

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 TUESDAY, SEPTEMBER 3, 2024, AT 6:30 PM**. Said meeting will be held in the Council Chambers, City Hall, 117 North 4th Street, Chickasha, Oklahoma.

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

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

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

Agenda items are attached.

I, Susan M. McDaniel, City Clerk, posted this Agenda on the official City of Chickasha bulletin board in the Municipal Building, 117 North 4th Street Chickasha, OK, 73018, which is accessible to the public twenty-four hours each day at 4:30 p.m. on Friday, August 30, 2024.



Susan M. McDaniel, CMC - City Clerk

Sworn to and subscribed before me on this 30th day of August 2024.

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 3, 2024

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.**
4. **Consent Docket:**
 - a. Acceptance of the Minutes of the August 19, 2024, regular meeting.
 - b. Acceptance of an updated Oklahoma Law Enforcement Telecommunications (OLETS) System Agreement and authorize the Chief of Police to execute the same.

- c. Accept renewal of the VistaCom annual maintenance agreement for the Police Department.
- d. Authorize the surplus of withdrawn library books and received donations, and donate to the Friends of the Library.
- e. Appointment of Sierra Leatherwood to the Historical Preservation Committee replacing Pam McKissic with a term of June 30, 2026.
- f. Approval of Non-Exclusive Master Services Agreement for Plan Review Services to Cornerstone Consulting
- g. Acceptance for 3 Standard Supplemental Easements and Right of Way Agreements with PSO
- h. Approve the request from the Chickasha Chamber of Commerce for the Annual Lighted Christmas Parade to be held along Chickasha Avenue on Saturday, December 7, 2024.
- i. Approve a request from the Chickasha Chamber of Commerce to hold the Neewollah Festival on Saturday, October 26, 2024, from 3:30 p.m. to 6:30 p.m.
- j. Approve a request from the Chickasha Chamber of Commerce to hold a "Fright Night Walking Parade" on Friday, October 11, 2024, from 7:00 p. m. - 7:30 p.m. from 6th Street to 1st Street on Chickasha Avenue.
- k. Approve an agreement with Environmental Management Inc. to collect hazardous waste during the City of Chickasha's Fall Clean Up Event and authorize the Mayor to execute the same.
- l. Acceptance of the Claims List.

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

6. Discussion and Consideration

- a. Discussion, consideration, and possible approval to award bid COC-2402 - 100' Aerial Fire Truck to Sutphen and Heartland Fire Trucks in the amount of \$2,126,805.00.
- b. Discussion, consideration, and possible action to award bid COC-2403 - Engine/Pumper Truck to Sutphen/Heartland Fire Trucks for the amount of \$1,016,797.00.
- c. Discussion, consideration and possible action to approve an Easement Agreement with Towerpoint Acquisitions, LLC and authorize Resolution No.2024-20R AUTHORIZING THE CITY MANAGER OF THE CITY OF CHICKASHA, OKLAHOMA TO SIGN SAID EASEMENT AGREEMENT ON BEHALF OF THE CITY OF CHICKASHA,

OKLAHOMA AND TO EXECUTE ALL CLOSING DOCUMENTS
RELATED TO SUCH EASEMENT AGREEMENT, INCLUDING AN
ASSIGNMENT OF LEASE.

- d. Discussion, consideration, and possible action to approve Pay Request No. 5 in the amount of \$26,961.00 - Construct 2-Box Hangars project to W. L. McNatt
- e. Discussion, consideration, and possible action to approve Pay Request No. 5 in the amount of \$54,233.25 -- Construct T-Hangar project to Diversified Construction of Oklahoma, Inc.
- f. Discussion, consideration, and possible action to award bid COC-2401- Lake Chickasha Dilapidated Dock Abatement to Slemph Welding Power Excavation in the amount of \$49,500.0
- g. Discussion, consideration, and possible action to authorize the City Manager to negotiate a contract with Meshek and Associates for the RFQ COC-2404 Chickasha Flood Mitigation Initiative.
- h. Discussion, consideration and possible action to approve Ordinance No. 2024-05: an Ordinance of the City of Chickasha, Oklahoma (the “City”) approving utilization of apportioned tax revenues authorized by statewide vote adopting Article 10, Section 6C of the Oklahoma Constitution and implemented by the Local Development Act, 62 O.S. §850, et seq.; approving and adopting the Gateway to Chickasha Economic Development Project Plan and expressing intent to carry out the Project Plan; ratifying and confirming the actions, recommendations and findings of the Review Committee and the Planning Commission; designating and adopting two distinct increment district boundaries and the project area boundaries; deferring the naming and establishing the date for the creation of the increment districts; adopting certain findings; reserving to the City the authority to make minor amendments to the Project Plan; authorizing the City Council of the City to carry out and administer the Project Plan; establishing a tax apportionment fund; authorizing directions for prospective apportionment of tax increments; establishing an allocation of use for tax increments; declaring apportionment funds to be funds of the City and limiting the pledge of apportioned increments to increments actually apportioned by the City; authorizing the City Council of the City, or a public trust designated thereby, to implement the Project Plan utilizing apportioned tax increments to pay or reimburse project costs directly and/or to issue bonds or notes, if feasible and desirable, to pay project costs and to retire said bonds or notes from apportioned tax increments; establishing an effective date; providing for severability; and containing other provisions related thereto.

