and Chickasha Avenue.

7. Motion to Adjourn.



City of
CHICKASHA

Meeting Type: Council Agenda 9-18-2023

Meeting Date: 9/18/2023

Department: City Clerk

Agenda Item No. 3.a.

AGENDA ITEM: Presentation by Pat Brooks - Chickasha Downtown Master Park Plan

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

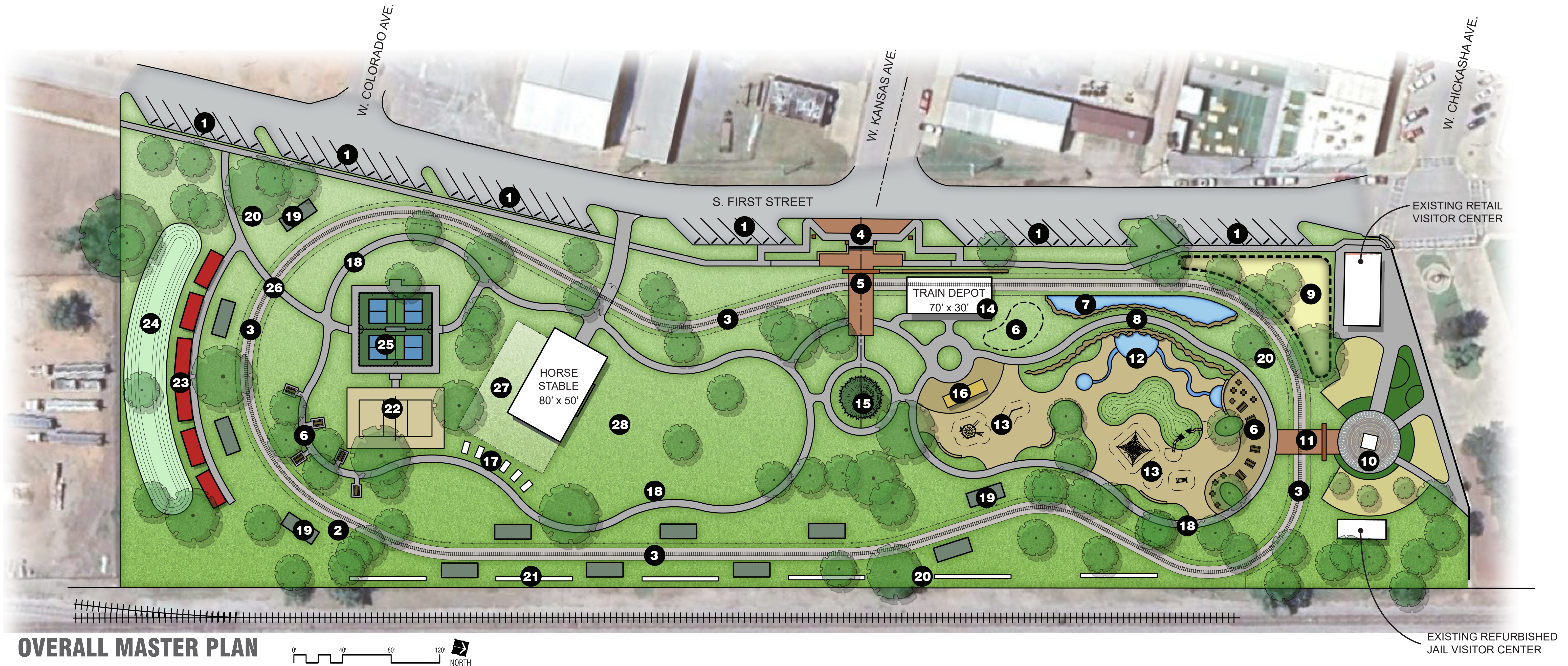
III. FISCAL INFORMATION -

IV. FUND INFORMATION:

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

V. ATTACHMENTS:

1. 2023.9.13 Chickasha Downtown Master Plan



DOWNTOWN DEPOT PARK

9-13-2023



City of
CHICKASHA

Meeting Type: Council Agenda 9-18-2023

Meeting Date: 9/18/2023

Department: City Clerk

Agenda Item No. 4.a.

AGENDA ITEM: Acceptance of the Minutes of the September 5, 2023 regular meeting.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Accept the Minutes of the September 5, 2023 regular meeting.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: September 18, 2023	(From)		

V. ATTACHMENTS:

1. City 9-5-2023

September 5, 2023

The **REGULAR** meeting of the **CHICKASHA CITY COUNCIL** was held in the council chambers in city hall on the 5th day of September 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
 Kelly Boyd
 Oscar Nelson
 Kea Ginn
 Georgianne Hebblethwaite
 Rick Croslin
 R. P. Ashanti-Alexander- arrived at 6:36 p.m.
 Brian Gerdes

ABSENT: None.

STAFF

PRESENT: Keith Johnson, City Manager
 Rachel Bernish, Asst. 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, Controller
 Darren Martin, Chief Building Inspector
 Lillie Huckaby, Library Director
 Shae Mortimer, Marketing & Civic Engagement Manager

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

City Council Meeting 9-5-2023
6:30 p.m.

Council Member Boyd gave the invocation and Council Member Nelson 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.**

Oath of Officer's given to Officer Amerson, Officer Horse and Officer Freeman.

Council Member Hebblethwaite gave condolences to Brian Zalewski's family, friends and co-workers.

Council Member Boyd indicated he had received an email from a citizen regarding the increase of homelessness coming to the City.

Council Member Kelly stated he would like to see improvements be made at Lake Chickasha.

Council Member Nelson commented that the lights were out on the overpass.

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

ITEM 4a. **Acceptance of the Minutes of the August 21, 2023, regular meeting.**

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

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

Roll call vote:

Ayes:" Boyd, Nelson, Ginn, Hebblethwaite, Grayson, Ashanti-Alexander, Croslin, Gerdes, and Mosley.

"Nays:" None

"Abstain:" None.

Motion carried. 9-0

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 the purchase of both practice and duty ammunition for the Police Department from GT Distributors on State Contract #SW220-62687.

*Motion by Council Member Grayson and second by Council Member Gerdes to purchase the practice and duty ammunition for the Police Department from GT Distributors on State Contract #SW-220-62687.

Roll call vote:

“Ayes:” Gin, Hebblethwaite, Grayson, Ashanti-Alexander, Croslin, Gerdes, Boyd, Nelson, and Mosley.
“Nays:” None.
“Abstain:” None.
Motion passed. 9-0

ITEM 6b. Discussion, consideration, and possible action to award Bid COC-2305 Chickasha Sports Complex Concessionaire Contract to JW Concessions as the Chickasha Sports Complex Concessionaire.

*Motion by Council Member Hebblethwaite and second by Council Member Ginn to award Bid COC-2305 Chickasha Sports Complex Concessionaire Contract to JW Concessions as the Chickasha Sports Complex Concessionaire.

Roll call vote:

“Ayes:” Hebblethwaite, Ashanti-Alexander, Croslin, Boyd, Nelson, Ginn and Mosley.
“Nays:” None.
“Abstain:” Grayson, Gerdes.
Motion passed. 7-0-2

ITEM 6c. Discussion, consideration, and possible action to approve the request from the Chickasha High School Student Council to conduct their annual homecoming parade on Friday, October 6, 2023.

*Motion by Council Member Ashanti-Alexander and second by Council Member Grayson to approve the request from the Chickasha High School Student Council to conduct their annual homecoming parade on Friday, October 6, 2023.

Roll call vote:

“Ayes:” Grayson, Ashanti-Alexander, Gerdes, Boyd, Nelson, Ginn, Hebblethwaite, and Mosley.
“Nays:” None.

City Council Meeting 9-5-2023
6:30 p.m.

“Abstain:” Croslin.
Motion passed. 8-0-1

ITEM 6d. CONSIDER AND TAKE ACTION WITH RESPECT TO RESOLUTION NO. 2023-17R AUTHORIZING THE MODIFICATION OF THE SECURITY WITH RESPECT TO CERTAIN OUTSTANDING INDEBTEDNESS OF THE CHICKASHA MUNICIPAL AUTHORITY, SPECIFICALLY ADDING ONE AND ONE-QUARTER PERCENT (1.25%) OF SALES TAX REVENUE TO THE SECURITY PLEDGE; APPROVING AND AUTHORIZING THE EXECUTION OF A SALES TAX AGREEMENT; AND CONTAINING OTHER PROVISIONS RELATED THERETO.

*Motion by Council Member Nelson and second by Council Member Hebblethwaite to approve RESOLUTION NO. 2023-17R AUTHORIZING THE MODIFICATION OF THE SECURITY WITH RESPECT TO CERTAIN OUTSTANDING INDEBTEDNESS OF THE CHICKASHA MUNICIPAL AUTHORITY, SPECIFICALLY ADDING ONE AND ONE-QUARTER PERCENT (1.25%) OF SALES TAX REVENUE TO THE SECURITY PLEDGE; APPROVING AND AUTHORIZING THE EXECUTION OF A SALES TAX AGREEMENT; AND CONTAINING OTHER PROVISIONS RELATED THERETO.

Roll call vote:

“Ayes:” Ashanti-Alexander, Croslin, Gerdes, Boyd, Nelson, Ginn, Hebblethwaite, Grayson, and Mosley.

“Nays:” None.

“Abstain:” None.

Motion passed. 9-0

ITEM 6e. CONSIDER AND TAKE ACTION WITH RESPECT TO REPEALING RESOLUTION NO. 2023-08R, A RESOLUTION AMENDING THE MASTER FEE SCHEDULE TO INCREASE THE EXISTING WATER RATES FOR WATER USAGE BEGINNING OCTOBER 1, 2023, SAID INCREASE NOT TO TAKE EFFECT DUE TO THE APPROVAL OF THE "ONE AND ONE QUARTER PERCENT (1.25%) SALES TAX" PROPOSITION AS PASSED BY THE VOTERS OF THE CITY OF CHICKASHA ON AUGUST 8, 2023.

*Motion by Council Member Hebblethwaite and second by Council Member Nelson to REPEAL RESOLUTION NO. 2023-08R, A RESOLUTION AMENDING THE MASTER FEE SCHEDULE TO INCREASE THE EXISTING WATER RATES FOR WATER USAGE BEGINNING OCTOBER 1, 2023, SAID INCREASE NOT TO TAKE

City Council Meeting 9-5-2023
6:30 p.m.

EFFECT DUE TO THE APPROVAL OF THE "ONE AND ONE QUARTER PERCENT (1.25%) SALES TAX" PROPOSITION AS PASSED BY THE VOTERS OF THE CITY OF CHICKASHA ON AUGUST 8, 2023.

Roll call vote:

“Ayes:” Croslin, Gerdes, Boyd, Nelson, Ginn, Hebblethwaite, Grayson, Ashanti-Alexander, and Mosley.
“Nays:” None.
“Abstain:” None.
Motion passed. 9-0

ITEM 6f. Discussion, consideration, and possible action to authorize a Cable Permit Agreement with Cebridge Acquisition L. P., pursuant to the Federal Telecommunications Act.

*Motion by Council Member Nelson and second by Council Member Hebblethwaite to authorize a Cable Permit Agreement with Cebridge Acquisition L. P., pursuant to the Federal Telecommunications Act.

Roll call vote:

“Ayes:” Gerdes, Boyd, Nelson, Ginn, Hebblethwaite, Grayson, Ashanti-Alexander, Croslin, and Mosley.
“Nays:” None.
“Abstain:” None.
Motion passed. 9-0

ITEM 6g. Discussion, consideration, and possible action to approve an Agreement for Tax Increment Finance Counsel Services with the Public Finance Law Group, PLLC.

*Motion by Council Member Nelson and second by Council Member Hebblethwaite to approve an Agreement for Tax Increment Finance Counsel Services with the Public Finance Law Group, PLLC.

** Amended Motion by Council Member Nelson and second by Council Member Hebblethwaite to table the item.

Roll call vote:

“Ayes:” Gerdes, Boyd, Nelson, Ginn, Hebblethwaite, Grayson, Ashanti-Alexander, Croslin, and Mosley.
“Nays:” None.
“Abstain:” None.
Motion passed. 9-0

ITEM 6h. Discussion, consideration, and possible action to authorize the construction of parking areas along a portion of 1st Street.

City Council Meeting 9-5-2023
6:30 p.m.

*Motion by Council Member Hebblethwaite and second by Council Member Grayson to authorize the construction of parking areas along a portion of 1st Street subject to modification requirements of the City of Chickasha.

Roll call vote:

“Ayes:” Nelson, Ginn, Hebblethwaite, Grayson, Ashanti-Alexander,
Croslin, Gerdes, Boyd, and Mosley.

“Nays:” None.

“Abstain:” None.

Motion passed. 9-0

ITEM 7. **Adjournment:**

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

Meeting adjourned.

TIME: 7:25 P.M.

Chris Mosley, Mayor

ATTEST:

Susan M. McDaniel, CMC - City Clerk

Approved this 18th day of September 2023.



City of
CHICKASHA

Meeting Type: Council Agenda 9-18-2023

Meeting Date: 9/18/2023

Department: Finance

Agenda Item No. 4.b.

AGENDA ITEM: Acceptance of the Claims List.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Accept Claims List.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: September 18, 2023	(From)		

V. ATTACHMENTS:

1. Council Report 9.18.23_Redacted

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	GENERAL FUND	MISC ONE-TIME V SHERRY BLAKES JOHN PETERSON VANESSA SEPEDA	RENTAL REFUND DEPOSIT	125.00
			RETNAL DEPOSIT REFUND	125.00
			SEPEDA DEPOSIT REFUND	<u>125.00</u>
			TOTAL:	375.00
ADMINISTRATION	GENERAL FUND	EXPRESS STAR	PUBLISH ORD 2023-27	50.95
			PUBLISH COC-2306	115.20
			PUBLISH COC-2307	108.82
		STANDLEY SYSTEMS AT&T MOBILITY OKLAHOMA MUNICIPAL RETIRE TRANSFER ACCOUNT	BULK PRINTER CONTRACT 8/1-	912.33
			ACCT: 287309221664 7/26-8/	380.61
			OMRF3	446.15
			FICA	540.94
			MEDICARE	<u>126.51</u>
			TOTAL:	2,681.51
		MISC ONE-TIME V JASON JOHNSON CADE BROWN STANDLEY SYSTEMS AT&T MOBILITY PUBLIC SERVICE COMPANY OF OKLAHOMA OKLAHOMA FIREFIGHTERS AT&T TRANSFER ACCOUNT	PROF FEES-J JOHNSON	85.00
			PROF FEES- C BROWN	52.50
			BULK PRINTER CONTRACT 8/1-	480.09
			ACCT: 287309221664 7/26-8/	90.39
			ACCT:287290294564 7/26-8/2	771.42
			MISC ELECTRIC SEE DETAIL S	1,963.78
			MISC ELECTRIC SEE DETAIL S	846.84
			FIRE PENSION	1,004.70
			ACCT:4052222896859 8/23-9	306.62
			FICA	65.67
			MEDICARE	<u>112.09</u>
			TOTAL:	5,779.10
POLICE ADMINISTRATION	GENERAL FUND	STANDLEY SYSTEMS PUBLIC SERVICE COMPANY OF OKLAHOMA	BULK PRINTER CONTRACT 8/1-	933.84
			MISC ELECTRIC SEE DETAIL S	2,730.31
		CITY OF CHICKASHA-(ACH) OKLAHOMA POLIC SUMMIT UTILITIES TRANSFER ACCOUNT	MISC ELECTRIC SEE DETAIL S	663.73
			POLICE PENSION	507.94
			MISC ACCOUNTS SEE DETAIL S	94.54
			FICA	411.90
			MEDICARE	96.33
		UNIFIRST HOLDINGS, L.P.	MISC ACCOUNTS SEE DETAIL S	17.07
			MISC ACCOUNTS SEE DETAIL SH	<u>14.80</u>
			TOTAL:	5,470.46
CEMETERY SERVICES	GENERAL FUND	EXPRESS SERVICES INC	CROWNOVER, JASON	954.39
			HAYNES, JEREMY	146.31
			HENSON, RONNIE	447.10
			JACKSON, TRAVIS	836.42
			NISON, EDDIE	600.60
			ORTIZ, JESSIE	821.35
			TAYLOR CRAIG	805.29
			CROWNOVER, JASON	725.75
			HAYNES, JEREMY	963.97
			HENSON RONNIE	650.30
			JACKSON, TRAVIS	769.46
			NIXON, EDDIE	602.59
			ONCO PAU-TALI	772.85
			ORTIZ, JESSIE	571.85
			TAYLOR, CRAIG	452.49
			ACCT: 287309221664 7/26-8/	46.51
			REBUILD KIT	31.57
		AT&T MOBILITY		
		SMALL ENGINE SERVICE		

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			CARVURETOR	54.12
			SHROUD (3)	81.18
			BRAKE BOX ASSEMBLY	122.88
		P & K EQUIPMENT	PARTS FOR MOWER	191.68
		TRANSFER ACCOUNT	FICA	190.63
			MEDICARE	44.59
		WYNN, JEFFREY		<u>2,725.00</u>
			TOTAL:	13,608.88
HUMAN RESOURCES	GENERAL FUND	STANDLEY SYSTEMS	BULK PRINTER CONTRACT 8/1-	27.43
		TRANSFER ACCOUNT	FICA	161.99
			MEDICARE	37.89
		MOTIONWORKS PHYSICAL THERAPY	LONG QUICK TEST PRE EMPLOY	<u>30.00</u>
			TOTAL:	257.31
LIBRARY	GENERAL FUND	BAKER AND TAYLOR LLC	ADULT BOOK LEASING SERVIC	2,250.00
		STANDLEY SYSTEMS	ID:61568 LIBRARY OFFICE	13.95
			BULK PRINTER CONTRACT 8/1-	348.89
		AT&T MOBILITY	ACCT: 287309221664 7/26-8/	93.02
		PUBLIC SERVICE COMPANY OF OKLAHOMA	MISC ELECTRIC SEE DETAIL S	2,559.92
		COOPER, ONDREEA	CLASS AT MUSTANG LIBRARY	55.02
		TRANSFER ACCOUNT	FICA	619.37
			MEDICARE	144.84
		DUNCAN OVERHEAD DOOR OF CHICKASHA	FIXED EAST PULL DOWN GATE	160.00
		DAVIDSONS PLUMBING	REPLACE WATER heater	<u>852.42</u>
			TOTAL:	7,097.43
STREET & STORM DRAINAG	GENERAL FUND	MARSHALL AUTO PARTS		280.55
				111.74
				11.69
				263.21
				68.30
				9.95
		PUBLIC SERVICE COMPANY OF OKLAHOMA	MISC ELECTRIC SEE DETAIL S	721.25
			MISC ELECTRIC SEE DETAIL S	11,464.46
		EDWARDS ENTERPRISES RENTAL	PORTABLE RESTROOM	125.00
		ONIN HOLDINGS INC	CONTRACT LABOR	3,067.35
			HARRIS, JUSTICE	335.58
			HORN, KENNETH	615.30
			LUCE, MARK	937.02
			WILSON, DEREK	680.40
			ACA FEE	38.53
		O'REILLY AUTO PARTS		85.52
		TRANSFER ACCOUNT	FICA	616.99
			MEDICARE	144.29
		UNIFIRST HOLDINGS, L.P.	MISC ACCOUNTS SEE DETAIL SH	700.60
		CRADDOCK FENCE COMPANY	SIGN POSTS (50)	1,488.40
		DOLESE BROS CO	CONCRETE SAND ROCK	1,599.24
			CONCRETE SAND ROCK	<u>1,735.13</u>
			TOTAL:	25,100.50
ACCOUNTING SERVICES	GENERAL FUND	STANDLEY SYSTEMS	ID 61447 FINANCE OFFICE	46.04
			BULK PRINTER CONTRACT 8/1-	598.52
		COLCLASURE, CAMERON W	FUEL REIMBURSEMENT	9.56
		TRANSFER ACCOUNT	FICA	582.77
			MEDICARE	136.30

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			TOTAL:	1,373.19
COMM DEVEL/PLANNING SE	GENERAL FUND	EXPRESS STAR	LEGAL NOTICE 73.95	31.80
			LEGAL NOTICE 73.95	42.15
		STANDLEY SYSTEMS	BULK PRINTER CONTRACT 8/1-	369.58
		AT&T MOBILITY	ACCT: 287309221664 7/26-8/	219.61
		TRANSFER ACCOUNT	FICA	368.34
			MEDICARE	86.14
			TOTAL:	1,117.62
GENERAL GOVERNMENT	GENERAL FUND	CHAFFIN, MICHAEL R.	SEPTEMBER 23 JUDGE PAYMENT	1,800.00
		STANDLEY SYSTEMS	SOFTWARE CONTR. 8/1-8/31 2	10,060.03
		AMANDA MULLINS, PLLC	LEGAL MATTERS-AUG 2023	6,560.00
		ASCENTIS CORPORATION	TIME CLOCK SERVICES	1,462.20
		MARGARET MCMORROW-LOVE	LEGAL MATTERS AUG 2023	2,485.61
			TOTAL:	22,367.84
BUILDING SERVICES	GENERAL FUND	RANDALL SCOTT VAUGHN dba CHISOLM TRAIL	ENGINEERING SERVICES	375.00
		TRANSFER ACCOUNT	FICA	322.21
			MEDICARE	75.35
			TOTAL:	772.56
FIRE OPERATIONS	GENERAL FUND	MISC ONE-TIME V BLAKE RYANS	B RYANS	313.09
		BLAKE RYANS	B RYANS	240.00
		BLAKE RYANS	B RYANS	197.99
		BLAKE RYANS	B RYANS	350.00
		OKLAHOMA FIREFIGHTERS	FIRE PENSION	9,107.60
		BANNER FIRE EQUIPMENT	SAW KITS	1,365.00
		TRANSFER ACCOUNT	PEHP 0045685001	500.00
			MEDICARE	894.52
			TOTAL:	12,968.20
PATROL SERVICES	GENERAL FUND	AT&T	ACCT: 125548331 8/26-9/25	114.76
		AT&T	ACCT:8310005595084 8/29-9/	374.85
		GT DISTRIBUTORS	AMMO	9,339.84
			AMMO	4,256.10
		AT&T MOBILITY	ACCT:287299321017 7/25-8/2	1,464.22
			ACCT: 287309221664 7/26-8/	89.55
			ACCT: 287309221664 7/26-8/	139.53
			ACCT: 287309221664 7/26-8/	139.53
		CITY OF CHICKASHA-(ACH) OKLAHOMA POLIC	POLICE PENSION	4,179.13
		TRANSFER ACCOUNT	FICA	2,578.30
			MEDICARE	602.99
			TOTAL:	23,278.80
INVESTIGATIONS	GENERAL FUND	CITY OF CHICKASHA-(ACH) OKLAHOMA POLIC	POLICE PENSION	1,075.62
		TRANSFER ACCOUNT	FICA	644.81
			MEDICARE	150.81
			TOTAL:	1,871.24
ANIMAL CONTROL	GENERAL FUND	VERDEN VET	CONTRACT VET SERVICE	1,100.00
		STANDLEY SYSTEMS	BULK PRINTER CONTRACT 8/1-	190.11
		AT&T MOBILITY	ACCT: 287309221664 7/26-8/	46.51
		PUBLIC SERVICE COMPANY OF OKLAHOMA	MISC ELECTRIC SEE DETAIL S	1,175.68
		TRANSFER ACCOUNT	FICA	277.54
			MEDICARE	64.91

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		GONZALEZ PEST CONTROL	PD MONTHLY SERVICE SEP23	50.00
			TOTAL:	2,904.75
MUNICIPAL COURT	GENERAL FUND	TRANSFER ACCOUNT	FICA	110.60
			MEDICARE	25.87
			TOTAL:	136.47
DISPATCH SERVICES	GENERAL FUND	PUBLIC SERVICE COMPANY OF OKLAHOMA	MISC ELECTRIC SEE DETAIL S	815.85
		TRANSFER ACCOUNT	FICA	662.14
			MEDICARE	154.85
			TOTAL:	1,632.84
CODE COMPLIANCE	GENERAL FUND	TRANSFER ACCOUNT	FICA	197.87
			MEDICARE	46.28
		WASTE CONNECTIONS OF OKLAHOMA INC	DUMPSTERS FOR DEMO	829.00
			TOTAL:	1,073.15
PARK MAINTENANCE	GENERAL FUND	RANDALL SCOTT VAUGHN dba CHISOLM TRAIL	CONTRACT LABOR	1,200.00
		VAN DYCK MECHANICAL	HVAC BATHHOUSE	763.67
		EXPRESS SERVICES INC	CONTRACT LABOR	4,433.96
			CONTRACT LABOR	4,139.73
		AT&T MOBILITY	ACCT: 287309221664 7/26-8/	103.13
		PUBLIC SERVICE COMPANY OF OKLAHOMA	MISC ELECTRIC SEE DETAIL S	1,738.77
			MISC ELECTRIC SEE DETAIL S	1,273.06
		TURNPRO AQUATICS	POND IN SHANNON SPRINGS	659.00
		ONIN HOLDINGS INC	CONTRACT LABOR	4,865.16
			CONTRACT LABOR	4,518.79
		SUMMIT UTILITIES	MISC ACCOUNTS SEE DETAIL S	44.47
		BUSTER CRABBE POOLS	POOL CHEMICALS	1,490.00
		SMALL ENGINE SERVICE	SUPER Z MOWER	12,832.67
		TRANSFER ACCOUNT	FICA	538.37
			MEDICARE	125.91
		UNIFIRST HOLDINGS, L.P.	MISC ACCOUNTS SEE DETAIL S	124.43
			MISC ACCOUNTS SEE DETAIL SH	124.43
			TOTAL:	38,975.55
SPORTS COMPLEX	GENERAL FUND	EXPRESS SERVICES INC	CONTRACT LABOR	3,222.42
			CONTRACT LABOR	2,624.83
		AT&T MOBILITY	ACCT: 287309221664 7/26-8/	46.51
		HILLARY COMMUNICATIONS LLC	SPORTS COMPLEX INTERNET	124.31
		PUBLIC SERVICE COMPANY OF OKLAHOMA	MISC ELECTRIC SEE DETAIL S	2,597.95
		TRANSFER ACCOUNT	FICA	224.96
			MEDICARE	52.61
			TOTAL:	8,893.59
SHANNON SPRINGS (FOL)	GENERAL FUND	PUBLIC SERVICE COMPANY OF OKLAHOMA	MISC ELECTRIC SEE DETAIL S	1,237.22
			MISC ELECTRIC SEE DETAIL S	926.48
			TOTAL:	2,163.70
EMERGENCY MEDICAL SERV	EMERGENCY MED SERV	MISC ONE-TIME V HUMANA	J TYLER	410.16
		BLUE CROSS BLUE SHEILD	P ROCHA	781.25
		CASCO INDUSTRIES INC	ION CUTTER & SPREADE	39,026.00
		OKLAHOMA FIREFIGHTERS	FIRE PENSION	9,042.82
		TRANSFER ACCOUNT	MEDICARE	900.80
		EXPRESS TIRE BRAKE & ALIG	(4) TIRES	1,396.00
			TOTAL:	51,557.03

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
CHICKASHA INDUSTRIAL A	CHICKASHA INDUST A	ECONOMIC DEVELOPMENT COUN	EDC MONTHLY SEPTEMBER 2023	30,416.67
		PUBLIC SERVICE COMPANY OF OKLAHOMA	MISC ELECTRIC SEE DETAIL S	178.75
		TRANSFER ACCOUNT	FICA	157.44
			MEDICARE	<u>36.82</u>
			TOTAL:	30,789.68
EMERGENCY 911	E-911 FUND	OPTIMUM	PD INTERNET & TV 9/5-10/4	289.94
		PUBLIC SERVICE COMPANY OF OKLAHOMA	MISC ELECTRIC SEE DETAIL S	25.72
			MISC ELECTRIC SEE DETAIL S	22.81
		AT&T	ACT1 40510300170628 8/25-9	<u>83.04</u>
			TOTAL:	421.51
UTILITY BILLING	CHICKASHA MUNICIPA	RANDY HOLLAR LLC	TRAINING FOR UB AND FIN D	4,611.53
		US PAYMENTS LLC	PAYSITE FEE #1145	195.00
		DATAPROSE	PRINTING 8/1-8/31 23	4,485.52
		TRANSFER ACCOUNT	FICA	398.62
			MEDICARE	<u>93.22</u>
			TOTAL:	9,783.89
CMMA - CAPITAL PROJECTS	CHICKASHA MUNICIPA	OKLAHOMA CONTRACTORS SUPP	1"x1 1/2" METER SPUDS	630.00
			3/4" CCXCTS CORP STOP	1,288.00
		FERGUSON WATERWORKS	BALL VALVE	4,977.45
		UTILITY TECHNOLOGY SERVICES	3/4"MIPT PVC PJ ADAPT	1,447.85
			2200 METER BOX ONLY	<u>4,947.64</u>
			TOTAL:	13,290.94
CMMA GENERAL	CHICKASHA MUNICIPA	STANDLEY SYSTEMS	BULK PRINTER CONTRACT 8/1-	<u>203.68</u>
			TOTAL:	203.68
PUBLIC WORKS ADMIN	CHICKASHA MUNICIPA	OTA PIKEPASS	CI24108 PLATE PAY	19.00
		TRANSFER ACCOUNT	FICA	338.21
			MEDICARE	79.10
		FASTENAL COMPANY	JANITORIAL SUPPLIES	432.74
		CANADIAN VALLEY TECHNOLOGY CENTER	POWER TOOLS, SEXUAL HARRAS	120.00
			BLOODBORNE PATHOGENS TRAIN	<u>120.00</u>
			TOTAL:	1,109.05
SANITATION DEPARTMENT	CHICKASHA MUNICIPA	HOLT TRUCK CENTERS OF OKLAHOMA LLC	UNIT 7681	664.50
		TRANSFER ACCOUNT	FICA	81.50
			MEDICARE	19.06
		UNIFIRST HOLDINGS, L.P.	MISC ACCOUNTS SEE DETAIL SH	41.10
		WASTE CONNECTIONS OF OKLAHOMA INC	ROLL OFF DUMP FEE ETC	160.50
			WASTE SERVICES FOR AUG 202	<u>194,147.51</u>
			TOTAL:	195,114.17
WATER PLANT	CHICKASHA MUNICIPA	USW UTILITY GROUP	WT PLANT OPS SEPTEMBER23	105,927.00
		FT COBB RES MAS CONS DIST	WATER CONTRACT-OCT 2023	33,840.98
		PUBLIC SERVICE COMPANY OF OKLAHOMA	MISC ELECTRIC SEE DETAIL S	292.97
			MISC ELECTRIC SEE DETAIL S	<u>19,188.38</u>
			TOTAL:	159,249.33
WASTEWATER PLANT	CHICKASHA MUNICIPA	USW UTILITY GROUP	WWT PLANT OPS SEPTEMBER23	63,429.15
		HUGHESNET	SME 33359 8/31-9/30	113.73
		PUBLIC SERVICE COMPANY OF OKLAHOMA	MISC ELECTRIC SEE DETAIL S	595.99
			MISC ELECTRIC SEE DETAIL S	<u>13,213.48</u>
			TOTAL:	77,352.35

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
LINE MAINTENANCE DEPT	CHICKASHA MUNICIPA	MARSHALL AUTO PARTS		441.24
				462.96
		AT&T MOBILITY	ACCT: 287309221664 7/26-8/	401.38
		O'REILLY AUTO PARTS		526.75
				51.23
				0.17
				23.61
		TRANSFER ACCOUNT	FICA	603.03
			MEDICARE	141.02
		UNIFIRST HOLDINGS, L.P.	MISC ACCOUNTS SEE DETAIL SH	354.02
			TOTAL:	3,005.41
LAKE CHICKASHA	CHICKASHA MUNICIPA	EDWARDS ENTERPRISES RENTAL	RESTROOMS AT LAKE	625.00
		TRANSFER ACCOUNT	FICA	36.43
			MEDICARE	8.52
			TOTAL:	669.95
BUILDING MAINTENANCE	CHICKASHA MUNICIPA	HUGHESNET	SME 33358 8/31-9/30 2023	129.53
		PUBLIC SERVICE COMPANY OF OKLAHOMA	MISC ELECTRIC SEE DETAIL S	4,903.78
		DEHART AIR CONDITIONING AND ELECTRONIC	HVAC UNITS AND INSTAL	20,400.00
			PREVENTIVE MAINT. #12 OF 1	4,474.58
		SUMMIT UTILITIES	MISC ACCOUNTS SEE DETAIL S	48.62
		TRANSFER ACCOUNT	FICA	98.17
			MEDICARE	22.96
		UNIFIRST HOLDINGS, L.P.	MISC ACCOUNTS SEE DETAIL SH	23.25
		AT&T	ACCT:40522260027250 8/23-9	15,583.58
			TOTAL:	45,684.47
NON-DEPARTMENTAL	AIRPORT	ASAP ENERGY, INC	DEALER SERVICE CHARGES	46.31
			TOTAL:	46.31
AIRPORT	AIRPORT	DEERE AND COMPANY	ZTR MOWERS	13,187.46
			ZTR MOWERS	13,187.46
		DOMINO EQUIPMENT COMPANY LLC	AIRPORT PUMP REPLACEMENT	19,379.42
		STANDLEY SYSTEMS	BULK PRINTER CONTRACT 8/1-	14.93
		PUBLIC SERVICE COMPANY OF OKLAHOMA	MISC ELECTRIC SEE DETAIL S	1,450.22
		PARKHILL	PROFESSIONAL SERVICES	28,500.00
			PROFESSIONAL SERVICES	15,800.00
			PROFESSIONAL SERVICES	15,820.00
			PROFESSIONAL SERVICES	3,580.00
			PROFESSIONAL SERVICES	8,950.00
			PROFESSIONAL SERVICES	3,290.00
		TRANSFER ACCOUNT	FICA	180.92
			MEDICARE	42.32
		UNIFIRST HOLDINGS, L.P.	MISC ACCOUNTS SEE DETAIL S	44.23
			MISC ACCOUNTS SEE DETAIL SH	58.39
			TOTAL:	123,485.35
GENERAL	ARPA TARGETED GRAN	GUERNSEY & COMPANY	COMP PLAN 1ST PAYMENT	40,000.00
			TOTAL:	40,000.00
CAPITAL PROJECTS	CAPITAL PROJECTS F	RANDALL SCOTT VAUGHN dba CHISOLM TRAIL	14TH & MISSOURI	900.00
			WATER TREATMENT PLANT	562.50
			SANITARY SEWER REPLACE	1,152.50
			CIVIL eNGERNING	8,203.75
			TOTAL:	10,818.75

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
DEDICATED SALES TAX	CIP-DEDICATED SALE	BANK OF OKLAHOMA	BOK SALES TAX REVENUE SEP2	95,779.61
			TOTAL:	95,779.61
CEMETERY	CEMETERY CARE	CRADDOCK FENCE COMPANY	NEW GATE	7,095.00
			TOTAL:	7,095.00
POLICE BOND	POLICE BOND FUND	CITY OF CHICKASHA	PD TRAINING TRANS 8/1-8/31	498.56
		CITY OF CHICKASHA	FINE/FEES TRNSF 8/1-8/31 2	8,460.55
		CLEET	AUG 23 EDU AND TRAIN 8/1-8	511.17
		OSBI	AUG23 AFIS FEE	507.17
			AUG23 FORENSIC FEES	485.74
		CITY OF CHICKASHA	FIRE/EMS TRAINING TRANSFER	16.00
			TOTAL:	10,479.19
NON-DEPARTMENTAL	AP/PAYROLL CASH FU	DEPARTMENT OF CHILDREN AND FAMILY SERV		287.00
		CHICKASHA FINANCE	GARNISHMENT	265.00
		CRANE FINANCE		50.00
		DEPARTMENT OF HUMAN SERVICES		266.57
				164.87
				180.00
				151.75
				100.00
				175.78
				324.07
		OKLAHOMA FIREFIGHTERS	FIRE PENSION BUY BACK	174.01
			FIRE PENSION	12,314.02
		CITY OF CHICKASHA-(ACH) OKLAHOMA POLIC	POLICE PENSION	3,546.25
		OKLAHOMA MUNICIPAL RETIRE	OMRF3	446.15
		TRANSFER ACCOUNT	ENTITY 0037102001	5,726.00
			FEDERAL WITHHOLDING	27,940.43
			STATE INCOME TAX	10,310.00
			FICA	11,009.72
			MEDICARE	4,466.90
		CITY OF CHICKASHA FLEX SPENDING ACCOUN	UNREIMBURSED MEDICAL 23-19	1,372.07
			TOTAL:	79,270.59

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

11	GENERAL FUND	179,899.69
23	EMERGENCY MED SERV FUND	51,557.03
25	CHICKASHA INDUST AUTH	30,789.68
27	E-911 FUND	421.51
31	CHICKASHA MUNICIPAL AUTH	505,463.24
39	AIRPORT	123,531.66
44	ARPA TARGETED GRANTS	40,000.00
52	CAPITAL PROJECTS FUND	10,818.75
53	CIP-DEDICATED SALES TAX	95,779.61
56	CEMETERY CARE	7,095.00
64	POLICE BOND FUND	10,479.19
99	AP/PAYROLL CASH FUND	79,270.59

GRAND TOTAL: 1,135,105.95

TOTAL PAGES: 8

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: 9/06/2023 THRU 9/19/2023

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 9.18.23
SIGNATURE LINES: 0

PACKET OPTIONS

INCLUDE REFUNDS: YES
INCLUDE OPEN ITEM:NO



City of
CHICKASHA

Meeting Type: Council Agenda 9-18-2023

Meeting Date: 9/18/2023

Department: Library

Agenda Item No. 6.a.

AGENDA ITEM: Discussion, consideration and possible action to authorize the surplus of the circulation desk and circulation area bookshelves at the library.

I. BACKGROUND/DESCRIPTION:

The Friends of the Library have purchased a new circulation desk and circulation area bookshelves for the library. Therefore, the current desk and shelves need to be removed. These items were purchased in 2003. They will be sold on Facebook Marketplace. The funds will then go into the library's account.

II. RECOMMENDED ACTION:

Staff recommends Council approve the surplus of the circulation desk and circulation area bookshelves and authorize staff to dispose of them as deemed appropriate.

III. FISCAL INFORMATION - The funds from the sale will go into the General Fund.

IV. FUND INFORMATION:

Dept. Director: Lillie Huckaby	Fund	Account	Amount
	(To) 11-4400-020		
	FUND	ACCOUNT	AMOUNT
Meeting Date: Council Meeting, September 18, 2023 2023-479	(From)		

V. ATTACHMENTS:



City of
CHICKASHA

Meeting Type: Council Agenda 9-18-2023

Meeting Date: 9/18/2023

Department: Community Development

Agenda Item No. 6.b.

AGENDA ITEM: Discussion, consideration and possible action on a recommendation from the Chickasha Economic Development Council awarding the Central Business District Building Grant for CCP LLC for 117 N 2nd Street (Roberto's Tex Mex) in an amount not to exceed \$83,400.00 under terms and conditions adopted by the Economic Development Council.

I. BACKGROUND/DESCRIPTION:

All inspections are complete and the building is occupied.
They have met the requirements to qualify for the grant

This approval will not disburse funds. Should disbursement be approved by the Chickasha Industrial Authority, it will be brought back before the City Council for final consideration.

II. RECOMMENDED ACTION:

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Rachel Bernish, Asst. City Manager	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: September 18, 2023	(From)		

V. ATTACHMENTS:

- 20230830102441032
- 20230914162025453
- 20230807145203835



Central Business District Building Grant Agreement and Guidelines

THIS AGREEMENT is made and entered into on this the 30 day of March 2023 by and between the Chickasha EDC, hereinafter referred to as "CEDC", and CCP LLC

_____, hereinafter referred to as "Applicant".

The Applicant and the CEDC certify and agree to the terms and conditions as set forth below:

The Applicant is the owner of a certain real property located at 117 N 2nd in the City of Chickasha, Grady County, Oklahoma, hereinafter referred to as "Property," lying within the Chickasha Central Business District (see attached map) an area where the CEDC is conducting a Grant Program as described below.

Purpose: to encourage Downtown property owners located between 1st – 7th street and Kansas and Choctaw Avenue (See attached Central Business/Historic District Map) to make improvements to their properties being used for retail trade producing sales or use tax dollars for the City of Chickasha.

Incentive: A \$1 reimbursement for each \$3 of private funds invested, with a maximum reimbursement of \$20 per square foot, based on improvement square footage. Eligible uses include purchase, façade, structural, utility improvements, storage, roof repair/replacement, off-street parking, equipment, demolition, ADA compliance, flood proofing, and other qualifying uses approved at the discretion of the CEDC Board.

Guidelines:

To be considered for a grant, applicants must agree to the guidelines set out in this agreement by signing below. They must complete and sign the application form. Complete proposals must contain all information and materials requested. (See below). **Incomplete proposals will not be considered.**

1. The resulting property usage must produce use or sales tax dollars for the City of Chickasha. The attached First Year Sales and Property Tax Projections Sheet must be completed and submitted with the application.
2. Grant funds will not be distributed until project is complete per the specifications of the approved grant application, and/or a certificate of occupancy is received from the City of Chickasha.
3. Projects must increase the real property value. The EDC may require a copy of the lender's appraisal upon project completion if applicable or confirmation from county assessor.

4. Properties in the Central Business District being purchased for a project that will produce use or sales tax may be eligible for the \$1 reimbursement for each \$3 of private funds invested with a maximum reimbursement of \$20 per square foot. Purchase price may be eligible upon grant approval by CEDC Board and City Council but is not guaranteed funding if the grant is not approved. Property can be a building, vacant land or a building to be demolished as long as the property is used for improvement of square footage, utility improvements, storage, off-street parking, equipment, demolition, ADA compliance, flood proofing, and other qualifying uses approved at the discretion of the CEDC Board. The purchase of the property must be within 6 months of the grant application approval. Any property purchased 6 months prior to application approval will not be considered for grant funding.
5. All reimbursements with grant funding, for both purchase of property and/or improvements will not be paid prior to verified completion of the project and/or a certificate of occupancy received by the City of Chickasha. Improvements including improvement of square footage, façade, structural, utility improvements, storage, roof repair/replacement, off-street parking, equipment, demolition, ADA compliance, flood proofing, and other qualifying uses approved at the discretion of the CEDC Board of any kind to the property prior to grant approval shall **NOT** receive grant funding.
6. Applicants may apply for and qualify for more than one grant. Only one grant application will be accepted per building. No building/address may apply for more than one grant. Each application submitted must sign this agreement committing to these guidelines. Funding will only be awarded per approved application, per independent inspection of premises and review of invoices. The EDC may require the lender's construction inspection sheet if applicable. The EDC may also require an Architect's application and certification for payment upon project completion or issuance of the Certificate of occupancy from the City of Chickasha.
7. Grants are not transferrable. If the property is sold the new owner would be required to apply for grant funding.
8. Applications are reviewed in the order presented. Applicants must be in good standing with the City of Chickasha and Grady County regarding payment of utilities, taxes, and other assessments.
9. All proposed projects must be planned, constructed, and completed by the applicant. Chickasha EDC is not responsible for the completion of any proposed projects awarded funding.
10. Applicant agrees to allow the CEDC or its agents access to buildings and improvements, when convenient for all parties, for inspection of the work and progress of completion.
11. Proposed projects should comply with all federal, state, and local laws, ordinances, rules, and regulations. The applicant shall obtain all required local, state, and federal permits prior to commencing construction. Chickasha EDC is not responsible for obtaining any required permits for the proposed project.
12. Applicants must provide proof of available funds to complete project. Applicants may not count any state/federal tax credits or the proposed grant money toward the proof of available funding.

Approval Process: The Downtown Economic Development Grant applications will be reviewed with the following steps:

1. Chickasha Economic Development Council Staff
2. Chickasha Economic Development Council Executive Committee
3. Chickasha Economic Development Council Board

VIII. Signature of Owner/Authorized Agent-Affidavit or Sworn Declaration

I/We, _____,
of the City of Chickasha, County of Grady, State of Oklahoma, make oath and say (or
solemnly declare) that the information contained in this application is true and that the
information contained in the documents that accompany this application in respect of the
application is true.

I/We hereby authorize inspections of my/our property to be improved.

I/We acknowledge that any work carried out prior to written confirmation of grant
approval may not be eligible.

I/We acknowledge receiving, understanding, and accepting the terms and conditions of the
Chickasha Economic Development Council's Economic Development Grant Program

I/We, Carol + Bert Bingham am the owner of the land that is the subject of
this Application and, for the purposes of the Freedom of Information and Protection of Privacy
Act, I/we authorize and consent to the use by or the disclosure to any person or public body of
any personal information that is collected under the authority of the _____ for the purposes of
processing this application.