7. Executive Session

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

8. Motion to Adjourn.

CHICKASHA

Meeting Type: Council Agenda 9-3-2024

Meeting Date: 9/3/2024

Department: City Clerk

Agenda Item No. 4.a.

AGENDA ITEM: Acceptance of the Minutes of the August 19, 2024, regular meeting.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Accept the Minutes of the August 19, 2024, regular meeting.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Susan M. McDaniel, City Clerk	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: September 3, 2024	(From)		

V. ATTACHMENTS:

1. Council Meeting Minutes 8-19-2024

CHICKASHA

August 19, 2024

Office of the City Clerk

The **REGULAR** meeting of the **CHICKASHA CITY COUNCIL** was held in the council chambers in city hall on the 19th day of August 2024 as specified by advance public notice with a properly prepared agenda stating the subject matter or matters to be discussed at said meeting. Mayor Grayson 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: Zachary Grayson, Mayor
Georgianne Hebblethwaite, Vice-Mayor
Kelly Boyd
Oscar Nelson
Kea Ginn
John Smith
Erica Alexander
Charlie Burruss
Brian Gerdes

ABSENT: None

STAFF

PRESENT: Amanda Mullins, City Attorney
Rachel Berish, Asst. City Manager
Susan McDaniel, City Clerk
Chief Music, Police Dept.
Elaine Jensen, Finance Director
Darren Martin, Chief Bldg. Inspector
Jim Crosby, Public Works Director
Spencer Winzenried, Parks & Rec Director
Lillie Huckaby, Library Director
Tracey Austin, HR Director
Shae Mortimer, Marketing and Civic Engagement Manager

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

City of Chickasha

117 North 4th Street, Chickasha, OK 73018 • (405) 222-6001 • Susan.McDaniel@chickasha.org

The City of Chickasha is an equal opportunity employer and provider. For TDD/TTY assistance, please dial 711.

Roll call:

Boyd – Present
Nelson – Present
Ginn - Present
Hebblethwaite – Present
Smith - Present
Alexander – Present
Burruss - Present
Gerdes – Present
Grayson - Present

Council Member Burruss gave the invocation and Council Member Smith the Pledge of Allegiance.

ITEM 2. **Citizen Comments:**

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

Mitch Williams, Chickasha – thanked Council for the new hangars built at the airport.

ITEM 3. **Council Communications.**

Vice Mayor Hebblethwaite asked if the area in front of the Shannon Springs Nursing Home was a city-maintained street.

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

- ITEM 4a.** Acceptance of the minutes of the August 5, 2024, regular Council Meeting.
- ITEM 4b.** Acknowledge receipt of EDC – Check Detail – July 2024.
- ITEM 4c.** Acknowledge receipt of CIA Minutes for July 9, 2024.
- ITEM 4d.** Acceptance of the Claims List.
- ITEM 4e.** Acceptance of the Financials for July 2024.

*Motion by Council Member Alexander, second by Council Member Hebblethwaite to approve the Consent Docket Item 4a – 4 e.

Roll call vote:

Ayes:"	Nelson, Ginn, Hebblethwaite, Smith, Alexander, Gerdes, Boyd, and Grayson.
"Nays:"	None
"Abstain:"	Burruss
Motion carried.	8-0-1

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

No Action Taken.

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

ITEM6a. **Public Hearing – regarding the proposed creation of two increment districts and adoption of the Gateway to Chickasha Economic Development Project Plan.**

Public Hearing opened at 6:36 p.m.

Greg Elliott, former Mayor – spoke in favor of the proposed project plan.

Chris Mosley, former Mayor – spoke in favor of the proposed project plan.

Brandi Terry, Downtown business owner – spoke in favor of the proposed project plan.

Chet Hitt, Downtown business owner – spoke in favor of the proposed project plan.

Jim Cowan, CEDC – presented a letter from Charles Ferguson, former Mayor - speaking in favor of the proposed project plan.

Eric Anderson, Chickasha – wants to see a successful future for the City, as well as his family and the proposed project could help that happen.

Bud Lowe, Chickasha – feels that the community is good as it is and that everyone needs a “voice” in the matter.