Sworn to (or declared before me), Anne Casadi, a _____, a
Notary Public in and for the State of Oklahoma, on this the 22 day of June,
2023

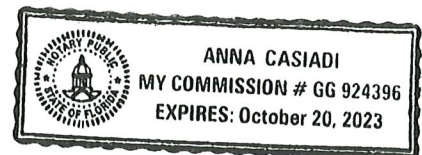
Carol Bingham Carol Bingham
Applicant

Co-Applicant

Anne Casadi

Notary Public, State of Oklahoma

Florida
My Commission Expires: 10-20-2023



IX. Authorization for Agent *(complete only if Applicant is not the registered Owner)*

I/We, Carol Bingham the
owner of the subject property, hereby authorize _____
(Agent) to act on my behalf with respect to the application.

6/22/23
Date

Carol Bingham
Signature of Owner(s)

Note: Information provided in this application will become part of a public record.

Chel Bigham
Chel Bigham
Signature – Applicant

3/30/23
Date

Jin Cowan
Signature – Chickasha EDC

6/21/23
Date

Anna Casadi
Notary Public, State of Oklahoma
Florida

6-22-2023
Notarization Date

My Commission Expires: 10-20-2023

Whitney A. Palesano
Notary Public, State of Oklahoma





CENTRAL BUSINESS DISTRICT GRANT FULFILLMENT AGREEMENT

Applicant name Ccp LLC

Project address 117 n 2nd

1. Description of Project

Remodel Build
& Restore to O.
Restaurant

2. Project Budget

\$275,000

3. Completion Date 10/28/22

4. Amount Awarded by CEDC _____

Whitney A. Palesano
Oklahoma Notary Public



Cecil R. [Signature]
Applicant Signature

[Signature]
CEDC Signature

Anne Casadi
Notary Signature

06-22-2023
Notarization Date

Commission Expires: 10-20-2023



4. Chickasha City Council

A project application may be declined/turned down during any of the fore-mentioned steps at the discretion of the Chickasha EDC, its Executive Committee, its Board of Directors, and/or Chickasha City Council with or without notice to the applicant prior to the declining of the project application.

Chickasha EDC reserves the right to decrease grant award amounts to meet program budget requirements; therefore, applicants may be offered an amount less than the total requested funds.

Proposal Contents Checklist

- Complete Application
- First Year Sales and Property Tax Projections Sheet
- Map of proposed project location
- Budget Summary (to include job estimates or quotes, if available)
- Copies of acquired permits and/or approvals (if applicable)
- Color photographs of the project area
- Schematic drawings of proposed project
- Proof of available funds for financing

Grant Awards: Grant funds awarded by the Chickasha EDC will be a \$1 reimbursement for each \$3 of private funds invested, with a maximum reimbursement of \$20 per square foot. Chickasha EDC reserves the right to decrease grant award amounts to meet program budget requirements; therefore, applicants may be offered an amount less than the total requested funds.

Projects must be completed no later than 18 months after the approval of the project by Chickasha City Council. An extension(s) may be permitted for projects determined to be incomplete by the appropriate deadline. The extension period will be determined on a case-by-case basis at the discretion of the Chickasha EDC/Chickasha City Council. **Failure to complete the project by the deadline of 18 months after the approval of the project by Chickasha City Council or by the deadline of an extension period permitted by the Chickasha EDC will result in forfeiture of Grant Awards.**

Grant recipients will be required to display signage at the project site to denote Chickasha EDC's financial contribution to the project. Signage will be provided by Chickasha EDC.

Approval Process: Once the project has been completed, a certificate of occupancy has been received from the City, the applicant has submitted all required documentation and receipts have been verified, Chickasha EDC will reimburse the applicant with its share of grant funds.

Finalizing the Grant: Following grant approval, individual grant awards are considered pending until the applicant and CEDC sign a Grant Fulfillment Agreement. The Agreement will describe the project, the project budget and the amount of funding awarded by the CEDC. Upon execution of the Agreement, the grant is considered finalized and grant funds may be distributed based upon the conditions outlined in the Agreement.

3. Tax Assessor Parcel Number(s): C001-00-042-001-0-000-00
4. Year built: 1900 Square footage: 4170

5. What are the current types of businesses occupying the building?
Mexican Restaurant

6. Name and phone number of tenant(s) if applicable: *(Attach additional names/numbers, if needed)*
Roberto's Tex Mex and Cantina

7. Use of building after construction:
Restaurant

a. Description of tenant use (if applicable)
Restaurant

☐ Copy of tenant(s) letter(s) of intent attached (if applicable)

8. Number of parking spaces provided: _____ Proposed: _____ Total: _____

9. Current zoning: _____

10. Is a zoning amendment required? Yes _____ No _____
If yes, has the rezoning process started? Yes _____ No _____ Done

11. Attach architectural and elevation renderings.

III. Project Description

1. Description of Proposed Improvements. Please provide a detailed description of your proposed improvements. Attach a copy of your architectural or design plans. Identify the materials to be used, such as the type of paint or stain (i.e., exterior latex, color, etc.). Include details of new signs or awnings, etc. Provide color photos of the subject property and those adjacent prior to and after the improvements are made.

Description: electrical - Plumb; - new roof
Paint inside and outside

☐ Designs Attached

☐ Before Picture(s) Attached

IV. Work Estimates

Please attach estimates for each component of the proposed improvement. Eligible costs shall be the cost of materials, equipment, and contracted labor to complete eligible improvements. Professional fees such as architects, engineers, and solicitors are not eligible costs. Labor provided by the Applicant or tenant of the building is not an eligible cost.

1. Name/Company and Phone Number of Preferred Contractor:

Amount: _____

2. Name/Company and Phone Number of Second Contractor:

Amount: _____

3. Additional Estimates/Comments: (Please attach additional quotes, as required)

4. Total estimated costs of your improvements: _____

5. Estimated completion date for your improvements? _____

All complete

V. Loan Information

Amount of financing requested: Personal savings

Source of equity and applicant's percentage of ownership: _____

Participating Bank and Contact: _____

☐ Copy of lender commitment letter attached (if applicable)

VI. Financial Information:

If the applicant does not need lending from a bank and no lender commitment letter is available then CEDC will require a letter of credit from the applicant's bank or applicant must provide financial statements on business or individual for the *Current Year*, (within 45 days) and *Past Three (3) Years*, including profit and loss statements and tax returns. If the business is new, submit your personal tax returns for the *Past Three (3) Years*.

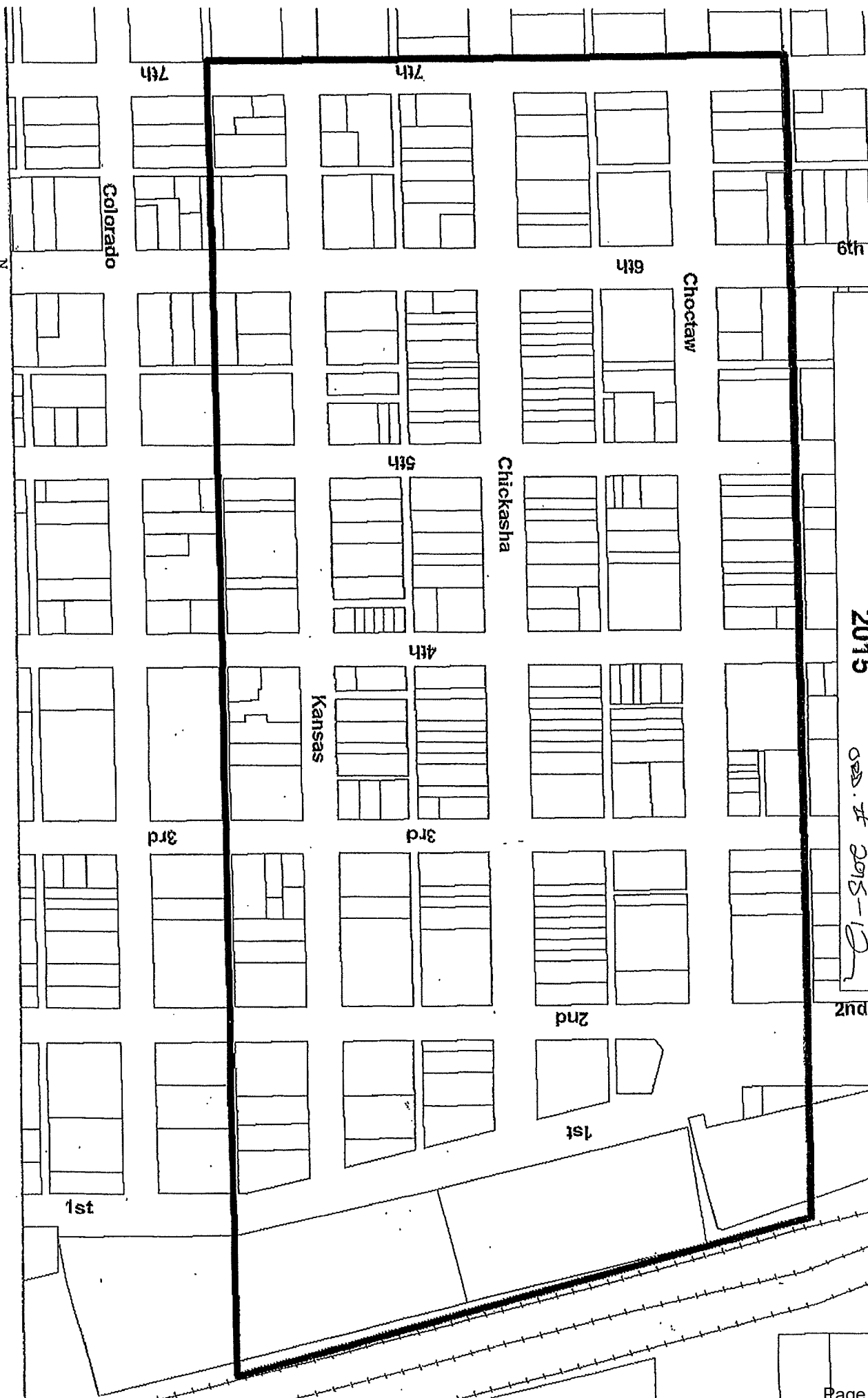
VII. Credit References: Names and Addresses of three references

Historic District Expansion

2015

Ord. # 2015-12

PU2





Make Your Move
CHICKASHA
ECONOMIC DEVELOPMENT COUNCIL

Central Business District Building Grant Application

The information requested below will be used to process your application under the terms and conditions of the Chickasha Economic Development Council's Central Business District Grant as defined in the Central Business District Grant Agreement and Guidelines.

I. Applicant Information

1. Applicant(s) name: CC P LLC
Mailing address: 602 S 4
City: Chickasha State: OK Zip: 73018
Federal Tax ID or Social Security Number: 73-1508555
2. Applicant's daytime telephone number: 405-222-2828
Cell# (405) 642-0791 Facsimile# (405) 222-9328
E-mail address: bubbacg169@201.com
3. Status of applicant (please check one)
☐ Property owner with vacant facility
☐ Property owner with tenant business
☒ Property owner/operator of existing business on property
4. Owner of property is a/an (please check one)
☐ Individual
☐ Partnership (attach copy of Partnership Agreement)
☐ Corporation/profit (attach copy of Articles of Incorporation)
☐ Corporation/nonprofit (attach list of officers and directors)
☐ Trust (attach copy of Trust Agreement)
☒ LLC
☐ Other
5. Length of ownership: 8 months
Date purchased: _____
☐ Copy of closing statement attached ☐ Copy of recorded deed attached

II. Property Information

1. Address of property to be improved:
117 N 2nd
Chickasha OK
2. Legal description of subject property: *(Attach information, if needed)*



DOWNTOWN REVITALIZATION
Central Business District
Grant Program Budget
Summary Worksheet

General Information

Applicant Name: Carol Bingham

Phone Number: 405-642-0791

Email Address: bubbagirl69@aol.com

Project Name: Roberto's Tex-Mex

Budget Summary

Provide the subtotals for each of the following line items as budgeted for the proposed project:

	Amount
Design/Consulting Services	\$
Supplies and Materials	\$
Equipment	\$
Labor	\$
Contractual Services	\$
Taxes	\$
Other Expenses	\$
TOTAL COSTS	\$

Please attach copies of all job estimates, quotes, and invoices to this worksheet.

FIRST YEAR SALES AND PROPERTY TAX PROJECTIONS

Date Requested:

4/4/23

Name:

ROBERTO'S Tex-mex

Request Amount:

Purpose:

Contact:

Carol B. Robinson

Phone Number:

405-642-0291

Address:

603 S4

Current Annual Sales:

Projected Annual Sales:

\$ 1,000,000.00

Projected Change

Current Annual Property Tax:

Projected Annual Property Tax:

Projected Change

Current # of Jobs:

15

Current Annual Compensation:

[Includes Salary, Benefits]

[Excludes Taxes, FICA]

Projected # of Jobs:

25

Projected Annual Comp:



June 23, 2023

City of Chickasha
Attn: Keith Johnson, City Manager

On June 13, 2023 the Chickasha EDC voted to forward application for the Central Business District Building Grant submitted by CCP LLC / Bart & Carol Bingham / Roberto's Tex-Mex to the City for consideration. Motion was made by Tim Elliott, seconded by Kirk Painter. Roll call vote taken. Kea Ginn Abstained. All others present voted in favor. Motion passed.

We are requesting that this recommendation be placed on the City Council's agenda at the earliest opportunity for approval.

Respectfully,

Jim Cowan
Director, Economic Development Council

Attached: 6/13/23 Board Meeting agenda, minutes and roll call vote; application from CCP LLC / Bart & Carol Bingham / Roberto's Tex-Mex.



Tuesday, June 13, 2023 7:30 a.m.

MEETING WILL BE HELD AT THE CHICKASHA CHAMBER OF COMMERCE BUILDING
LOCATED AT 221 W. CHICKASHA AVENUE, CHICKASHA, OKLAHOMA

AGENDA

- I. Call to Order/Chairman's Comments
- II. Motion for Discussion/Approval/Vote of May 2023 Minutes
- III. Motion for Discussion/Approval/Vote of May 2023 Financials
- IV. Discussion of Economic Outlook
- V. Consideration to enter into Executive Session to discuss:
 - A. Pursuant to 25 O.S. 307C(10) for the purpose on matters pertaining to economic development, including the transfer of property, financing, or the creation of a proposal to entice a business to remain or to locate within their jurisdiction upon a determination that public disclosure of the matter discussed would interfere with the development of products or services or violate the confidentiality of the business (Possible public, private partnership agreement with CCP LLC / Bart & Carol Bingham / Roberto's Tex-Mex, 117 N 2nd Street, Chickasha.)
 - B. Discussion consideration and possible action to reconvene open session and take appropriate action on any matter discussed in executive session.
- VI. Motion for Discussion/Approval/Vote to accept the CEDC's 2023-2024 budget.
- VII. Motion for Discussion/Approval/Vote to approve the revised Administrative Services Agreement with the Chickasha Chamber of Commerce. COC compensation for the management and administrative duties to be raised from \$3000 per month to \$3500 per month.

- VIII. Motion for Discussion/Approval/Vote to approve the revised Chickasha Partnership agreement with the Chamber of Commerce. EDC shared expenses cap to be raised from \$11,000 to \$12,500.
- IX. Motion for Discussion/Approval/Vote to nominate Seth DeHart to replace Weston DeHart on the CEDC Board of Directors.
- X. Motion for Discussion/Approval/Vote to select a new logo for the CEDC.
- XI. CEDC Update
- XII. New Business
- XIII. Closing Comments, Announcements & Adjournment

Chickasha Area Economic Development Council, Inc.

June 13, 2023

Minutes of Meeting

Present: Kyle Abrahams, Ryan Posey, Ed Stanton, Chris Mosley, Keith Johnson, Jim Cowan, John Mosley, Tim Elliott, Ronnie Bogle, Kea Ginn, Kirk Painter, Troy Avant, John Feaver, Andy Maher

Absent: Rick Croslin Weston DeHart, Cale Walker,

Guests: Tim Hushbeck, Jamie Jones, Dwight Sehon, Erica Alexander, Steve LaForge, Angie Lewis, Zach Grayson, Chet Hitt, Mitch Williams, Emily Burns Bradley

Staff: Matt Brooks, Cheryl Critchfield, Whitney Palesano

- I. **Call to Order / Chairman's Comments**
Meeting called to order at 7:30 a.m. It was determined that a quorum was present, and Kyle Abrahams called the meeting to order.
- II. **Motion for Discussion/Approval/Vote of May 2023 Minutes**
Motion made by Tim Elliott, seconded by Ronnie Bogle to approve the May 2023 Board Minutes as presented. Motion passed with all voting in favor.
- III. **Motion for Discussion/Approval/Vote of May 2023 Financials**
Motion made by Tim Elliott, seconded by Andy Maher to approve the May 2023 Financial Statements as presented. Motion passed with all voting in favor.
- IV. **Discussion of Economic Outlook**
Report given. No action taken.
- V. **Consideration to enter into Executive Session to Discuss:**
 - A. Pursuant to 25 O.S. 307C(10) for the purpose on matters pertaining to economic development, including the transfer of property, financing, or the creation of a proposal to entice a business to remain or to locate within their jurisdiction upon a determination that public disclosure of the matter discussed would interfere with the development of products or services or violate the confidentiality of the business. (Possible public, private partnership agreement with CCP LLC / Bart & Carol Bingham / Roberto's Tex-Mex, 117 N 2nd Street, Chickasha)
Motion made by Tim Elliott, seconded by Ed Stanton to enter into Executive Session. Motion passed with all voting in favor.
 - B. Discussion, consideration, and possible action to reconvene open session and take appropriate action on any matter discussed in executive session.
Motion made by Kirk Painter, seconded by Tim Elliott to reconvene open session. All voted in favor.

Motion made by Tim Elliott, seconded by Kirk Painter to forward application for the Central Business District Building Grant submitted by CCP LLC/Bart & Carol Bingham/ Roberto's Tex-Mex to the City for consideration. Roll call vote taken. Kea Ginn abstained. All others present voted in favor. Motion passed.

VI. Motion for Discussion/Approval/Vote to accept the CEDC's 2023-2024 budget.

Motion made by Ed Stanton, seconded by Andy Maher to accept the CEDC's 2023-2024 budget as presented. Motion passed with all voting in favor.

VII. Motion for Discussion/Approval/Vote to approve the revised Administrative Services Agreement with the Chickasha Chamber of Commerce. COC compensation for the management and administrative duties to be raised from \$3000 per month to \$3500 per month.

Motion made by Ronnie Bogle, seconded by Ryan Posey to approve the revised Administrative Services Agreement with the Chickasha Chamber of Commerce as presented. Motion passed with all voting in favor.

VIII. Motion for Discussion/Approval/Vote to approve the revised Chickasha Partnership agreement with the Chamber of Commerce, EDC shared expenses cap to be raised from \$11,000 to \$12,500.

Motion made by Ed Stanton, seconded by Tim Elliott to approve the revised Chickasha Partnership agreement with the Chamber of Commerce. Motion passed with all voting in favor.

IX. Motion for Discussion/Approval/Vote to nominate Seth DeHart to replace Weston DeHart on the CEDC Board of Directors.

Motion made by Tim Elliott, seconded by Kirk Painter to nominate Seth DeHart to replace Weston DeHart on the CEDC Board of Directors. Motion passed with all voting in favor.

X. Motion for Discussion/Approval/Vote to select a new logo for the CEDC.

Motion made by Ronnie Bogle, seconded by Andy Maher to table the motion. Motion to table passed with all voting in favor.

XI. CEDC Update

Jim Cowan presented his 2023/2024 work plan.
No action taken.

XII. New business

No new business was presented.

XIII. Closing Comments, Announcements & Adjournment

Motion made by John Mosley, seconded by Ronnie Bogle to adjourn. Meeting adjourned at 8:30 a.m.

Respectfully submitted by:



Cheryl Critchfield, Adm Asst



Kyle Abrahams, Chairman

Chickasha Economic Development Council

Roll Call Vote 6/13/2023

Agenda Item:

V. B. Motion to forward application for the Central Business District Building Grant submitted by CCP LLC/Bart & Carol Bingham/Roberto's Tex-Mex, 117 N 2nd Street, Chickasha, to the City for consideration.

Board Member	Yes	No	Abstain
Kyle Abrahams	✓		
Ryan Posey	✓		
Tim Elliott	✓		
Kirk Painter	✓		
Troy Avant	✓		
Ronnie Bogle	✓		
Rick Croslin			
Weston DeHart			
John Feaver	✓		
Kea Ginn			✓
Andy Maher	✓		
John Mosley	✓		
Ed Stanton	✓		
Cale Walker			

FIRST YEAR SALES AND PROPERTY TAX PROJECTIONS

Date Requested:

4/4/23

Name:

Roberto's Tex-Mex

Request Amount:

~~\$83,400~~ 83,400

Purpose:

Contact:

Carol Bingham

Phone Number:

405-642-0191

Address:

662 S4 Chickasha OK 73018

Current Annual Sales:

0, Prior to opening

Projected Annual Sales:

\$1,000,000.00

Projected Change

\$650,000

Current Annual Property Tax:

0, Prior to opening

Projected Annual Property Tax:

Projected Change

\$3000-

Current # of Jobs:

15

Current Annual Compensation:

[Includes Salary, Benefits]

[Excludes Taxes, FICA]

Projected # of Jobs:

25

Projected Annual Comp:

\$600,000

IV. Work Estimates

Please attach estimates for each component of the proposed improvement. Eligible costs shall be the cost of materials, equipment, and contracted labor to complete eligible improvements. Professional fees such as architects, engineers, and solicitors are not eligible costs. Labor provided by the Applicant or tenant of the building is not an eligible cost.

1. Name/Company and Phone Number of Preferred Contractor:

Subs - multiple
Amount: _____

2. Name/Company and Phone Number of Second Contractor:

N/A
Amount: _____

3. Additional Estimates/Comments: (Please attach additional quotes, as required)

4. Total estimated costs of your improvements: \$7,000

5. Estimated completion date for your improvements? 10/02

All complete

V. Loan Information

Amount of financing requested: Personal savings

Source of equity and applicant's percentage of ownership: _____

Participating Bank and Contact: N/A

☐ Copy of lender commitment letter attached (if applicable)

VI. Financial Information:

If the applicant does not need lending from a bank and no lender commitment letter is available then CEDC will require a letter of credit from the applicant's bank or applicant must provide financial statements on business or individual for the *Current Year*, (within 45 days) and *Past Three (3) Years*, including profit and loss statements and tax returns. If the business is new, submit your personal tax returns for the *Past Three (3) Years*.

VII. Credit References: Names and Addresses of three references

First National Bank



City of
CHICKASHA

Meeting Type: Council Agenda 9-18-2023

Meeting Date: 9/18/2023

Department: Community Development

Agenda Item No. 6.c.

AGENDA ITEM: Discussion, consideration and possible action to approve the Contract between the City of Chickasha and Hudson Prince for engineering review services and authorize the Mayor to execute the same.

I. BACKGROUND/DESCRIPTION:

The Community Development department is adding more engineering services to keep up with the demand.

With increased development, we are adding more engineering firms to ensure items are reviewed in a timely manner and to ensure there is always an available engineer when needed.

They will be on an as-called and as needed basis.

II. RECOMMENDED ACTION:

Approve the Contract between the City of Chickasha and Hudson Prince for engineering review services and authorize the Mayor to execute the same.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Rachel Bernish, Asst. City Manager	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: September 18, 2023	(From)		

V. ATTACHMENTS:

1. City of Chickasha MSA July 2023 - July 2024 (V3)

**Master Agreement
For
Professional Services**

City of Chickasha

Project No. 2376

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THIS MASTER AGREEMENT FOR PROFESSIONAL SERVICES (“Agreement”) is made as of the Effective Date by and between the **City of Chickasha** (hereinafter referred to as “**Owner**”), and **Hudson Prince Engineering & Inspection, PLLC** (hereinafter referred to as “**Hudson Prince**”). Owner and Hudson Prince may individually be referred to herein after as a “**Party**” and/or “**Parties**” respectively.

RECITALS

WHEREAS, Owner is in need of certain professional Services as further set forth in the applicable Work Order.

WHEREAS, Hudson Prince will provide professional Services as further described herein.

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

In addition to other defined terms used throughout this Agreement, when used herein, the following capitalized terms have the meaning specified in this Section:

“**Effective Date**” means the date last set forth in the signature lines below.

“**Damages**” means any and all damages, liabilities, or costs (including reasonable attorneys’ fees recoverable under applicable law).

“**Hazardous Materials**” means any substance that, under applicable law, is considered to be hazardous or toxic or is or may be required to be remediated, including: (i) any petroleum or petroleum products, radioactive materials, asbestos in any form that is or could become friable, (ii) any chemicals, materials or substances which are now or hereafter become defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “extremely hazardous wastes,” “restricted hazardous wastes,” “toxic substances,” “toxic pollutants,” or any words of similar import pursuant to applicable law; or (iii) any other chemical, material, substance or waste, exposure to which is now or hereafter prohibited, limited or regulated by any governmental instrumentality, or which may be the subject of liability for damages, costs or remediation.

“**Personnel**” means affiliates, directors, officers, partners, members, employees, and agents.

“**Work Order**” means a document executed by both Parties reflecting Owner’s request for professional Services in the form of Exhibit A.

2. SCOPE OF SERVICES

2.1. Services. Owner hereby engages Hudson Prince to perform the scope of service requested by Owner under a Work Order(s) (the “**Services**”). Execution of the applicable Work Order by Owner constitutes Owner’s written authorization to proceed with the Services set forth in such Work Order. In consideration for such Services, Owner agrees to pay Hudson Prince in accordance with Section 3 below.

3. PAYMENT

3.1. Fee. For the Services described under Section 2.1, Owner will pay Hudson Prince in accordance with this Section 3 and the applicable Work Order. Owner represents that funding sources necessary to pay Hudson Prince in accordance with the terms of this Agreement will be in place prior to execution of the applicable Work Order.

3.2. Invoicing Statements. Hudson Prince shall invoice Owner on a monthly basis. Such invoice shall include supporting documentation reasonably necessary for Owner to know with reasonable certainty the proportion of Services accomplished. The Owner's terms and conditions set forth in a purchase order (or any similar document) are expressly rejected.

3.3. Payment.

3.3.1. Due Date. Owner shall pay Hudson Prince all undisputed amounts forty-five (45) days after receipt of an invoice. Owner shall provide notice in writing of any portion of an invoice that is disputed in good faith within fifteen (15) days of receipt of an invoice. Hudson Prince shall promptly work to resolve any and all items identified by Owner relating to the disputed invoice. All disputed portions shall be paid promptly upon resolution of the underlying dispute.

3.3.2. If any undisputed payment due Hudson Prince under this Agreement is not received within sixty (60) days from the date of an invoice, Hudson Prince may elect to suspend Services under this Agreement without penalty.

3.3.3. Payments due and owing that are not received within forty-five (45) days of an invoice date will be subject to interest at the lesser of a one percent (1%) monthly interest charge (compounded).

4. AMENDMENTS

4.1. Amendments. Hudson Prince shall be entitled to an equitable adjustment in the cost and/or schedule for circumstances outside the reasonable control of Hudson Prince, including modifications in the scope of Services, applicable law, codes, or standards after the Effective Date ("Amendment"). As soon as reasonably possible, Hudson Prince shall forward a formal Amendment, in the form set forth in Exhibit C, to Owner with backup supporting the Amendment. All Amendments should include, to the extent known and available under the circumstances, documentation sufficient to enable Owner to determine: (i) the factors necessitating the possibility of a change; (ii) the impact which the change is likely to have on the cost to perform the Services; and (iii) the impact which the change is likely to have on the schedule. All Amendments shall be effective only after City council approval and have been signed by the designated representatives of both Parties. Hudson Prince shall have no obligation to perform any additional work created by such Amendment until a mutually agreeable Amendment is approved and executed by both Parties. Hudson Prince shall have no liability for any delay or suspension of work associated with City council approval or related to obtaining the fully executed Amendment.

5. OWNER'S RESPONSIBILITIES

5.1. Owner's responsibilities shall include the following:

5.1.1. Those responsibilities set forth in the applicable Work Order.

5.1.2. Pay Hudson Prince in accordance with Section 3 and the applicable Work Order.

5.1.3. Owner shall be responsible for all requirements and instructions that it furnishes to Hudson Prince pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Hudson Prince pursuant to this Agreement. Hudson Prince may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items as further set forth in the applicable Work Order.

5.1.4. Owner shall give prompt written notice to Hudson Prince whenever Owner observes or otherwise becomes aware of the presence at the project site of any Hazardous Materials or any relevant, material defect, or nonconformance in: (i) the Services; (ii) the performance by any contractor providing or otherwise performing construction services related to the Work Order; or (iii) Owner's performance of its responsibilities under this Agreement.

5.1.5. Owner will not directly or indirectly solicit any of Hudson Prince's Personnel during performance of this Agreement and for a period of one (1) year beyond completion of this Agreement.

6. GENERAL REQUIREMENTS

6.1. Standards of Performance.

6.1.1. Industry Practice. Hudson Prince shall perform any and all Services required herein in accordance with generally accepted practices and standards employed by members of the engineering profession as of the Effective Date practicing under similar conditions. Such generally accepted practices and standards are not intended to be limited to the optimum practices, methods, techniques, or standards to the exclusion of all others, but rather to a spectrum of reasonable and prudent practices employed by members of the engineering profession. Hudson Prince shall comply with all federal, state, and local laws, regulations, and ordinances applicable to the Services being performed.

6.1.2. Owner shall not be responsible for discovering deficiencies in the technical accuracy of Hudson Prince's services. Hudson Prince shall promptly correct deficiencies in technical accuracy without the need for an Amendment unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

6.1.3. On-site Services. Hudson Prince and its representatives shall comply with Owner's and its separate contractor's project specific safety programs, which have been provided to Hudson Prince in writing in advance of any site visits.

6.1.4. Relied Upon Information: Hudson Prince may use or rely upon design elements and information ordinarily or customarily furnished by others including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

6.1.5. Aside from Hudson Prince's direct subconsultants, Hudson Prince shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Hudson Prince have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any such contractor, or the

safety precautions and programs incident thereto, for security or safety at the project site, nor for any failure of a contractor to comply with laws and regulations applicable to that contractor's services. Hudson Prince shall not be responsible for the acts or omissions of any contractor for whom it does not have a direct contract. Hudson Prince neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the construction contract documents applicable to the contractor's work, even when Hudson Prince is performing construction phase services.

6.1.6. Hudson Prince is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, research, or enforcement of construction insurance or surety bonding requirements. Hudson Prince's Services expressly do not include providing advice pertaining to insurance, legal, finance, surety-bonding, or similar services. In no event is Hudson Prince acting as a "municipal advisor" as set forth in the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission.

6.2. Instruments of Service.

6.2.1. Deliverables. All reports, specifications, record drawings, models, data, and all other information provided by Hudson Prince or its subconsultants, which is required to be delivered to Owner under the applicable Work Order (the "**Deliverables**"), shall become the property of Owner subject to the terms and conditions stated herein.

6.2.2. Electronic Media. Owner hereby agrees that all electronic media, including CADD files ("**Electronic Media**"), are tools used solely for the preparation of the Deliverables. Upon Owner's written request, Hudson Prince will furnish to Owner copies of Electronic Media to the extent included as part of the Services. In the event of an inconsistency or conflict in the content between the Deliverables and the Electronic Media, however, the Deliverables shall take precedence in all respects. Electronic Media is furnished without guarantee of compatibility with the Owner's software or hardware. Because Electronic Media can be altered, either intentionally or unintentionally, by transcription, machine error, environmental factors, or by operators, it is agreed that, to the extent permitted by applicable law, Owner shall indemnify and hold Hudson Prince, Hudson Prince's subconsultants, and their Personnel harmless from and against any and all claims, liabilities, damages, losses, and costs, including, but not limited to, costs of defense arising out of changes or modifications to the Electronic Media form in Owner's possession or released to others by Owner. Hudson Prince's sole responsibility and liability for Electronic Media is to furnish a replacement for any non-functioning Electronic Media for reasons solely attributable to Hudson Prince within thirty (30) days after delivery to Owner.

6.2.3. Property Rights. All property rights of a Party, including copyright, patent, and reuse ("**Intellectual Property**"), shall remain the Intellectual Property of that Party. Hudson Prince shall obtain all necessary Intellectual Property from any necessary third parties in order to execute the Services. Any Intellectual Property of Hudson Prince or any third party embedded in the Deliverables shall remain so embedded and may not be separated therefrom.

6.2.4. License. Upon Owner fulfilling its payment obligations under this Agreement, Hudson Prince hereby grants Owner a license to use the Intellectual Property, but only in the operation and maintenance of the project for which it was provided. Use of such

Intellectual Property for modification, extension, or expansion of the project or on any other project, unless under the direction of Hudson Prince, shall be without liability to Hudson Prince and Hudson Prince's subconsultants. To the extent permitted by applicable law, Owner shall indemnify and hold Hudson Prince, Hudson Prince's subconsultants, and their Personnel harmless from and against any and all claims, liabilities, damages, losses, and costs, including but not limited to costs of defense arising out of Owner's use of the Intellectual Property contrary to the rights permitted herein.

6.3. Opinions of Cost.

6.3.1. Since Hudson Prince has no control over: (i) the cost of labor, materials, equipment, or services furnished by others; (ii) the contractor or its subcontractor(s)' methods of determining prices; (iii) competitive bidding; (iv) market conditions; or (v) similar material factors, Hudson Prince's opinions of project costs or construction costs provided pursuant to the applicable Work Order, if any, are to be made on the basis of Hudson Prince's experience and qualifications and represent Hudson Prince's reasonable judgment as an experienced and qualified professional engineering firm, familiar with the construction industry. Hudson Prince cannot and does not guarantee that proposals, bids, or actual project or construction costs will not vary from estimates prepared by Hudson Prince.

6.3.2. Owner understands that the construction cost estimates developed by Hudson Prince do not establish a limit for the construction contract amount. If the actual amount of the low construction bid or resulting construction contract exceeds the construction budget established by Owner, Hudson Prince will not be required to re-design the Services without additional compensation. In the event Owner requires greater assurances as to probable construction cost, then Owner agrees to obtain an independent cost estimate.

6.4. Underground Utilities. Except to the extent expressly included as part of the Services, Hudson Prince will not provide research regarding utilities or survey utilities located and marked by their owners. Furthermore, since many utility companies typically will not locate and mark their underground facilities prior to notice of excavation, Hudson Prince is not responsible for knowing whether underground utilities are present or knowing the exact location of such utilities for design and cost estimating purposes. In no event is Hudson Prince responsible for damage to underground utilities, unmarked or improperly marked, caused by geotechnical conditions, potholing, construction, or other contractors or subcontractors working under a subcontract to this Agreement.

6.5. Design without Construction Phase Services.

6.5.1. Hudson Prince shall be responsible only for those construction phase Services expressly set forth in a Work Order, if any. With the exception of such expressly required Services, Hudson Prince shall have no responsibility or liability for any additional construction phase services, including review and approval of payment applications, design, shop drawing review, or other obligations during construction. Owner assumes all responsibility for interpretation of the construction contract documents and for construction observation and supervision and waives any claims against Hudson Prince that may be in any way connected thereto.

6.5.2. Owner agrees, to the fullest extent permitted by law, to indemnify and hold Hudson Prince, Hudson Prince's subconsultants, and their Personnel harmless from any loss, claim, or cost, including reasonable attorneys' fees and costs of defense, arising or resulting from the performance of such construction phase services by other persons or entities and from any and all claims arising from modifications, clarifications,

interpretations, adjustments, or changes made to the construction contract documents to reflect changed field or other conditions, except to the extent such claims arise from the negligence of Hudson Prince in performance of the Services.

6.5.3. If the Owner requests in writing that Hudson Prince provide any specific construction phase services or assistance with resolving disputes or other subcontractor related issues, and if Hudson Prince agrees to provide such services, then Hudson Prince shall be compensated for the work as an Amendment in accordance with Sections 4 and 10.2.

6.6. Hazardous Materials. Nothing in this Agreement shall be construed or interpreted as requiring Hudson Prince to assume any role in the identification, evaluation, treatment, storage, disposal, or transportation of any Hazardous Materials. Notwithstanding any other provision to the contrary in this Agreement and to the fullest extent permitted by law, Owner shall indemnify and hold Hudson Prince and Hudson Prince's subconsultants, and their Personnel harmless from and against any and all losses which arise out of the performance of the Services and relating to the regulation and/or protection of the environment including without limitation, losses incurred in connection with characterization, handling, transportation, storage, removal, remediation, disturbance, or disposal of Hazardous Material, whether above or below ground.

6.7. Confidentiality. Owner and Hudson Prince shall consider: (i) all information provided by the other Party that is marked as "Confidential Information" or "Proprietary Information" or identified as confidential pursuant to this Section 6.7 in writing promptly after being disclosed verbally; and (ii) all documents resulting from Hudson Prince's performance of Services to be Confidential Information. Except as legally required, Confidential Information shall not be discussed with or transmitted to any third parties, except on a "need to know basis" with equal or greater confidentiality protection or written consent of the disclosing Party. Confidential Information shall not include and nothing herein shall limit either Party's right to disclose any information provided hereunder which: (i) was or becomes generally available to the public, other than as a result of a disclosure by the receiving Party or its Personnel; (ii) was or becomes available to the receiving Party or its representatives on a non-confidential basis, provided that the source of the information is not bound by a confidentiality agreement or otherwise prohibited from transmitting such information by a contractual, legal, or fiduciary duty; (iii) was independently developed by the receiving Party without the use of any Confidential Information of the disclosing Party; or (iv) is required to be disclosed by applicable law or a court order. All confidentiality obligations hereunder shall expire three (3) years after completion of the Services.

7. INSURANCE

7.1. Insurance.

7.1.1. Hudson Prince shall procure and maintain insurance as set forth in Exhibit B until completion of the Service.

7.1.2. Hudson Prince shall name Owner as an additional insured on Hudson Prince's General Liability policy to the extent of Hudson Prince's indemnity obligations provided in Section 9 of this Agreement.

7.1.3. Upon request, Hudson Prince shall furnish Owner a certificate of insurance evidencing the insurance coverages required in Exhibit B.

8. DOCUMENTS

- 8.1. Audit. Hudson Prince will retain all pertinent records for a period of three (3) years beyond completion of the Services. Owner may have access to such records during normal business hours with three (3) business days advanced written notice. In no event shall Owner be entitled to audit the makeup of lump sum or other fixed prices (e.g., agreed upon unit or hour rates).
- 8.2. Delivery. After completion of the Services, and prior to final payment, Hudson Prince shall deliver to the Owner all Deliverables required under the applicable Work Order.

9. INDEMNIFICATION / WAIVERS

9.1. Indemnification.

9.1.1. Hudson Prince Indemnity. Subject to the limitations of liability set forth in Section 9.2, Hudson Prince agrees to indemnify and hold Owner, and Owner's Personnel harmless from Damages due to bodily injury (including death) or third-party tangible property damage to the extent such Damages are caused by the negligent acts, errors, or omissions of Hudson Prince or any other party for whom Hudson Prince is legally liable, in the performance of the Services under this Agreement.

9.1.2. Owner Indemnity. Subject to the limitations of liability set forth in Section 9.2, Owner agrees to indemnify and hold Hudson Prince and Hudson Prince's subconsultants and their Personnel harmless from Damages due to bodily injury (including death) or third-party tangible property damage to the extent caused by the negligent acts, errors, or omissions of Owner or any other party for whom Owner is legally liable, in the performance of Owner's obligations under this Agreement.

9.1.3. In the event claims or Damages are found to be caused by the joint or concurrent negligence of Hudson Prince and the Owner, they shall be borne by each Party in proportion to its own negligence.

9.2. Waivers. Notwithstanding any other provision to the contrary, the Parties agree as follows:

9.2.1. The Parties agree that any claim or suit for Damages made or filed against the other Party will be made or filed solely against Hudson Prince or Owner respectively, or their successors or assigns, and that no Personnel shall be personally liable for Damages under any circumstances.

9.2.2. Mutual Waiver. To the fullest extent permitted by law, neither Owner, Hudson Prince, nor their respective Personnel shall be liable for any consequential, special, incidental, indirect, punitive, or exemplary damages, or damages arising from or in connection with loss of use, loss of revenue or profit (actual or anticipated), loss by reason of shutdown or non-operation, increased cost of construction, cost of capital, cost of replacement power or customer claims, and Owner hereby releases Hudson Prince, and Hudson Prince releases Owner, from any such liability.

9.2.3. No Other Warranties. No other warranties or causes of action of any kind, whether statutory, express or implied (including all warranties of merchantability and fitness for a particular purpose and all warranties arising from course of dealing or usage of trade) shall apply. Owner's exclusive remedies and Hudson Prince's only obligations arising out of or in connection with defective Services (patent, latent or otherwise), whether

based in contract, in tort (including negligence and strict liability), or otherwise, shall be those stated in the Agreement.

9.2.4. The limitations set forth in Section 9.2 apply regardless of whether the claim is based in contract, tort, or negligence including gross negligence, strict liability, warranty, indemnity, error and omission, or any other cause whatsoever.

10. DISPUTE RESOLUTION

10.1. Any controversy or claim ("**Dispute**") arising out of or relating to this Agreement or the breach thereof shall be resolved in accordance with the following:

10.1.1. Any Dispute that cannot be resolved by the project managers of Owner and Hudson Prince may, at the request of either Party, be referred to the senior management of each Party. If the senior management of the Parties cannot resolve the Dispute within thirty (30) days after such request for referral, then either Party may request mediation. If both Parties agree to mediation, it shall be scheduled at a mutually agreeable time and place with a mediator agreed to by the Parties. Should mediation fail, should either Party refuse to participate in mediation, or should the scheduling of mediation be impractical, either Party may litigate in the District Court for Grady County, Oklahoma.

10.1.2. The prevailing Party shall be entitled to recover its attorneys' fees, costs, and expenses.

10.1.3. Owner and Hudson Prince further agree to use commercially reasonable efforts to include a similar dispute resolution provision in all agreements with independent contractors and subconsultants retained for the project.

10.2. Litigation Assistance. This Agreement does not include costs of Hudson Prince for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by Owner, unless litigation assistance has been expressly included as part of Services. In the event Owner requests such services of Hudson Prince, this Agreement shall be amended in writing by both Owner and Hudson Prince to account for the additional services and resulting cost in accordance with Section 4.

11. TERMINATION

11.1. Termination for Convenience. Owner shall have the right at its sole discretion to terminate this Agreement for convenience at any time upon giving Hudson Prince ten (10) days' written notice. In the event of a termination for convenience, Hudson Prince shall bring any ongoing Services to an orderly cessation. Owner shall compensate Hudson Prince in accordance with the applicable Work Order for: (i) all Services performed and reasonable costs incurred by Hudson Prince on or before Hudson Prince's receipt of the termination notice, including all outstanding and unpaid invoices, (ii) all costs reasonably incurred to bring such Services to an orderly cessation.

11.2. Termination for Cause. This Agreement may be terminated by either Party in the event of failure by the other Party to perform any material obligation in accordance with the terms hereof. Prior to termination of this Agreement for cause, the terminating Party shall provide at least seven (7) business days written notice and a reasonable opportunity to cure to the non-performing Party. In all events of termination for cause due to an event of default by the Owner, Owner shall pay Hudson Prince for all Services properly performed prior to such termination in accordance with the terms, conditions and rates set forth in this Agreement.

11.3. Termination in the Event of Bankruptcy. Either Party may terminate this Agreement immediately upon notice to the other Party, and without incurring any liability, if the non-terminating Party has: (i) been adjudicated bankrupt; (ii) filed a voluntary petition in bankruptcy or had an involuntary petition filed against it in bankruptcy; (iii) made an assignment for the benefit of creditors; (iv) had a trustee or receiver appointed for it; (v) becomes insolvent; or (vi) any part of its property is put under receivership.

12. MISCELLANEOUS

12.1. Governing Law. This Agreement is governed by the laws of the State of Oklahoma without regard to its choice of law provisions.

12.2. Successors and Assigns. Owner and Hudson Prince each bind themselves and their successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; neither Owner nor Hudson Prince shall assign, sublet, or transfer their interest in this Agreement without the written consent of the other, which shall not be unreasonably withheld or delayed.

12.3. Independent Contractor. Hudson Prince is and at all times shall be deemed an independent contractor in the performance of the Services under this Agreement.

12.4. No Third-Party Beneficiaries. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than Owner and Hudson Prince. This Agreement does not contemplate any third-party beneficiaries.

12.5. Entire Agreement. This Agreement constitutes the entire agreement between Owner and Hudson Prince and supersedes all prior written or oral understandings and shall be interpreted as having been drafted by both Parties. This Agreement may be amended, supplemented, or modified only in writing by and executed by both Parties.

12.6. Severance. The illegality, unenforceability, or occurrence of any other event rendering a portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision of this Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.

12.7. Counterpart Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together constitute one Agreement. Delivery of an executed counterpart of this Agreement by fax or transmitted electronically in legible form, shall be equally effective as delivery of a manually executed counterpart of this Agreement.

13. EXHIBITS

13.1. The following Exhibits are attached to and made a part of this Agreement:

- Exhibit A – Form of Work Order
- Exhibit B – Insurance
- Exhibit C – Form of Amendment
- Exhibit D – Standard Rates



Owner and Hudson Prince, by signing this Agreement, acknowledges that they have independently assured themselves and confirms that they individually have examined all Exhibits, and agrees that all of the aforesaid Exhibits shall be considered a part of this Agreement and agrees to be bound to the terms, provisions, and other requirements thereof, unless specifically excluded.

Acceptance of this proposed Agreement is indicated by an authorized agent of the Owner signing in the space provided below. Please return one signed original of this Agreement to Hudson Prince for our records.

IN WITNESS WHEREOF, Owner and Hudson Prince have executed this Agreement effective as of the date last written below.

City of Chickasha

Hudson Prince Engineering &
Inspection, PLLC

By: _____
Signature

By: _____
Signature

Name: _____
Printed Name

Name: _____
Printed Name

Title: _____

Title: _____

Date: _____

Date: _____

Attest: _____

Attest: _____



**EXHIBIT A
(FORM OF WORK ORDER)**

**WORK ORDER NO. ____
City of Chickasha
Project No. 2376**

This WORK ORDER ("Work Order") is made by and between the **City of Chickasha** (hereinafter referred to as "Owner") and **Hudson Prince Engineering & Inspection, PLLC**, (hereinafter referred to as "Hudson Prince") in accordance with the provisions of the MASTER AGREEMENT FOR PROFESSIONAL SERVICES executed on _____ (the "Agreement").

Under this Work Order, the Owner intends to make the following improvements for **[Insert Project Title]**:

[Insert text here.]

Hudson Prince will provide professional services related to these improvements as described herein. Terms not defined herein shall have the meaning assigned to them in the Agreement.

1. SCOPE OF SERVICES

- 1.1. Hudson Prince shall provide the following Services:
 - 1.1.1. **[Insert text here [or] in Appendix A as needed.]**
- 1.2. In addition to those obligations set forth in the Agreement, Owner shall:
 - 1.2.1. **[Insert text here]**

2. PAYMENT

- 3. For the Services set forth above, Owner will pay Hudson Prince as follows: **[Insert Text Here]**

4. APPENDICES

- 4.1. The following Appendices are attached to and made a part of this Work Order:
- 4.2. Appendix A - Scope of Services
- 4.3. Appendix B – Fee Spreadsheet

This Work Order may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signature Page to Follow]



The effective date of this Work Order shall be the last date written below.

[Insert Signature Block with the Appropriate Parties]

**EXHIBIT B
(INSURANCE)**

Pursuant to Section 7.1 of the Agreement, Hudson Prince shall maintain the following minimum schedule of insurance until completion of the Services:

Worker's Compensation	Statutory Limit
Automobile Liability	
Combined Single Limit (Bodily Injury and Property Damage)	\$500,000
General Liability	
Each Occurrence	\$1,000,000
Aggregate	\$2,000,000
Professional Liability	
Each Claim Made	\$1,000,000
Annual Aggregate	\$1,000,000



EXHIBIT C
(FORM OF AMENDMENT)

AMENDMENT TO MASTER SERVICES AGREEMENT

City of Chickasha
Chickasha, Oklahoma
Project No. 2376

AMENDMENT NO. ____

This Amendment No. ___, effective on the date last written below, shall amend the Master Agreement for Professional Services between the City of Chickasha (“**Owner**”) and Hudson Prince Engineering & Inspection, PLLC (“**Hudson Prince**”), dated _____ (the “**Agreement**”).

This Amendment No. ___ **adds/modifies** the Services for the:

[Describe improvements and location]

The Agreement is hereby modified as follows:

SECTION X– [Insert section heading]

Section X of the Agreement is hereby amended as follows:

This Amendment may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Owner and Hudson Prince have executed this Amendment effective as of the date last written below.

[Insert Signature Block with the Appropriate Parties]

EXHIBIT D
(JULY 2023 – JULY 2024 STANDARD RATES)
 Rates Valid from July 2023 to July 2024

Design Services

Sr. Project Manager	\$240.00/hr.
Sr. Project Engineer	\$225.00/hr.
Project Engineer	\$196.00/hr.
Design Technician	\$135.00/hr.
CAD Technician	\$98.00/hr.
Administrative	\$70.00/hr.

Construction Engineering/Field Services

Resident Engineer	\$217.00/hr.
Project Manager	\$165.00/hr.
Project Inspector	\$115.00/hr.
Project Inspector (Overtime)	\$137.00/hr.
Auditor	\$163.00/hr.
Administrative	\$70.00/hr.

Utility Services

Utility Manager	\$217.00/hr.
Utility Coordination Engineer	\$190.00/hr.
Utility Coordination Specialist	\$140.00/hr.
Cad Technician	\$98.00/hr.
Utility Inspector	\$115.00/hr.
Administrative	\$70.00/hr.

Environmental Services

Program Manager	\$240.00/hr.
Project Manager	\$225.00/hr.
Environmental Professional II	\$205.00/hr.
Noise Specialist II	\$178.00/hr.
Biologist II	\$178.00/hr.
Environmental Scientist II	\$172.00/hr.
Environmental Scientist I	\$127.00/hr.
GIS Specialist II	\$172.00/hr.
GIS Specialist I	\$127.00/hr.
Field Compliance Engineer	\$220.00/hr.
Field Compliance Specialist	\$115.00/hr.
Administrative	\$70.00/hr.



City of
CHICKASHA

Meeting Type: Council Agenda 9-18-2023

Meeting Date: 9/18/2023

Department: Community Development

Agenda Item No. 6.d.

AGENDA ITEM: Discussion, consideration and possible action to approve the Master Service Agreement and Task Authorization for The Water Treatment Plan Improvement project for Freese and Nichols, Inc.

I. BACKGROUND/DESCRIPTION:

This is the Master Services agreement for the water treatment plant.

This has been reviewed by Scott Vaughn and Amanda Mullins

II. RECOMMENDED ACTION:

Approve the Master Service Agreement and Task Authorization for The Water Treatment Plan Improvement project for Freese and Nichols, Inc. and authorize the Mayor to execute the same.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Rachel Bernish, Asst. City Manager	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: September 18, 2023	(From)		

V. ATTACHMENTS:

1. Chickasha Task Authorization No. 1 - 14SEPT2023
2. PSA - Master Professional Services Agreement_Chickasha 14SEPT2023



MASTER PROFESSIONAL SERVICES AGREEMENT

TASK AUTHORIZATION NO. 1

City of Chickasha

Chickasha Municipal Authority

117 N. 4th Street

Chickasha, Oklahoma 73018

FNI Project:

CHK23639

Client Contract:

CMA-2303

Date:

September 14, 2023

Project Name: Water Treatment Plant Improvements Project

Description of Services: See Exhibit A – Engineering Scope of Services, Task Authorization No. 1

Compensation Type: See Attachment CO

Amount Authorized: \$369,073.00

The services described above shall proceed upon execution of this Task Authorization. All other provisions, terms, and conditions of the Master Professional Services Agreement which are not expressly amended shall remain in full force and effect.

CITY OF CHICKASHA

CHICKASHA MUNICIPAL AUTHORITY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

FREESE AND NICHOLS, INC.

By: Alan C. Hutson

Name: Alan C. Hutson, PE

Title: Principal/Vice President

Date: September 14, 2023

COMPENSATION

ATTACHMENT CO

Compensation to FNI for Basic Services in Exhibit A shall be computed on the basis of the following Schedule of Charges, but shall not exceed Three Hundred Fifty Nine Thousand Seventy Three Dollars (\$359,073).

Compensation to FNI for Special Services in Exhibit A shall be computed on the basis of the following Schedule of Charges, but shall not exceed Ten Thousand Dollars (\$10,000).

If FNI sees the Scope of Services changing so that Additional Services are needed, including but not limited to those services described as Additional Services in Exhibit A, FNI will notify OWNER for OWNER's approval before proceeding. Additional Services shall be computed based on the following Schedule of Charges.

SCHEDULE OF CHARGES

<u>Position</u>	<u>Hourly Rate</u>
Professional 1	146
Professional 2	174
Professional 3	197
Professional 4	228
Professional 5	264
Professional 6	303
Construction Manager 1	125
Construction Manager 2	156
Construction Manager 3	167
Construction Manager 4	210
Construction Manager 5	252
Construction Manager 6	288
Construction Representative 1	113
Construction Representative 2	125
Construction Representative 3	156
Construction Representative 4	167
CAD Technician/Designer 1	124
CAD Technician/Designer 2	160
CAD Technician/Designer 3	196
Corporate Project Support 1	118
Corporate Project Support 2	141
Corporate Project Support 3	188
Intern / Coop	73
Senior Advisor	175

SUBCONSULTANT SERVICES (ALREADY INCLUDED IN NOT-TO-EXCEED FEE AMOUNT):

For done by independent persons other than staff members, these services will be billed at a cost times a multiplier of 1.10. For Resident Representative services performed by non-FNI employees and CAD services performed In-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

EXHIBIT A – ENGINEERING SCOPE OF SERVICES

**TASK AUTHORIZATION NO. 1
CITY OF CHICKASHA
CHICKASHA MUNICIPAL AUTHORITY
WATER TREATMENT PLANT IMPROVEMENTS PROJECT
PROJECT NUMBER CMA-2303**

PROJECT UNDERSTANDING AND ASSUMPTIONS:

Freese and Nichols, Inc. (FNI) was selected to support the City of Chickasha (“City”) and Chickasha Municipal Authority (CMA) in the development of the Water Treatment Plant (WTP) Improvements Project. The project will include multiple phases of engineering services through which conceptual, preliminary, and final designs will be delivered for the procurement and construction of proposed improvements for the City and the CMA.

The City and the CMA has provided FNI with several previous studies and documents which will be reviewed and considered in the execution of this project. Improvements to the CMA water treatment assets are expected to be designed for a capacity of approximately 6 million gallons per day (MGD) and provide features which streamline expandability up to 8 MGD in the future. The current water source for CMA is Fort Cobb Reservoir. At this time, it is assumed that Fort Cobb will also be the water source for the Water Treatment Plant Improvements. Lake Chickasha will be reviewed and considered as an alternative source.

The FNI engineering services will be defined and authorized through a series of Task Authorizations.

ARTICLE I - BASIC SERVICES: FNI shall render the following professional services for the development of the Project subject to the MSA Terms and Conditions:

A. Project Management:

1. Perform general administrative duties associated with the Project, including progress monitoring and monthly progress reporting, scheduling, general correspondence, documentation, office administration, project team management, and implementation of a Quality Assurance (QA) and Quality Control (QC) program for the project, and invoicing for the scope items identified below. Documentation shall be in accordance with CLIENT requirements for the Project. These duties include maintaining regular communication with the CLIENT to help meet the needs of the CLIENT in a timely manner and executing work per the work plan, budget, and schedule.
2. Conduct a kickoff meeting to review scope, schedule, and budget; to determine any special conditions that may affect the project; to discuss administrative requirements of CLIENT; and to review project criteria.
3. Manage efforts of the internal design team and sub-consultants on the Project and perform Quality Control reviews of all deliverables. Quality Control Reviews will include use of FNI’s Technical Practice QC checklists, provision of QC Plan Documentation and provision of comment/response forms for documenting and responding to CLIENT comments on all submittals.

4. Prepare meeting agendas and minutes and participate and/or conduct as appropriate the following meetings:
 - a. Participate in up to 6 project coordination meetings with CLIENT.
 - b. Participate in, on behalf of CLIENT, up to 3 meetings with third parties, including other consultants providing services to CLIENT.
 - c. Participate in, on behalf of CLIENT, up to 2 public meetings needed for the Project and prepare engineering documents and presentation materials needed for the public meetings.
 - d. Participate in, on behalf of CLIENT, up to 2 meetings with the Oklahoma Department of Environmental Quality (ODEQ)
5. Prepare a Microsoft Project schedule and provide monthly updates including necessary revisions to bring the Project back on schedule if needed. The project schedule will not be resource loaded.
6. Prepare monthly project reporting including status report, recent activities, upcoming activities, action items log, decisions made log, budget updates, schedule updates, and scope changes. Prepare and submit monthly invoices with monthly progress reports.
7. Deliverables include the following:
 - a. Agendas and minutes for all meetings
 - b. Project schedule updated monthly
 - c. Monthly project reporting
 - d. Monthly invoices
8. Opinions of Probable Construction Cost Understanding:
 - a. Opinions of probable construction cost (OPCC) will be developed for the various project completion levels as described below.
 - b. FNI has adopted the Association for the Advancement of Cost Engineers (AACE, now AACE International) definitions for opinions of probable construction cost for treatment plant projects. AACE International defines five classes of cost estimates for a project in their Recommended Practice No. 18R 97. The classifications are widely accepted guidelines within the engineering/architecture community for the defining levels of project maturity and the expected range of accuracy for associated project cost opinions. The classifications range from Class 5 to Class 1 for the lowest to the highest level of the project definition. The purpose of these classifications is to improve communication among the project stakeholders involved with preparing, evaluating, and using cost opinions. FNI design services typically fall within Class 5 to Class 3 estimates. Classes 2 and 1 are reserved for bid phase and construction phase pricing coordination by a contractor. The classification definitions are summarized in the table below.

Estimate Class	Level of Project Definition	End-Use	Expected Accuracy Range
Class 5	0% to 2%	Screening or feasibility	Low: -20% to -50% High: +30% to +100%
Class 4	1% to 15%	Concept Study or Feasibility	Low: -15% to -30% High: +20% to +50%
Class 3	10% to 40%	Budget Authorization or Control	Low: -10% to -20% High: +10% to +30%
Class 2	30% to 75%	Control or Bid/Tender	Low: -5% to -15% High: +5% to +20%
Class 1	65% to 100%	Check Estimate or Bid/Tender	Low: -3% to -10% High: +3% to +15%

- c. In providing opinions of costs, financial analysis, economic feasibility projections, and schedules for the Project, the CLIENT recognizes that FNI has no control over: cost or price of labor and materials from contractors and suppliers; unknown conditions of existing equipment or structures that may affect operations and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by third parties; quality, type, management, or direction of operation personnel; and other market, economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, the CLIENT recognizes that FNI makes no warranty or guarantee that the actual project cost, financial aspects, economic feasibility, or schedules will not vary from FNI's opinions, analyses, projections, or estimates.

B. Water Supply Study

1. Meetings and Workshops
 - a. Conduct 1 meeting with the US Bureau of Reclamation (Reclamation). CMA and OWRB staff members will be invited to attend the workshop.
2. Confirm existing population and demand information derived from the latest reports available from CMA. Provide population projections based on sources acceptable to CMA, ODEQ and OWRB.
3. Confirm current water supply availability assumptions from Fort Cobb Reservoir including:
 - a. Assume yield is equal to 14,600 acre-ft/yr (96% of Fort Cobb Reservoir Master Conservancy District's current contracted demands of 15,214 acre-ft/yr per BOR September 11, 2023 document)
 - b. Assume Chickasha contract amount 6,250 acre-feet/yr is reduced by 4% (6,000 acre-feet/yr)
 - c. Assume supply is reduced from transmission losses of 1,200 ac-feet/yr per BOR March 2012 document. (4,800 acre-feet/yr = 4.28 MGD)
4. Confirm water supply availability and water quality from Lake Chickasha. If no yields have been conducted, FNI will build a model to estimate the yield.
5. Compare demand estimates for updated supply estimates.
6. If supplies are not sufficient, FNI will perform a qualitative screening (cost, quantity, quality, regulatory, environmental, climate resilience) of potential additional water supplies.

- a. Surface water
 - b. Groundwater
 - c. Reuse (Direct and Indirect)
 - d. Regional Supply
7. Provide conceptual (AACE Class 4) cost estimates and recommendations along with potential challenges associated with each water supply alternative.
8. Deliverables:
 - a. **Technical Memorandum – Water Supply Study** documenting these results. Submit up to 15 draft copies to CLIENT for review and up to 15 final copies to CLIENT upon incorporation of review comments.

C. Conceptual Engineering Services

1. Meet with CLIENT to review the scope of services, verify CLIENT's requirements for the Project, and review and update available data.
2. Site Visits and Workshops
 - a. Conduct up to 3 site visits by the engineering team to the existing WTP and to the proposed WTP site, for field evaluation, condition assessments, and coordination of conceptual design and permitting needs for completion of the project.
 - b. Workshops will be conducted as defined in each of the scope of work sections. Some workshops may be combined for efficiency.
3. Advise CLIENT as to the necessity of CLIENT's providing or obtaining data or services from others and assist CLIENT regarding any such services.
4. Data Collection and Review. FNI will:
 - a. Analyze historical data to develop a basis of design.
 - b. Develop concepts based on population projections and the basis of design.
 - c. Review relevant CLIENT provided record drawings, equipment shop drawings or O&M manuals.
 - d. CLIENT shall provide available plant operations data, flow data, and other data listed below. The historical data listed below is requested for the previous 5-years. The data will be provided digitally, if available.
 - i. Raw Water Quality (Fort Cobb Reservoir and Lake Chickasha), which CLIENT has on-hand and available, if any.
 - ii. Treated Water Quality, which CLIENT has on-hand and available, if any.
 - iii. Copy of current permits and most recent permit application for the Public Water System, including the existing Water Treatment Plant DEQ permit and application, current Concentration-Time (CT) Study for disinfection, and regulatory operating reports.
 - iv. Previous regulatory inspection reports of the treatment plant for the most recent 5-year period.
 - v. Latest contract for third-party operations at the WTP
 - vi. Consent Orders over the past 5 years.
 - e. FNI will provide a summary in the form of a letter memorandum including key conclusions and findings related to the data collection and review.

5. Existing Plant Risk-Based Condition and Criticality Assessment
 - a. Review existing record drawings and equipment shop drawings or O&M manuals provided by the CLIENT.
 - b. Perform a risk-based condition assessment of the existing WTP which will be limited to identify reliable unit processes and equipment that may be maintained in good operating condition and reused or repurposed versus unit processes and equipment that will require replacement.
 - c. Conduct 1 workshop with the CLIENT to develop risk-based condition and criticality scoring criteria for the treatment plant assessment.
 - d. Condition Scoring Criteria:
 - i. In coordination with the CLIENT, develop condition assessment scoring criteria to utilize during the assessment.
 - ii. The condition assessment will be limited to the liquids and residuals (liquid and solid) treatment processes and equipment, including the flash mix, circular clarifiers, filters, residuals (sludge) management structures and pumps, and chemical feed structures, pumps, and systems..
 - iii. This evaluation will include a general condition assessment of the mechanical, structural, and electrical aspects of the main process equipment, pumps greater than 5 HP, valves 6" and greater associated with process control, gates 1' and larger associated with main plant processes, and electrical gear that supports that equipment, SCADA Connectivity, and a review of existing clearwell inspection reports. This assessment will not include peripheral items such as building heating, ventilation, and air conditioning (HVAC and unit heaters), roofing, building space utilization, sump pumps, or other such items. This assessment does include evaluations of plant primary power. A detailed structural assessment beyond visual inspection of structures is not included in the limited assessment.
 - e. Criticality Scoring Criteria:
 - i. In coordination with the CLIENT, develop criticality scoring criteria to assign for each process area and major treatment equipment based on parameters such as plant capacity affected; process impacted due to outage; outage duration; system redundancy, and health, safety, and environmental impact due to loss of service.
 - f. Conduct Risk-Based Condition/Criticality Assessment
 - i. Jointly with the CLIENT's Operations and Maintenance Staff, conduct 1 single-day site visit to the plant to perform the limited condition assessment.
 - ii. Utilize the previously established condition and criticality assessment scoring criteria to develop risk ratings and to prioritize improvement projects.
 - iii. Data collection for the condition and criticality assessments will include any information provided by the CLIENT and through visual observations without entering any permitted spaces or similar inaccessible spaces. No materials testing or physical testing of any structure, piping, valves, or equipment is included.
 - iv. The joint CLIENT/FNI team will assign condition and critical scores for each process based on observations during the visit.
 - g. Identify and inventory specific equipment or processes that may be suitable for salvage or repurposing for future use.
 - h. Conduct 1 workshop with the CLIENT to review the results of the risk-based condition assessment and recommendations for improvements/equipment replacement.
 - i. Deliverables:
 - i. **Technical Memorandum – Risk Based Condition and Criticality Assessment** documenting these results. Submit up to 15 draft copies to CLIENT for review and up to 15 final copies to CLIENT upon incorporation of review comments.

6. Summary Assessment of the Existing WTP and Possible Future WTP
 - a. Develop and evaluate alternatives for the possible repurposing or salvage of existing WTP assets as they may or may not be integrated into the new WTP approach. This assessment will incorporate the data and conclusions from previous tasks focused on supply strategies, water quality, and cost savings.
 - b. Perform capacity analyses on Existing WTP assets and processes that are shown to have potential for continued operations, rehabilitation, or repurposing from the Condition Assessment.
 - i. Existing WTP Process capacity evaluation
 1. Perform a desktop capacity assessment of major treatment processes for compliance with state regulatory design criteria and redundancy guidelines.
 2. Develop a process capacity tool to define and establish the estimated “Functional Capacity” of the Existing WTP based on the limiting process(es) at the facility.
 - ii. Existing WTP Hydraulic capacity evaluation
 1. Develop a desktop hydraulic evaluation of the main treatment process flows to validate hydraulics and quantify the hydraulic capacity of the system.
 2. Desktop hydraulic evaluation will utilize FNI’s standard Excel-based model and/or *Visual Hydraulics*™ modeling software by Innovative Hydraulics.
 3. CLIENT shall provide on-hand available flow metering data, water surface elevations, and detailed record drawings of existing facilities for the purposes of model development and calibration.
 4. Evaluate the desktop hydraulic model to identify hydraulic limitations on the Existing WTP capacity.
 5. Prepare a schematic hydraulic profile of the Existing WTP by confirming or updating the existing profile.
 - c. Develop conceptual site layouts for alternatives which may include the existing and/or proposed water treatment facilities.
 - d. Prepare AACE Class 4 cost estimates for the alternatives.
 - e. Prepare a summary letter memorandum detailing the results of the assessment.
 - f. Conduct 1 workshop with the CLIENT to review the results of the assessment and FNI’s recommendations for improvements.
 - g. Prepare resources and present findings to the City of Chickasha City Council and the Chickasha Municipal Authority Board of Trustees, as the City/CMA project team determines is necessary.
 - h. Deliverables:
 - i. **Letter Memorandum – Existing WTP and Possible Future WTP Assessment** documenting these results. Submit up to 15 draft copies to CLIENT for review and up to 15 final copies to CLIENT upon incorporation of review comments.

D. Environmental Site Assessment

1. Regulatory Compliance Review and Environmental Site Assessment of the proposed new water treatment plant site:
 - a. Perform a desktop assessment of regulatory compliance requirements to verify any permitting needs. These tasks include:
 - i. Archaeological assessment
 - ii. Wetlands assessment
 - iii. Floodplain assessment
 - iv. Federally Endangered and Threatened species and Migratory Birds assessment

- v. Each desktop assessment is conducted using readily available public data and does not include site surveys, modeling, mapping, or agency coordination.
 - vi. Individual Technical Memorandum (Draft and Final) summarizing key findings and recommendations of each assessment.
 - vii. CLIENT, with the assistance of FNI, will conduct one round of reviews (part of the Workshop).
- b. Prepare an Environmental Site Assessment (ESA) Phase 1 that determines if further investigation needs to be performed on the property. Phase 1 documentation includes:
 - i. One site visit.
 - ii. Records search from publicly available sources
 - iii. Draft and Final TM in an electronic format
 - iv. CLIENT will conduct one round of reviews (part of the Workshop)
- c. Conduct 1 workshop with the CLIENT to review the results of the Regulatory Compliance and Environmental Site Assessment of the new water treatment plant site.
- d. Deliverables:
 - i. **Technical Memoranda as identified above** documenting the findings and recommendations. Submit up to 15 draft copies to CLIENT for review and up to 15 final copies to CLIENT upon incorporation of review comments. All the submittals will also be provided in electronic format.

ARTICLE II - SPECIAL SERVICES: FNI shall render the following professional services, which are not included in the Basic Services described above, in connection with the development of the Project:

1. Water Quality – Sampling and Analyses: After available water quality data is compiled and reviewed, it is possible that additional information may be required to adequately assess the water quality from Lake Chickasha and Fort Cobb Reservoir and the compatibility of the two sources. Sampling efforts to collect raw water from these two sources, the raw water storage reservoir, and/or the existing water treatment plant as well as expenses and effort related to the laboratory analyses of the samples will be a Special Service.

ARTICLE III - ADDITIONAL SERVICES: Additional Services to be performed by FNI, if authorized by CLIENT, which are not included in the above described Basic or Special Services, are described as follows:

1. Field surveying required for the preparation of designs and drawings.
2. Making property, boundary and right-of-way surveys, preparation of easement and deed descriptions, including title search and examination of deed records.
3. Providing renderings, model, and mock-ups requested by the CLIENT.
4. Conducting pilot plant studies or tests.
5. Preparing data and reports for assistance to CLIENT in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.
6. Assisting CLIENT, upon request, in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, shall be furnished by FNI on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.
7. Design, contract modifications, studies or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this agreement.
8. Visits to the site more than the number of trips included in Basic Services for periodic site visits, coordination meetings, or contract completion activities.

9. Providing basic or additional services on an accelerated time schedule. The scope of this service includes the costs for overtime wages of employees and consultants, inefficiencies in work sequence and plotting or reproduction costs directly attributable to an accelerated time schedule directed by the CLIENT.
10. Providing services made necessary because of unforeseen, concealed, or differing site conditions or due to the presence of hazardous substances in any form.
11. Preparing statements for invoicing or other documentation for billing, including any sub-consultant invoices, other than for the standard invoice for services attached to this professional services agreement.
12. Design for additional facilities beyond those identified in basic services.
13. Providing environmental support services including the design and implementation of ecological baseline studies, environmental monitoring, impact assessment and analyses, permitting assistance, and other assistance required to address environmental issues.
14. Provide Geotechnical investigations, studies and reports.

ARTICLE IV - TIME OF COMPLETION: FNI is authorized to commence work on the Project upon execution of this Agreement and agrees to complete the services in accordance with the following schedule:

Task 1A	<u>Ongoing for duration of Task Authorization</u>
Task 1B	<u>1 month from NTP</u>
Tasks 1C and 1D	<u>4 months from NTP</u>

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust the contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in CLIENT or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined elsewhere, but specifically Paragraph 8 of the Master Service Agreement and in Attachment CO.

ARTICLE V - RESPONSIBILITIES OF CLIENT: CLIENT shall perform the following in a timely manner so as not to delay the services of FNI:

- A. CLIENT shall designate Client's Representative.
- B. CLIENT will provide all criteria and full information as to CLIENT's requirements for the Project, including ordinances, procedures, design objectives and constraints, space, capacity and performance requirements, within CLIENT's capabilities, and any budgetary limitations; and furnish copies of all design and construction standards which CLIENT will require to be included in the drawings and specifications.
- C. CLIENT will assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- D. CLIENT will arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this Agreement.
- E. CLIENT will examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other

consultants as CLIENT deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of FNI.

- F. CLIENT will give prompt written notice to FNI whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of FNI's services, or any defect or nonconformance of the work of any Contractor.
- G. CLIENT shall bear all costs incident to compliance with the requirements of this Article V.

MASTER PROFESSIONAL SERVICES AGREEMENT

This Agreement is entered into by the City of Chickasha, a Municipal Corporation of the State of Oklahoma ("City") and the Chickasha Municipal Authority, an Oklahoma Public Trust having the City of Chickasha as its sole beneficiary ("CMA" (hereinafter collectively "Client")) and Freese and Nichols, Inc. (FNI). In consideration of FNI providing professional services for Client and Client utilizing these services, the parties hereby agree:

- I. **GENERAL:** In accordance with the terms of this Agreement, Client agrees to compensate FNI to perform professional services in connection with Water Treatment Plant Improvement projects. A detailed description of the project scopes (study phase, design phase, bidding phase, and construction phase, including inspection) and fees will be outlined in Task Authorizations as services are requested by Client. FNI will not begin services until a Task Authorization is agreed upon between FNI and Client. A Task Authorization example is included as Attachment A.
- II. **SCOPE OF SERVICES:** Details concerning the Scope of Services and Responsibilities of the Client will be included in the various Task Authorizations authorized under this Agreement.
- III. **COMPENSATION:** Client agrees to pay FNI for all professional services rendered under this Agreement. FNI shall perform professional services as outlined within each Task Authorization issued under this Agreement, based on the standard hourly rates shown in each Task Authorization.
- IV. **FUNDING SOURCE:** Pursuant to the Oklahoma Water Resources Board ("OWRB") loan requirements, which is the funding source of this Agreement and each Task Authorization, Client hereby obligates five percent (5 %) of the total loan amount equating to \$3,500,000.00 to be utilized for the design phase with any remaining amount to be utilized for the following phases.
- V. **TERMS AND CONDITIONS OF AGREEMENT:** The Terms and Conditions of Agreement, as set forth in Attachment TC – Terms and Conditions of Agreement, shall govern the relationship between the Client and FNI.
- VI. **GOVERNING LAW; VENUE:** This Agreement shall be administered and interpreted under the laws of the State of Oklahoma. Venue of any legal proceeding involving this Agreement shall be in Grady County, Oklahoma.
- VII. **EFFECTIVE DATE:** The effective date of this Agreement is _____. This Agreement shall remain in effect through the construction phase of the improvements, which is anticipated to be complete in December 2026.
- VIII. **NON-APPROPRIATIONS CLAUSE:** FNI and City acknowledge that the City is bound by constitutional debt limitations; therefore, in the event that the City of Chickasha City Council fails to appropriate funds pursuant to this Agreement, the City of Chickasha may terminate this Agreement immediately, without providing the 30-day notice, and without penalty.

Nothing in this Agreement shall be construed to give any rights or benefits under this Agreement to anyone other than the Client and FNI. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Client and FNI and not for the benefit of any other party. This Agreement constitutes the entire agreement between the Client and FNI and supersedes all prior written or oral understandings.

This Agreement is executed in two counterparts. IN TESTIMONY HEREOF, Agreement executed:

CITY OF CHICKASHA

CHICKASHA MUNICIPAL AUTHORITY

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

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

FREESE AND NICHOLS, INC.

By: Alan C. Hutson
Name: Alan C. Hutson, PE
Title: Principal/Vice President
Date: September 14, 2023
Attest: William C. Henderson

ATTACHMENT A – TASK AUTHORIZATION EXAMPLE



MASTER PROFESSIONAL SERVICES AGREEMENT

TASK AUTHORIZATION

Client's Legal Name

Address

City, State, Zip

FNI Project: FNI Project Code

Client Contract: PO/Contract No.

Date: Select Date

Project Name: Name of the Project

Description of Services: Description of Services

Deliverables: Deliverables

Schedule: Schedule

Compensation Type: Select Compensation Type

Amount Authorized: \$ Amount

The services described above shall proceed upon execution of this Task Authorization. All other provisions, terms, and conditions of the Master Professional Services Agreement which are not expressly amended shall remain in full force and effect.

CLIENT'S LEGAL NAME

FREESE AND NICHOLS, INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

TERMS AND CONDITIONS OF AGREEMENT

1. **DEFINITIONS:** As used herein: (1) Client refers to the party named as such in the Agreement between the Client and FNI; (2) FNI refers to Freese and Nichols, Inc., its employees and agents, and its subcontractors and their employees and agents; and (3) Services refers to the professional services performed by FNI pursuant to the Agreement.
2. **INFORMATION FURNISHED BY CLIENT:** Client will assist FNI by placing at FNI's disposal all available and on-hand information pertinent to the project, including previous reports and any other data relative to design or construction of the project. To the fullest extent permitted by law, both parties agree to indemnify and hold the other party harmless from any and all claims and judgments, and all losses, costs, and expenses arising therefrom. FNI shall disclose to Client, prior to use thereof, defects or omissions in the data, design criteria, drawings, specifications, or other information furnished by Client to FNI that FNI may reasonably discover in its review and inspection thereof.
3. **STANDARD OF CARE:** FNI will perform all professional services under this Agreement with the professional skill and care ordinarily provided by competent members of the subject profession practicing under the same or similar circumstances and professional license as expeditiously as is prudent considering the ordinary professional skill and care of a competent member of the subject profession. FNI makes no warranties, express or implied, under this Agreement or otherwise, in connection with any Services performed or furnished by FNI.
4. **INDEMNIFICATION: TO THE FULLEST EXTENT PERMITTED BY LAW, FNI SHALL INDEMNIFY AND HOLD HARMLESS, BUT NOT DEFEND, THE CLIENT AND ITS OFFICERS, AGENTS, CONSULTANTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, COSTS, LOSSES, AND DAMAGES (INCLUDING REASONABLE ATTORNEY'S FEES) ARISING OUT OF OR RELATING TO PERFORMANCE OF THE SERVICES, PROVIDED THAT ANY SUCH CLAIM, COST, LOSS, OR DAMAGE IS ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE, DEATH, OR DAMAGE TO OR DESTRUCTION OF TANGIBLE PROPERTY, INCLUDING THE LOSS OF USE RESULTING THEREFROM, BUT ONLY TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF FNI OR ITS OFFICERS, AGENTS, CONSULTANTS, AND EMPLOYEES OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE.**
5. **INSURANCE:** FNI shall provide Client with certificates of insurance with the following minimum coverage:

<u>Commercial General Liability</u> \$2,000,000 General Aggregate <u>Automobile Liability (Any Auto)</u> \$1,000,000 Combined Single Limit	<u>Workers' Compensation</u> As required by Statute <u>Professional Liability</u> \$3,000,000 Annual Aggregate
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Client shall be named as an additional insured on FNI's Commercial General Liability and Automobile Liability policies. The certificate of insurance shall be issued from a Company duly authorized to do business in the State of Oklahoma. The certificate of insurance provided will contain a statement requiring the insurance carrier to provide the Client ten (10) days written notice prior to cancellation of coverage. Statements such as "will endeavor" and "but failure to notify owner shall impose no obligation or liability of any kind upon the company" shall not be allowed.
6. **CHANGES:** Client, without invalidating the Agreement, may order changes within the general scope of Services required by the Agreement by altering, adding, and/or deducting from the Services to be performed. If any such change under this clause causes an increase or decrease in FNI's cost or time

required for the performance of any part of the Services, an equitable adjustment will be made by mutual agreement and the Agreement will be modified in writing accordingly.

FNI will make changes to the drawings, specifications, reports, documents, or other deliverables as requested by Client. However, when such changes differ from prior comments, directions, instructions, or approvals given by Client, FNI shall be entitled to additional compensation and time as negotiated on a time and materials basis consistent with additional services required for performance of such changes to the Services authorized under this Agreement.

7. **OPINION OF PROBABLE CONSTRUCTION COSTS:** No fixed limit of project construction cost shall be established as a condition of the Agreement, unless agreed upon in writing and signed by the parties hereto. If a fixed limit is established, FNI shall be permitted to include contingencies for design, bidding, and price escalation in the construction contract documents to make reasonable adjustments in the scope of the project to adjust the project construction cost to the fixed limit. Such contingencies may include bid allowances, alternate bids, or other methods that allow FNI to determine what materials, equipment, component systems, and types of construction are to be included in the construction contract documents. Fixed limits, if any, shall be increased by the same amount as any increase in the contract price after execution of the construction contract.

FNI will furnish an opinion of probable construction or program cost based on present day pricing, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by FNI hereunder will be made on the basis of FNI's experience and qualifications and represent FNI's judgment as an experienced and qualified design professional. It is recognized, however, that FNI does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices. Accordingly, FNI cannot and does not warrant or represent that bids or cost proposals will not vary from the Client's project budget or from any estimate or opinion of probable construction or program cost prepared by or agreed to by FNI.

8. **PAYMENT:** Progress payments may be requested by FNI based on the amount of Services completed. Payment for Services shall be due and payable upon submission of a detailed statement for Services to Client and in acceptance of Services as satisfactory by Client. Statements for Services shall not be submitted more frequently than monthly. FNI shall submit a monthly progress report with each progress payment providing the Client with project progress and status.

If Client fails to make any payment due FNI for Services, expenses, and charges within 60 days after receipt of FNI's statement for Services therefore, the amounts due FNI will be increased at the rate of 1 percent per month from said 60th day, and, in addition, FNI may, after giving 7 days' written notice to Client, suspend Services under this Agreement until FNI has been paid in full for all amounts due for Services, expenses, and charges.

If FNI's Services are delayed or suspended by Client or are extended for more than 60 days through no fault of FNI, FNI shall be entitled to equitable adjustment of rates and amounts of compensation to reflect reasonable costs incurred by FNI in connection with such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

9. **OWNERSHIP OF DOCUMENTS:** All drawings, reports, data, and other project information developed in the execution of Services provided under this Agreement shall be the property of Client upon payment of FNI's fees for Services. FNI may retain copies for record purposes. Client agrees such documents are not intended or represented to be suitable for reuse by Client or others. Any reuse by Client or by those who obtained said documents from Client without written verification or

adaptation by FNI, will be at the Client's sole risk and without liability or legal exposure to FNI, or to FNI's independent associates or consultants. To the fullest extent permitted by law, Client shall indemnify and hold harmless FNI and FNI's independent associates and consultants from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle FNI to further reasonable compensation. FNI may reuse all drawings, report data, and other project information in the execution of Services provided under this Agreement in FNI's other activities. Any reuse by FNI will be at FNI's sole risk and without liability or legal exposure to Client, and FNI shall indemnify and hold harmless Client from all claims, damages, losses, and expenses including reasonable attorneys' fees arising out of or resulting therefrom.

10. **TERMINATION:** The obligation to provide Services under this Agreement may be terminated, without cause, by either party upon 30 days' written notice. Upon receipt of the 30 days' written notice, FNI is not authorized to incur any additional expense for services or reimbursable expenses without the written consent of Client. In the event of termination, FNI will be paid for all Services rendered and reimbursable expenses incurred to the date of termination so long as termination was not due to a breach of this Agreement by FNI.
11. **CONSTRUCTION REPRESENTATION:** If required by the Agreement, FNI will furnish construction representation according to the defined scope for these Services. FNI will observe the progress and the quality of work to determine in general if the work is proceeding in accordance with the construction contract documents. In performing these Services, FNI will report any observed deficiencies to Client and the Contractor, to be corrected by the Contractor, however, it is understood that FNI does not guarantee the contractor's performance, nor is FNI responsible for the supervision of the contractor's operation and employees. FNI shall not be responsible for the contractor's means, methods, techniques, sequences, or procedures of construction or the safety precautions and programs incident to the work of the contractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the project site or otherwise performing any of the work of the project. If Client designates a resident project representative that is not an employee or agent of FNI, the duties, responsibilities, and limitations of authority of such resident project representative will be provided to FNI before the construction phase of the project begins.
12. **GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT:** Client agrees to include provisions in the general conditions of the construction contract that name FNI: (1) as an additional insured and in any waiver of subrogation rights with respect to such liability insurance purchased and maintained by the contractor for the project (except workers' compensation and professional liability policies); and (2) as an indemnified party in any indemnification provisions where Client is named as an indemnified party.
13. **POLLUTANTS AND HAZARDOUS WASTES:** It is understood and agreed that FNI has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at the project site, if any, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposures to such substances or conditions. The parties agree that in performing Services required by this Agreement, FNI does not take possession or control of the subject site, but acts as an invitee in performing Services, and is not therefore responsible for the existence of any pollutant present on or migrating from the site. Further, FNI shall have no responsibility for any pollutant during clean-up, transportation, storage or disposal activities.
14. **SUBCONTRACTS:** If, for any reason and at any time during the progress of providing Services, Client determines that any subcontractor for FNI is incompetent or undesirable, Client shall notify FNI accordingly and FNI shall take immediate steps for cancellation of such subcontract. Subletting by

subcontractors shall be subject to the same regulations. Nothing contained in the Agreement shall create any contractual relation between any subcontractor and Client.

15. **PURCHASE ORDERS:** If a purchase order is used to authorize FNI's Services, only the terms, conditions, and instructions typed on the face of the purchase order shall apply to this Agreement. Should there be any conflict between the purchase order and the terms of this Agreement, then this Agreement shall prevail and be determinative of the conflict.
16. **SUCCESSORS AND ASSIGNMENTS:** Client and FNI and the partners, successors, executors, administrators, and legal representatives of each are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

Neither Client nor FNI shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent FNI from employing such independent associates and consultants as FNI may deem appropriate to assist in the performance of Services hereunder.

17. **INDEPENDENT CONTRACTOR:** FNI agrees to perform the Services hereunder solely as an independent contractor. The parties agree that nothing in this Agreement shall be construed as creating a joint venture, partnership, franchise, agency, employer/employee, or similar relationship. FNI is and will remain an independent contractor in its relationship to the Client and shall not be considered or deemed to be an employee of the Client for any purpose. Nothing in this Agreement shall create any obligation between either party and a third party.
18. **SEVERABILITY:** Any provision or part of this Agreement held to be void or unenforceable under any laws or regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon both parties.
19. **ENTIRE CONTRACT:** This Agreement constitutes the entire agreement of the parties hereto and supersedes all prior representations, understandings, undertakings or agreements (whether oral or written and whether expressed or implied) of the parties with respect to the subject matter hereof. This Agreement may not be altered, modified, or amended, unless such amendment or subsequent document is in writing signed by both parties.
20. **ARMS-LENGTH:** This Agreement is an "Arms-Length Transaction" which has been negotiated by unrelated parties acting in their own self-interest.
21. **WAIVER:** Non-enforcement of any provision by either party will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement.



City of
CHICKASHA

Meeting Type: Council Agenda 9-18-2023

Meeting Date: 9/18/2023

Department: Parks and Rec

Agenda Item No. 6.e.

AGENDA ITEM: Discussion, consideration and possible action approve Ordinance 2023-28 AMENDING THE CODE OF ORDINANCES CHAPTER 40, PARKS, RECREATION AND OTHER PUBLIC FACILITIES, ARTICLE I, IN GENERAL, SECTION 40-4, TRAFFIC RESTRICTIONS, TO PROVIDE THAT MOTOR VEHICLES MAY NOT BE DRIVEN IN PARK AREAS UNLESS SO DESIGNATED; AMENDING CHAPTER 40, PARKS, RECREATION AND OTHER PUBLIC FACILITIES, ARTICLE I, IN GENERAL, SECTION 40-32 TO PROVIDE THAT PARK AND RECREATIONAL AREAS SHALL BE OPEN FROM 6AM TO 10 PM AND PROVIDING FOR EXCEPTIONS FOR LAKE CHICKASHA; AMENDING CHAPTER 40, PARKS, RECREATION AND OTHER PUBLIC FACILITIES, ARTICLE I, IN GENERAL, SECTION 40-33 OVERNIGHT CAMPING, TO PROHIBIT OVERNIGHT CAMPING AND PROVIDING FOR EXCEPTIONS FOR LAKE CHICKASHA; AMENDING CHAPTER 40, PARKS, RECREATION AND OTHER PUBLIC FACILITIES, ARTICLE I, IN GENERAL, SECTION 40-34 PROVIDING FOR A PENALTY.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Approve Ordinance 2023-28 as presented.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: September 18, 2023	(From)		

V. ATTACHMENTS:

1. Ord. 2023-28 Park ordinance

ORDINANCE NO. 2023 - 28

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF CHICKASHA, GRADY COUNTY, STATE OF OKLAHOMA, AMENDING THE CODE OF ORDINANCES CHAPTER 40, PARKS, RECREATION AND OTHER PUBLIC FACILITIES, ARTICLE I, IN GENERAL, SECTION 40-4, TRAFFIC RESTRICTIONS, TO PROVIDE THAT MOTOR VEHICLES MAY NOT BE DRIVEN IN PARK AREAS UNLESS SO DESIGNATED; AMENDING CHAPTER 40, PARKS, RECREATION AND OTHER PUBLIC FACILITIES, ARTICLE I, IN GENERAL, SECTION 40-32 TO PROVIDE THAT PARK AND RECREATIONAL AREAS SHALL BE OPEN FROM 6AM TO 10 PM AND PROVIDING FOR EXCEPTIONS FOR LAKE CHICKASHA; AMENDING CHAPTER 40, PARKS, RECREATION AND OTHER PUBLIC FACILITIES, ARTICLE I, IN GENERAL, SECTION 40-33 OVERNIGHT CAMPING, TO PROHIBIT OVERNIGHT CAMPING AND PROVIDING FOR EXCEPTIONS FOR LAKE CHICKASHA; AMENDING CHAPTER 40, PARKS, RECREATION AND OTHER PUBLIC FACILITIES, ARTICLE I, IN GENERAL, SECTION 40-34 PROVIDING FOR A PENALTY; PROVIDING FOR REPEALER; 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. That Chapter 40, Parks, Recreation and Other Public Facilities, Article I, In General, Section 40-4, Traffic Restrictions, is hereby amended and shall hereinafter read as follows:

Sec. 40-4. – Traffic restrictions.

No omnibus, wagon, cart, dray, truck or other vehicle carrying goods, merchandise, manure, waste or other materials, except such as are to be used in repairing, constructing or servicing public parks or parts thereof, shall be allowed to enter or be taken into any public park of the city.

It shall be unlawful for any motor vehicles to be used in or upon said park areas or facilities, except in those areas designated (by markings or signs) as roadways, driveways or parking areas, within said park areas or facilities.

SECTION II. That Chapter 40, Parks, Recreation and Other Public Facilities, Article I, In General, Section 40-32, Hours, is hereby created and shall hereinafter read as follows:

40-32.- Hours:

The park and recreational areas and facilities owned and operated by the City shall be open to the public from 6:00 a.m. to 10:00 p.m. seven days per week. It is unlawful to be in any public park

at hours other than those established herein, except that the city manager may temporarily adjust the hours of operations of a park to better utilize the park for an event or events or for public safety concerns. The regulations set forth in Article II of this Chapter shall govern Lake Chickasha.

SECTION III. That Chapter 40, Parks, Recreation and Other Public Facilities, Article I, In General, Section 40-33, Overnight Camping, is hereby created and shall hereinafter read as follows:

40-33.- Overnight Camping.

The City's public park areas, with the exception of the regulations allowed for Lake Chickasha in Article II of this Chapter, may not be used for overnight camping purposes by any person, firm or corporation, whether a resident or a nonresident of the City.

SECTION IV. That Chapter 40, Parks, Recreation and Other Public Facilities, Article I, In General, Section 40-34, Penalty is hereby amended and shall hereinafter read as follows:

40-34.- Penalty.

Any person who shall violate any provisions of this chapter shall, upon conviction therefor, be punished by fine in an amount not to exceed the maximum amount allowed by law for non-jury trials and court costs. Any violation of any provisions of this chapter can also result in the revocation of a permit or privilege for the use of municipal facilities in the city, or by both such fine and revocation.

SECTION V. The remainder of Chapter 40, Parks, Recreation and Other Public Facilities, shall remain unchanged by this Ordinance.

SECTION VI. Repealer. All ordinances or parts thereof which are inconsistent with this ordinance are repealed upon effective date of this ordinance.

SECTION VII. Severability. 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 VIII. 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 18th day of September, 2023.

Chris Mosley, Mayor

ATTESTED:

Susan M. McDaniel, CMC - City Clerk

(SEAL)



City of
CHICKASHA

Meeting Type: Council Agenda 9-18-2023

Meeting Date: 9/18/2023

Department: Parks and Rec

Agenda Item No. 6.f.

AGENDA ITEM: Discussion, consideration and possible action approve the Emergency Clause of Ordinance 2023-28 AMENDING THE CODE OF ORDINANCES CHAPTER 40, PARKS, RECREATION AND OTHER PUBLIC FACILITIES, ARTICLE I, IN GENERAL, SECTION 40-4, TRAFFIC RESTRICTIONS, TO PROVIDE THAT MOTOR VEHICLES MAY NOT BE DRIVEN IN PARK AREAS UNLESS SO DESIGNATED; AMENDING CHAPTER 40, PARKS, RECREATION AND OTHER PUBLIC FACILITIES, ARTICLE I, IN GENERAL, SECTION 40-32 TO PROVIDE THAT PARK AND RECREATIONAL AREAS SHALL BE OPEN FROM 6AM TO 10 PM AND PROVIDING FOR EXCEPTIONS FOR LAKE CHICKASHA; AMENDING CHAPTER 40, PARKS, RECREATION AND OTHER PUBLIC FACILITIES, ARTICLE I, IN GENERAL, SECTION 40-33 OVERNIGHT CAMPING, TO PROHIBIT OVERNIGHT CAMPING AND PROVIDING FOR EXCEPTIONS FOR LAKE CHICKASHA; AMENDING CHAPTER 40, PARKS, RECREATION AND OTHER PUBLIC FACILITIES, ARTICLE I, IN GENERAL, SECTION 40-34 PROVIDING FOR A PENALTY.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Approve the Emergency Clause of Ordinance 2023-28.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: September 18, 2023	(From)		

V. ATTACHMENTS:



City of
CHICKASHA

Meeting Type: Council Agenda 9-18-2023

Meeting Date: 9/18/2023

Department: Administration

Agenda Item No. 6.g.

AGENDA ITEM: Discussion, consideration and possible action approve Ordinance 2023-29 AMENDING THE CODE OF ORDINANCES CHAPTER 36 OFFENSES, ARTICLE V, OFFENSES AGAINST PROPERTY, SECTION 36-125 TO PROHIBIT TRESPASS AND ILLEGAL ENTRANCE ON PUBLIC OR PRIVATE PROPERTY; TO PROVIDE FOR EXCEPTIONS.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Approve Ordinance 2023-29 as presented.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: September 18, 2023	(From)		

V. ATTACHMENTS:

1. Ord. 2023-29 Trespass Version 2

ORDINANCE NO. 2023 - 29

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF CHICKASHA, GRADY COUNTY, STATE OF OKLAHOMA, AMENDING THE CODE OF ORDINANCES CHAPTER 36 OFFENSES, ARTICLE V, OFFENSES AGAINST PROPERTY, SECTION 36-125 TO PROHIBIT TRESPASS AND ILLEGAL ENTRANCE ON PUBLIC OR PRIVATE PROPERTY; TO PROVIDE FOR EXCEPTIONS; 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. That Chapter 36, Offenses, Article V, Offenses Against Property, Section 36-125, Trespass and Unlawful Presence on Posted Property is hereby amended and shall hereinafter read as follows:

Sec. 36-125. – Trespass; Illegal Entrance; Exceptions.

(a) Except as otherwise provided, no person shall enter upon or remain upon any public or private property, or in any area or structure of such property, when:

(1) Such entrance or remaining is plainly forbidden by signs, markings, or otherwise, or by verbal command of the owner, his agent, or employee; or

(2) The property is enclosed.

(b) Persons excepted from subsection (a) of this section are those entering

(1) By authority of Federal or State Law or City Ordinances, or

(2) With the express or tacit consent of the owner, his agent, or employee in charge thereof.

SECTION II. The remainder of Chapter 36, Offenses, Article V, Offenses Against Property, shall remain unchanged by this Ordinance.

SECTION III. Severability. 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 IV. 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 18th day of September, 2023.

Chris Mosley, Mayor

ATTESTED:

Susan M. McDaniel, CMC - City Clerk

(SEAL)



City of
CHICKASHA

Meeting Type: Council Agenda 9-18-2023

Meeting Date: 9/18/2023

Department: Administration

Agenda Item No. 6.h.

AGENDA ITEM: Discussion, consideration and possible action approve the Emergency Clause of Ordinance 2023-29 AMENDING THE CODE OF ORDINANCES CHAPTER 36 OFFENSES, ARTICLE V, OFFENSES AGAINST PROPERTY, SECTION 36-125 TO PROHIBIT TRESPASS AND ILLEGAL ENTRANCE ON PUBLIC OR PRIVATE PROPERTY; TO PROVIDE FOR EXCEPTIONS.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Approve the Emergency Clause of Ordinance 2023-29.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: Septembert 18, 2023	(From)		

V. ATTACHMENTS:



City of
CHICKASHA

Meeting Type: Council Agenda 9-18-2023

Meeting Date: 9/18/2023

Department: Administration

Agenda Item No. 6.i.

AGENDA ITEM: Discussion, consideration and possible action approve Ordinance 2023-30 AMENDING THE CODE OF ORDINANCES CHAPTER 8 ANIMALS, ARTICLE III CARE AND CONTROL, DIVISION 1, GENERALLY, SECTION 8-151 TO PROVIDE REGULATIONS RELATING TO FOWL INCLUDING AN ANNUAL PERMIT AND INSPECTION FROM ANIMAL CONTROL; RESTRICT THE USE OF THE PERMIT FEE TO ANIMAL CONTROL; LIMITING THE NUMBER OF FOWL TO FIVE; AND PROHIBITING ROOSTERS.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Approve Ordinance 2023-30 as presented.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: September 18, 2023	(From)		

V. ATTACHMENTS:

1. Ord. 2023-30 Fowl

ORDINANCE NO. 2023 - 30

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF CHICKASHA, GRADY COUNTY, STATE OF OKLAHOMA, AMENDING THE CODE OF ORDINANCES CHAPTER 8 ANIMALS, ARTICLE III CARE AND CONTROL, DIVISION 1, GENERALLY, SECTION 8-151 TO PROVIDE REGULATIONS RELATING TO FOWL INCLUDING AN ANNUAL PERMIT AND INSPECTION FROM ANIMAL CONTROL; RESTRICT THE USE OF THE PERMIT FEE TO ANIMAL CONTROL; LIMITING THE NUMBER OF FOWL TO FIVE; AND PROHIBITING ROOSTERS; PROVIDING FOR REPEALER; 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. That Chapter 8, Animals, Article III, Care and Control, Division 1, Generally, Section 8-151, Fowl is hereby amended and shall hereinafter read as follows:

Sec. 8-151. - Fowl.

An annual permit from the Animal Control Division is required for the keeping of fowl within the city limits. The permit fee shall be set by the City Council and shall be due January 1, annually. No permit fee shall be prorated. The revenue generated by this fee shall be used solely and exclusively for the Animal Control Division and animal related issues. In addition, fowl are limited to five (5) in total number and must be kept under restraint in a suitable enclosure, with a ground area not less than 200 square feet for each five fowl. No part of the enclosure may be within 50 feet of any residence, including that of the owner. All coops, houses and roosts must be kept in a clean and sanitary condition and be disinfected in such manner and to the extent necessary to prevent odors or unsanitary conditions. An annual inspection by the Animal Control Division or their designee is a mandatory prerequisite to obtaining the annual permit. Roosters are prohibited within the city limits.

SECTION II. That the remainder of Chapter 8, Animals, Article III, Care and Control, Division 1, Generally, shall remain unchanged by this Ordinance.

SECTION III. Repealer All ordinances or parts thereof which are inconsistent with this ordinance are repealed upon effective date of this ordinance.

SECTION IV. Severability. 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 V. 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 18th day of September, 2023.

Chris Mosley, Mayor

ATTESTED:

Susan M. McDaniel, CMC - City Clerk

(SEAL)



City of
CHICKASHA

Meeting Type: Council Agenda 9-18-2023

Meeting Date: 9/18/2023

Department: Administration

Agenda Item No. 6.j.

AGENDA ITEM: Discussion, consideration and possible action approve the Emergency Clause of Ordinance 2023-30 AMENDING THE CODE OF ORDINANCES CHAPTER 8 ANIMALS, ARTICLE III CARE AND CONTROL, DIVISION 1, GENERALLY, SECTION 8-151 TO PROVIDE REGULATIONS RELATING TO FOWL INCLUDING AN ANNUAL PERMIT AND INSPECTION FROM ANIMAL CONTROL; RESTRICTING THE USE OF THE PERMIT FEE TO ANIMAL CONTROL; LIMITING THE NUMBER OF FOWL TO FIVE; AND PROHIBITING ROOSTERS.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Approve the Emergency Clause of Ordinance 2023-30.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: September 18, 2023]	(From)		

V. ATTACHMENTS:



City of
CHICKASHA

Meeting Type: Council Agenda 9-18-2023

Meeting Date: 9/18/2023

Department: Public Works

Agenda Item No. 6.k.

AGENDA ITEM: Discussion, consideration, and possible action to authorize the purchase from State Contract of a Computer Fuel System from Petroleum Marketers Equipment Company in an amount not to exceed \$31,376.15.

I. BACKGROUND/DESCRIPTION:

The current system at Public Works that monitors fuel usage was installed around 2004 when the complex was built. It also uses the original computer to record the information. The system has quit working and we cannot track fuel usage. The system is old, outdated, and has been very costly to repair. A newer system can be used for maintenance of vehicles and equipment.

II. RECOMMENDED ACTION:

Authorize the purchase from State Contract of a Computer Fuel System from Petroleum Marketers Equipment Company in an amount not to exceed \$31,376.15.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Jim Crosby, Public Works Director	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: September 18, 2023	(From)		

V. ATTACHMENTS:

- 20230915104900417

CITY OF CHICKASHA PURCHASE REQUEST

DATE: 9/14/23

DEPT: Fleet Maintenance

DELIVER TO: Tim Brooks

☐ open ☐ rec

PO # _____

VENDOR # _____

VENDORS	Vendor # 1 ☒	Vendor # 2 ☐	Vendor # 3 ☐
NAME	Petroleum Marketers Equipment Company		
ADDRESS	2010 Exchange Ave		
CITY	OKC, OK 73108		

BUDGET BALANCE	ITEM-DESCRIPTION	QTY	TOTAL PRICE VENDOR # 1	TOTAL PRICE VENDOR # 2	TOTAL PRICE VENDOR # 3
	computer fuel system		\$ 31,376.15		
TOTAL			\$ 31,376.15	\$ 0.00	\$ 0.00
CASH DISCOUNT			()	()	()
TOTAL GROSS PRICE			\$ 31,376.15	\$ 0.00	\$ 0.00
TOTAL FREIGHT					
TOTAL			\$ 31,376.15	\$ 0.00	\$ 0.00

DISBURSEMENT

FUND: 11

DEPT: 509

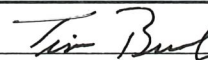
ITEM: 5202-004

COMMENTS: Sourcewell # 203167

The current system at Public Works that monitors fuel usage was installed around 2004 when the complex was built. It also uses the original computer to record the information. The system has quit working and we cannot track fuel usage. The system is old, outdated, and has been very costly to repair. I would recommend replacement with a new system from a local company instead of the current one base in San Antonio, TX. A newer system can also be used for maintenance of vehicles and equipment.

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) Tim Brooks



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



petroleum
marketers
equipment
company

2010 Exchange Ave, Oklahoma City, OK 73108
Phone: 405-235-4471
www.dh-united.com

QUOTE : 10540

Printed On: 09/13/2023

Time: 1:55PM

Page: 1 of 2

User: jake

Status: Re-printed

Slspn.: JESA-1

BILL TO	2430	LOCATION	12805
CHICKASHA CITY OF 117 N 4TH ST CHICKASHA, OK 73018-2601		CHICKASHA PUBLIC WORKS 502 GENEVIEVE CHICKASHA, OK 73018-6212	

EST. DATE	FAX	TELEPHONE	PAYMENT TERMS	SHIP VIA
08/29/2023		(405) 222-6085	NET 10 DAYS	UPS GROUND

QUANTITY	ITEM NUMBER	UM	DESCRIPTION	PRICE	EXTENDED
ORDER	SHIP				
			Sourcewell #: 203167		
1	0	*CONTRACT MATERIALS	EA PN: FMU5710-F5 - FMLIVE, CELLULAR, PROKEE, 50A, 5 HOSE.	11,205.00	11,205.00
1	0	172405	EA PROKEE, FUELMASTER, BLACK - FMS ----> (1) PER EMPLOYEE/VEHICLE.	7.20	7.20
1	0	941D0120	EA ENCODER, PROKEY, USB - FMS	603.00	603.00
1	0	*CONTRACT MATERIALS	EA PN: FMLIVEBA/1+BI - FMLIVE SERVICES (ANNUAL SUBSCRIPTION). ----> INCLUDES: FMLIVE-CELL-FMU - CELLAR ENABLED EQUIPMENT FOR (1) FMU.	1,998.00	1,998.00
1	0	*CONTRACT MATERIALS	EA PN: FMLIVESERVICES - FMLIVE SERVICES (ONE-TIME) DATABASE BUIL, ----> INCLUDES: CLOUDBA/1 - FMLIVE SETUP & ACTIVATION. PMLIVEBA/1+BI+CELL - FMLIVE PROJECT MANAGEMENT. FMLIVE-DB-CONSTRUCT - FMLIVE DATABASE CONSTRUCTION AND/OR CONVERSION.	3,416.75	3,416.75
3	0	*CONTRACT MATERIALS	EA PN: VARIOUS - ADDITIONAL NOZZLE TAGS. ----> NOZZLE TAGS FOR AIM KITS.	81.00	243.00
1	0	144A0100	EA AIM KIT, TITANIUM - FMS ----> (1) PER VEHICLE.	358.20	358.20
1	0	FMUTRAINING	EA FUELMASTER ON SITE TRAINING (3 DAYS) - FMS ----> AIM KITS INSTALLATION TRAINING.	3,995.00	3,995.00
1	0	*Construction	EA Service Work	2,400.00	2,400.00
1	0	*Construction	EA Electrical Work	6,650.00	6,650.00
			FREIGHT IN		500.00



QUOTE : **10540**

Slspn.: JESA-1

Page 106 of 127



D&H United Fueling Solutions LLC.
DBA: Petroleum Marketers Equip. Co.
2010 Exchange Avenue
Oklahoma City, OK 73108-2698
(405) 235-4471
www.DH-United.com
JkSarver@DH-United.com

Chickasha Public Works

Quote #10540

September 13th, 2023

502 South Genevieve, Chickasha, OK 73018

*******NOTE: This quote is valid for 20 days.*******

Service Scope of Work:

- Remove (5) Megatrak pedestals and return to PMECo for disposal.
- Install (1) FuelMaster FMLive FMU.
- Program (1) FuelMaster FMLive FMU for (2) dispenser and (1) FillRite pump that is not currently being used.
- Train customer on FuelMaster Software on customer supplied PC.
- Train customer on database setup, prokee programming, AIM setup.
- Ensure functionality.

Electrical Scope of Work:

- Disconnect wiring on (5) Megatrak pedestals.
- Install (1) FuelMaster FMU's.
- Pull wire to FMU from dispenser(s) for control/communication and to (1) FillRite for future control.

Notes:

- Syntech to provide (3) days of on-site AIM installation training.
- Includes Annual subscription for FMLive services and Cellular enabled equipment. No wireless communication needed.

Excludes:

- Any repairs to tanks or lines not mentioned in the scope above.
- Any repairs to existing equipment not mentioned above.
- Any repairs/replacements of piping system.
- Any electrical wire/conduit/equipment/labor not listed in the scope above.
- Any environmental not listed in the scope above.
- Any hazardous waste or contaminated material removal not listed in the scope above.
- Any Service labor/equipment not listed in the scope above.
- Any dispenser/pump labor/equipment/parts not listed in the scope above.
- Any providing of dispensers not listed in the scope above.
- Any fuel for testing purposes or removal of fuel from tanks not listed in the scope above.
- Any providing of parts or repairs not listed in the scope above.

Int._____

Terms and Conditions



ACCEPTANCE. This proposal, when accepted by the buyer within the period set out in this agreement, will constitute a bona fide contract between us, subject to all terms and conditions to follow and to the approval of the Seller's management. It is expressly agreed that there are no promises, agreements or understands, oral or written, not specified in this contract. No waiver, alteration or modification of the terms and conditions of this contract shall be binding unless in writing and signed by the Seller's management. Unless otherwise stated in this contract, prices are F.O.B. place of manufacture. Unless otherwise stated, the freight rate in existence at the date of this contract shall apply but any change in freight rate in effect on shipment date shall result in a corresponding change in price.

TERMS: Terms are 30% of the total quoted price due upon acceptance/signing of the quote, another 30% of the quoted price will be due upon the commencement of the agreed upon project, the remaining 40% and any additional incurred charges will be due upon completion of the project, unless otherwise specified. Terms on equipment, unless otherwise specified, are Net 10 Days from date of delivery.

Delivery to our plant for purposes of convenience or coordination shall be considered "Delivery" for billing purposes. The Seller may required progress payments, covering the cost of materials and the cost of labor. The cost of labor will be predicated upon the percentage of completion of this contract. The Buyer will be sent an invoice for the value of materials stored and/or for the value of work completed. In the event the Buyer fails to pay any progress payment within the specified period the Seller may upon written notice to the Buyer, suspend work, terminate the contract, or exercise any other rights it may have without incurring any liability whatsoever to the Buyer. Such rights include, but are not limited to, recovery from the Buyer payment for work executed and for any proven loss sustained upon any materials, equipment, tools and the construction equipment and machinery.

PAYMENT METHOD SURCHARGE: The payment methods accepted are cash, check and major credit cards. All major credit cards are accepted for payments up to \$5000.00.

TAXES: Prices quoted on equipment and repair parts are subject to all Federal, State and Local taxes which may be in effect at which may be imposed prior to the actual shipment or materials and equipment.

INSTALLATION: It is understood that the Buyer shall provide the Seller with full access to the job site and the installation location during the installation period, and the Seller shall not be held responsible for any delays caused by the Buyer's failure to provide access. The Seller shall furnish the necessary materials and perform all the work for the installation of the equipment. The installation shall be performed by the Seller in the Seller's customary manner in accordance with its normal procedures. Buyer shall be responsible for Location of Equipment.

LIEN RIGHTS: To protect all parties, Seller reserved the option to file a mechanics lien where payment is not received within 60 days of delivery.

INTEREST AND ATTORNEY'S FEES: The Seller reserves the right to charge the Buyer 2% per month on past due balance. This represents an annual rate of 24%. The Buyer agrees to pay the Seller reasonable attorney's fees and court cost if its account is placed in the hands of an attorney for collection.

TITLE AND RISK OF LOSS: Full risk of loss (including transportation delays and losses) shall pass to the Buyer upon delivery of products/equipment to the F.O.B. point. However, the Seller retains title, for security purposes only, to all products/equipment until paid for in full in cash; and the Seller may, at Seller's option, repossess the same, upon the Buyer's default in payment hereunder, and charge the Buyer with any deficiency. For tax purposes, the Buyer agrees to report and pay taxes on such products as though title hereto had vested in the Buyer. The buyer shall effect and maintain term fire, theft and other casualty insurance including vandalism during the installation in amounts necessary to cover any losses resulting to the Seller for any losses of damage at the job site to the equipment to be installed pursuant to this agreement. It is specifically understood that the Buyer shall be responsible for any such loss or damage.

STATE LAW APPLIES: All to the provisions hereof and of any resulting order are to be governed and construed according to the laws of the State of Oklahoma. Any provision prohibited by the laws of this State shall be effective to the extent of such provision without invalidating or modifying the remaining provisions of this contract.

ERRORS: Stenographic, clerical and mathematical errors made by the Seller in quotation, acknowledgment s or invoices are subject to correction.

ASSIGNABILITY: This contract shall not be assigned by the Buyer without prior written consent of the other party.

RETURNED GOODS: No goods may be returned without the Seller's written permission. If such authorization is given, unless otherwise noted in the authorization, transportation charges must be prepaid by the Buyer. All goods authorized for return are subject to the Seller's inspection and acceptance. Merchandise must be returned within 30 days of Buyer's receipt of written authorization and must be accompanied by the invoice number and/or a copy of the sales receipt. All material returned that is a non-stocking item will be subject to a 25% handling charge, plus all freight charges incurred in returning items to the manufacturer. All stocking items will be subject to a 15% restocking charge. It is understood that no goods can be returned for credit without adhering to the above conditions.

RELATED WORK: Labor, material and outside services for electrical, concrete or black top, water and sewer work are not included in contract unless specified. If concrete slab is placed and finished under this contract, the Seller is not responsible for the slab if not adequately protected from traffic by the Buyer.

EXCAVATING: Excavating quotation are based on normal soil conditions. In the event any underground structures, cables, conduit, debris, rock, water, caving, concrete foundations, poles, manholes, or similar non-visible obstructions are encountered, destroyed or damaged during the performance of the contract, the Seller shall not be held responsible. Should any non-visible obstructions or unforeseen underground conditions be encountered, removed or destroyed, and if additional work is necessary to either preserve or destroy these unforeseen obstacles and to complete the excavation, such extra work shall be at the Buyer's expense. Finished grades are to be established and verified by the Buyer prior to beginning work. Any extra expense will be charged at time and material plus 10%. This quotation is based on excavation and disposal of non-contaminated material. In the event that contaminated material is encountered, additional charges for testing, transportation and disposal fees will be invoiced as an extra.

FLOATING CLAUSE: Buyer will be responsible for filling all underground storage tanks with liquid ballast immediately upon setting tanks in excavations. The Seller shall not be responsible for contamination or loss of the product used for ballast. In the event any tanks filled or unfilled should float, the Seller shall be held blameless. All expense for equipment, labor and materials to reinstall tanks shall be borne by the Buyer.

DELAYS: It is mutually agreed by the parties hereto that the Seller shall not be held responsible for any losses resulting if the fulfillment of any terms or provisions of this agreement shall be delayed or prevented by revolution or other disorders, wars, acts of enemies, strikes, fires, floods, acts of God, acts of governmental authorities, or without limiting the foregoing, by any other cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence, said party was unable to prevent, whether or not the class of clauses herein above enumerated. The Buyer shall make storage area available to the Seller. Any necessary relocation or equipment of installation materials from this designated area will be at the Buyer's expense. Due to the increasing cost of labor and materials, any delay of progress, not under the Sellers direct control and not due to causes not within the control of the parties, will result in an additional charge to the Buyer.

Signature

Date

Print Name



**petroleum
marketers
equipment
company**

D&H United Fueling Solutions Inc
DBA: Petroleum Marketers Equipment Co.
2010 Exchange Avenue
Oklahoma City, OK 73108-2698
(405) 235-4471 Fax (405) 235-4150
www.DH-United.com
JkSarver@DH-United.com

QUOTATION & CONTRACT FOR QUOTE #

10540

CHICKASHA PUBLIC WORKS
502 GENEVIEVE
CHICKASHA, OK 73018-6212

9/13/2023

We are pleased to submit this quotation on our interpretation of your requirements, subject to terms and conditions on the attached page of this proposal.

FURNISH LABOR AND MATERIAL TO INSTALL FUELMASTER FMU
PER ATTACHED SCOPE OF WORK

Quote Total: 31,376.15
ESTIMATED TAXES AND FREIGHT INCLUDED

Please sign this document as well as the attached terms and conditions, quote and initial the scope
of work for – CHICKASHA PUBLIC WORKS

Upon completion, please fax or email all correspondence using the information provided above.

DISCLAIMER

Seller has not made any representation of warranty, express or implied, as to the title merchantability, fitness for a particular purpose, compliance with specifications, conditions, design or operation of the equipment or any other representation of warranty with respect to the equipment: All such risks, as between seller and buyer are to be borne by buyer. The possibility of "partial billing" exists. This means that there may be invoices generated prior to total completion of the work/job. All payment terms of invoices are net 10 unless otherwise specified in writing by Petroleum Marketers Equipment Company.

Sales Representative
Jake Sarver

Jake Sarver

This contract shall not become effective until signed below.
Petroleum Marketers Equipment Company

President

Date

This quote good for 20 days.

The undersigned agrees to all Terms and conditions
set forth above and in witness thereof hereby executes
this contract.

Customer Acceptance:

Company Name

Authorized Agent (Please Print Name)

Signature

Title



Your Fixed Site FUEL MANAGEMENT SOLUTION

FUELMASTER

Durable

Built to military specs with aircraft-quality aluminum and tested in conditions ranging from -40F to +140F

Customizable

No matter how large or small your fueling operations may be, we have tailored solutions to fit your needs

Compatible

Interfaces with mechanical and electrical dispensers in the retail or commercial markets

Tank Interface

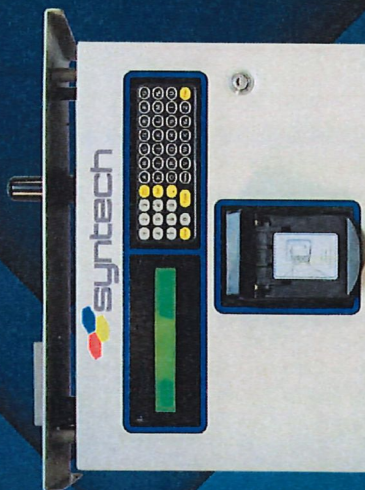
Integrates with a variety of automatic tank gauge manufacturers

Fleet Integration

Transactional data can be exported to most fleet maintenance or accounting programs

Authorization Options

- AIM Telematics
- Proximity Cards
- ProKee & Smartcards
- Credit & Fleet Cards



AIM TITANIUM TELEMATICS



ODOMETER



ENGINE
DIAGNOSTICS



BATTERY
VOLTAGE



PREVENTIVE
MAINTENANCE



SECURE
FUELING



ENGINE
OIL



VEHICLE
TROUBLE
CODES

Taking the driver out of the
DATA COLLECTION PROCESS



City of
CHICKASHA

Meeting Type: Council Agenda 9-18-2023

Meeting Date: 9/18/2023

Department: Public Works

Agenda Item No. 6.I.

AGENDA ITEM: Discussion, consideration, and possible action to authorize the purchase of an E42 R2-Series Bobcat Compact Excavator from Bobcat of Oklahoma City using a State Contract for an amount not to exceed \$65,471.58.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Authorize the purchase of an E42 R2-Series Bobcat Compact Excavator from Bobcat of Oklahoma City using a State Contract for an amount not to exceed \$65,471.58.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Jim Crosby, Public Works Director	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: September 18, 2023	(From)		

V. ATTACHMENTS:

- 20230915115539684

CITY OF CHICKASHA PURCHASE REQUEST

DATE: 9/12/2023

DEPT: LINE MAINTENANCE

DELIVER TO: PUBLIC WORKS

☐ open ☒ rec

PO # _____

VENDOR # _____

VENDORS	Vendor # 1 ☐	Vendor # 2 ☐	Vendor # 3 ☐
NAME	BOB CAT OF OKC		
ADDRESS	8800 N INTERSTATE 35 SERVICE RD		
CITY	OKC		

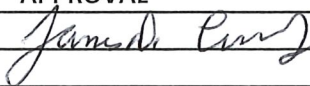
BUDGET BALANCE	ITEM-DESCRIPTION	QTY	TOTAL PRICE VENDOR # 1	TOTAL PRICE VENDOR # 2	TOTAL PRICE VENDOR # 3
	F-42 R2 SERIES BOBCAT EXCAVATOR	1	\$ 63,336.58		
			65,471.58		
TOTAL			\$ 63,336.58	\$ 0.00	\$ 0.00
CASH DISCOUNT			()	()	()
TOTAL GROSS PRICE			\$ 63,336.58	\$ 0.00	\$ 0.00
TOTAL FREIGHT			65,471.58		
TOTAL			\$ 63,336.58	\$ 0.00	\$ 0.00

DISBURSEMENT
FUND: 44
DEPT: 501
ITEM: 6300-040

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	



Product Quotation
 Quotation Number: NC47366
 Quote Sent Date: Aug 17, 2023
 Expiration Date: Sep 16, 2023

Your Bobcat Contact
Nolan Clark
 Phone:
 E-mail: nolan.clark@doosan.com

Your Customer Contact

Deliver to
CITY OF CHICKASHA 271280

Bobcat Dealer
Bobcat of Oklahoma City, Oklahoma City, OK
 8800 N INTERSTATE 35 SERVICE RD
 OKLAHOMA CITY, OK, 73131
 DUSTY BRYANT

Bill To
CITY OF CHICKASHA 271280
 117 N 4th St
 Chickasha, OK, 73018-2601

Item Name	Item Number	Quantity	Price Each	Total
E42 R2-Series Bobcat Compact Excavator	M3315	1	46,481.40	46,481.40
Standard Equipment:				
<i>Auto-Idle Auto-Shift, 2-Speed Travel LED Work Lights Auxiliary Hydraulics with Selectable Flow W/ Arm Mounted Flush Face Quick Couplers Canopy Includes: Cup Holder, Retractable Seat Belt, Vinyl Suspension Seat Roll Over Protective Structure (ROPS) - Meets Requirements of ISO 12117-2: 2008 Tip Over Protective Structure (TOPS) - Meets Requirements of ISO 12117: 2000 Falling Object Protective Structure (FOPS) - Meets Requirements of ISO 10262 Control Console Locks Control Pattern Selector Valve (ISO/STD)</i>				
<i>Dozer Blade with Float Engine/Hydraulic Monitor with Shutdown Fingertip Auxiliary Hydraulic Control Fingertip Boom Swing Control Horn Hydraulic Joystick Controls Keyless Start Lift Eye Rubber Tracks Spark Arrestor Standard Arm Deluxe Display Turbocharged, Tier 4, Non DPF Vandalism Protection X-Change Attachment Mounting System 3yr Machine IQ Basics Subscription with 90-Day Machine IQ Health & Security Free Trial Warranty: 2 years, or 2000 hours whichever occurs first</i>				
Cab Plus Package	M3315-P11-C07	1	5,901.70	5,901.70
<i>Included: Cab Plus Package:, Standard Arm , Enclosed Cab with HVAC, Deluxe Instrument Panel with Keyless Start, Cloth Suspension Seat, Travel Motion Alarm, Radio</i>				
Hydraulic X-Change - Standard Arm	M3315-R06-C03	1	1,703.10	1,703.10
Hydraulic Clamp - Standard Arm - Class IV w/ Diverter Valve	M3315-R08-C28	1	3,223.50	3,223.50
Hydraulic Angle Blade	M3315-R12-C02	1	2,251.20	2,251.20
12" MX4 XCHG TEETH	7321974	1	1,078.44	1,078.44
18" MX4 XCHG TEETH	7322082	1	1,252.48	1,252.48
24" MX4 XCHG TEETH	7311868	1	1,444.76	1,444.76
Total for E42 R2-Series Bobcat Compact Excavator				63,336.58

Quote Total - USD	63,336.58
Dealer P.D.I.	200.00
Freight Charges	1,625.00
Destination Charges	310.00
Quote Total - USD	65,471.58

Comment:

*Plus applicable taxes. IF Tax Exempt, please include Tax Exempt Certificate with the order.

*Prices per the NASPO Construction Equipment Master Agreement OK-SW-192.

<https://www.naspovaluepoint.org/portfolio/construction-equipment-2018-2023/clark-equipment-company/>

State and Contract Number Summary:

AK - N2019CE0002

CA - 52000C

IA - OK-SW-192

KS - OK-SW-192

MO - CC190249002

NE - 15336

NM - 90-000-19-00068AA

OK - SW192

RI - OK-SW-192

SD - 17286

UT - PA3043

WI - 505ENT-O22-CONSTREQUIP-03.

*All orders should include 1) Accounts Payable Contact and email address, 2) W9 with correct legal entity name, and 3) Bill to Address.

*Orders may be placed with the contract holder or authorized dealer as allowed by the terms and conditions of the contract. *A Copy of all orders must be provided to Heather.Messmer@Doosan.com.

*Contact Holder Information: Clark Equipment Company dba Bobcat Company, Govt Sales, 250 E Beaton Drive, West Fargo, ND 58078. TID# 38-0425350.

*Payment Terms: Net 60 Days. Credit cards accepted.

*Remittance address: Clark Equipment Company d/b/a Bobcat Company, P. O. Box 74007382, Chicago, IL 60674-7382

*Questions can be submitted via email to Jesse.Rheault@doosan.com or by phone at: 1-800-965-4232.

Customer Acceptance:

Quotation Number: NC47366

Purchase Order: _____

Authorized Signature:

Print: _____ Sign: _____

Date: _____ Email: _____

Addresses:

Delivery Address: _____

Billing Address (if different from ship to): _____

Tax Exempt: Y ☐ / N ☐

Exempt in the State of: _____

Tax Exempt ID:

Federal: _____

State: _____

Expiration Date: _____



City of
CHICKASHA

Meeting Type: Council Agenda 9-18-2023

Meeting Date: 9/18/2023

Department: City Clerk

Agenda Item No. 6.m.

AGENDA ITEM: Discussion, consideration, and possible action on a request from the Grady County Coordinated Community Response Team to conduct a fund-raising event (Together We Heel) on September 30, 2023.

I. BACKGROUND/DESCRIPTION:

Matt Whetzel with the Grady County Coordinated Community Response Team, a local non-profit organization that consists of district attorneys, local law enforcement, treatment providers and representatives from the Department of Human Services, has requested permission to conduct a fund-raising event. This event is planned for September 30, 2023 at approximately 8:45 - 11:00 a.m. Their fund raiser is called "Together We Heel". This group is planning to have participants begin their walk (men and women will be walking in high-heeled shoes) from the Leg Lamp to 6th and Chickasha Ave. to where the Rock Island Arts Festival stage is located.

Since this is a fund-raising event for a non-profit function, fees have been requested to be waived.

An Indemnification Agreement will be executed prior to the event and a Certification of Liability Insurance will be provided as well.

II. RECOMMENDED ACTION:

Approve the request from the

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:	Fund	Account	Amount
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	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: September 18, 2023	(From)		

- V. ATTACHMENTS:**
1. 20230915121338853



To Whom It May Concern:

The Grady County Coordinated Community Response Team is a local non-profit organization that consists of district attorneys, local law enforcement, treatment providers and representatives from the Department of Human Services. Our mission is to bring awareness to domestic violence and sexual assault and to assist victims.

On September 30, 2023 we plan to hold our 7th annual Together We Heel 1/2 mile fundraiser. Proceeds from the fundraiser will be donated to the Grady County certified domestic violence agency, Intervention & Crisis Advocacy Network, ICAN. We will be soliciting sponsorships from local businesses and will open up the registration to the community. The event consists of men and women walking, many in high heels, to bring awareness to domestic violence. Our goal is to have participants meet at the Grady County Court House to park their vehicle, then to bus them to the Leg Lamp. We would then have them walk from the Leg Lamp, down Chickasha Avenue to the Rock Island Arts Festival stage which will be set up at 6th & Chickasha. We have spoken with the RIAF committee who has given us a two hour time slot, to use the stage from 9:00am to 11:00pm. We would use that time to bring awareness to our cause, thank our sponsors and hand out awards.

Thank you for your consideration in this matter. Please feel free to contact me at the number listed below with any questions or concerns.

Sincerely,

A handwritten signature in black ink that reads 'Matt Whetzel'.

Matt Whetzel

Office (405) 224-8256

Cell (405) 406-6389

Email: matt@icancrisisnetwork.com



City of
CHICKASHA

Meeting Type: Council Agenda 9-18-2023

Meeting Date: 9/18/2023

Department: City Clerk

Agenda Item No. 6.n.

AGENDA ITEM: Discussion, consideration, and possible action to approve a request from the Chickasha Optimist to conduct their 9th annual Christmas Carroll 5K Run to be held Saturday, December 2, 2023 at 8:00 a.m.

I. BACKGROUND/DESCRIPTION:

A request has been received from the Chickasha Optimist to conduct a 5K Run at 8:00 a.m. on Saturday, December 2, 2023.

The planned route will begin and end at the Southern Oaks Church of Christ. The 5K and 1 mile routes will both start on South 16th Street heading north, then 1 mile will turn around on Maple Land while the 5K route will continue north to Montana and then east, circling Shannon Springs Park, then return following the same route.

An indemnification Agreement will be prepared for their signature and a Certificate of Liability Insurance will be obtained prior to the event.

II. RECOMMENDED ACTION:

Approve a request from the Chickasha Optimist to conduct their 9th annual Christmas Carroll 5K Run to be held Saturday, December 2, 2023 at 8:00 a.m.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: September 18, 2023	(From)		

V. ATTACHMENTS:

1. 20230915131948645

Susan McDaniel

From: Diana Carroll <dianacarroll62@yahoo.com>
Sent: Tuesday, September 5, 2023 6:09 PM
To: Susan McDaniel
Subject: [EXTERNAL] Christmas Carroll 5K

Hi Susan,

Hope you're doing well! Our Optimist Club is once again planning the Christmas Carroll 5K for December 2.

Can we get that on the agenda for the city council to get that date approved? Everything is still the same as far as routes and starting time.

Thank you!

Diana Carroll

Sent from my iPhone



City of
CHICKASHA

Meeting Type: Council Agenda 9-18-2023

Meeting Date: 9/18/2023

Department: City Clerk

Agenda Item No. 6.o.

AGENDA ITEM: Discussion, consideration, and possible action to make an appointment to the Chickasha Industrial Authority.

I. BACKGROUND/DESCRIPTION:

An appointment to the Chickasha Industrial Authority needs to be made to replace Brian Gerdes. The Mayor puts forth Georgianna Hebblethwaite.

II. RECOMMENDED ACTION:

Appoint Georgianne Hebblethwaite to the Chickasha Industrial Authority.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: September 18, 2023	(From)		

V. ATTACHMENTS:



City of
CHICKASHA

Meeting Type: Council Agenda 9-18-2023

Meeting Date: 9/18/2023

Department: City Clerk

Agenda Item No. 6.p.

AGENDA ITEM: Discussion, consideration, and possible action to approve the request from the Chickasha Chamber of Commerce for the Annual Lighted Christmas Parade to be held along Chickasha Avenue on Saturday, December 2, 2023.

I. BACKGROUND/DESCRIPTION:

A request has been received from the Chickasha Chamber of Commerce for permission to conduct the annual Lighted Christmas Parade on Saturday, December 2, 2023.

The parade will line up at 8th and Chickasha Ave., at 5:00 p.m. and the actual parade begins at 6:00 p.m.

The Chamber is requesting permission to block Chickasha Avenue from 8th Street east to 1st Street from 5:00 p.m. to 8:00 p.m.

An Indemnification Agreement will be prepared to be executed by the Chamber of Commerce, and they will provide a Certificate of Liability Insurance prior to conducting the event.

II. RECOMMENDED ACTION:

Approve the request from the Chickasha Chamber of Commerce for the Annual Lighted Christmas Parade to be held along Chickasha Avenue on Saturday, December 2, 2023; with permission to block Chickasha Avenue from 8th Street to 1st Street from 5:00 p.m. to 8:00 p.m.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: September 18, 2023	(From)		

V. ATTACHMENTS:

1. 20230915134101472



City of

Chickasha

Community Development

OUTDOOR AMUSEMENT EVENT LICENSE APPLICATIONDate: 3/7/23 Event Date(s) & Times: December 2, 2023 5PM-8PMEvent Type (Include a description of all events and functions): Christmas ParadeParade @ 6:00pm
It will run from 8th Street to 1st Street on Chickasha AveApplicant: Chickasha Chamber of CommerceMailing Address: PO Box 1717City: Chickasha State: OK Zip: 73023Event Address or location description: Chickasha Ave - 1st - 8th Streets (streets closed)Property Owner: City of Chickasha Phone Number: 405-222-6020Mailing Address: 117 N 4th StCity: Chickasha State: OK Zip: 73018

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

Type of Sanitary Facilities to be Provided: noneType of Solid Waste Facilities to be Provided: noneCombined Estimated Number of Participants/Spectator's: 3000Describe 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 9-18-2023

Meeting Date: 9/18/2023

Department: City Clerk

Agenda Item No. 6.q.

AGENDA ITEM: Discussion, consideration, and possible action to approve the request from the Chickasha Chamber of Commerce to decorate the vacant lot at the southwest corner of 6th Street and Chickasha Avenue.

I. BACKGROUND/DESCRIPTION:

The Chickasha Chamber of Commerce is requesting permission to set up a Christmas tree in the vacant lot at 6th Street and Chickadsha Avenue.

II. RECOMMENDED ACTION:

Approve the request from the Chickasha Chamber of Commerce to decorate the city's vacant lot at the southwest corner of 6th Street and Chickasha Avenue.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: September 18, 2023	(From)		

V. ATTACHMENTS:

- 20230915140700406



City of

Chickasha

Community Development

OUTDOOR AMUSEMENT EVENT LICENSE APPLICATION

Date: 9/7/2023 Event Date(s) & Times: Nov 1 - Jan 1

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

Set up downtown Christmas tree at Southwest corner of 6th & Chickasha Ave for Christmas season (in empty lot)

Applicant: Chickasha Chamber of Commerce

Mailing Address: 221 W Chickasha Ave.

City: Chickasha State: OK Zip: 73018

Event Address or location description: 6th & Chickasha Ave.

Property Owner: City of Chickasha Phone Number: 405-222-6020

Mailing Address: 117 N 4th St

City: Chickasha State: OK Zip: 73018

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

Type of Sanitary Facilities to be Provided: N/A

Type of Solid Waste Facilities to be Provided: N/A

Combined Estimated Number of Participants/Spectator's: _____

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