George Thomas, Chickasha – prefers the “small town” home and request his property be removed from the proposed area.

Lori Elzo, Chickasha – Commented that First National bank did not “opt out” of the proposed area.

John Nelson, Chickasha – wanted to ask some clarifying questions regarding the proposal.

Public Hearing closed at 8:17 p.m.

ITEM 6b. **Discussion, consideration, and possible action to create sponsorship agreements with businesses and allow them to advertise their companies on City property.**

***Motion by Council Member Hebblethwaite and second by Council Member Alexander to create sponsorship agreements with businesses and allow them to advertise their companies on City property.**

Roll call vote:

“Ayes:” **Ginn, Hebblethwaite, Smith, Alexander, Boyd, Nelson, and Grayson**

“Nays:” **Burruss, and Gerdes.**

“Abstain:” **None.**

Motion passed. **7-2**

ITEM 6c. Discussion, consideration, and possible action to authorize Staff to solicit bids for COC-2405 – 2024 Mowing Leases.

*Motion by Council Member Alexander and second by Council Member Hebblethwaite to authorize Staff to solicit bids for COC-2405 – 2024 Mowing Leases.

Council Member Smith left his seat at 8:42 p.m.

Council Member Smith returned to his seat at 8:43 p.m.

Roll call vote:

“Ayes:” Hebblethwaite, Smith, Alexander, Burruss, Gerdes, Boyd, Nelson, Ginn, and Grayson

“Nays:” None.

“Abstain:” None.

Motion passed. 9-0

ITEM 6d. Discussion, consideration, and possible action to approve Pay Request No. 4 in the amount of \$242,155.00 - Construct T-Hangar projects to Diversified Construction of Oklahoma, Inc.

*Motion by Council Member Nelson and second by Council Member Smith to approve Pay Request No. 4 in the amount of \$242,155.00 – Construct T-Hangar project to Diversified Construction of Oklahoma, Inc.

Roll call vote:

“Ayes:” Smith, Alexander, Burruss, Gerdes, Boyd, Nelson, Ginn, Hebblethwaite, and Grayson.

“Nays:” None.

“Abstain:” None.

Motion passed. 9-0

ITEM 6e. Discussion, consideration, and possible action to approve the FY 2024-2025 accounting services contract with Crawford and Associates.

*Motion by Hebblethwaite and second by Council Member Ginn to approve the FY 2024-2025 accounting services contract with Crawford and Associates.

Roll call vote:

“Ayes:” Alexander, Burruss, Gerdes, Boyd, Nelson, Ginn, Hebblethwaite, Smith, and Grayson.

“Nays:” None.

“Abstain:” None.

Motion passed. 9-0

ITEM 6f. 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 28, 2024.

*Motion by Council Member Alexander and second by Council Member Hebblethwaite to approve request from Grady County Coordinated Community Response Team to conduct a fund-raising event (Together We Heel) on September 28, 2024.

Roll call vote:

“Ayes:” Burruss, Gerdes, Boyd, Nelson, Ginn, Hebblethwaite, Smith, Alexander, and Grayson.

“Nays:” None.

“Abstain:” None.

Motion passed. 9-0

ITEM 6g. Discussion, consideration, and possible action to approve Pay Request No. 2 in the amount of \$188,030.38 – Water Distribution Improvements 18608 CDBG 22 to Marsau Enterprises, Inc.

*Motion by Council Member Smith and second by Council Member Nelson to approve Pay Request No. 2 in the amount of \$188,030.38 – Water Distribution Improvements 18608 CDBG 2 to Marsau Enterprises, Inc.

Roll call vote:

“Ayes:” Gerdes, Boyd, Nelson, Ginn, Hebblethwaite, Smith, Alexander, Burruss, and Grayson.

“Nays:” None.

“Abstain:” None.

Motion passed. 9-0

ITEM 6h. Discussion, consideration, and possible action to approve Pay Request No. 3 in the amount of \$260,172.18 – Water Distribution Improvements 18608 CDBG 22 to Marsau Enterprises, Inc.

*Motion by Council Member Hebblethwaite and second by Council Member Nelson to approve Pay Request No. 3 in the amount of \$260,172.18 – Water Distribution Improvements 18608 CDBG 22 to Marsau Enterprises, Inc.

Roll call vote:

“Ayes:” Boyd, Nelson, Ginn, Hebblethwaite, Smith, Alexander, Burruss, Gerdes, and Grayson.

“Nays:” None.

City Council Meeting 8-19-2024
6:30 p.m.

“Abstain:” None.
Motion passed. 9-0

ITEM 6i. Discussion, consideration, and possible action to approve change order No. 3 – Final – for Marsau Enterprises, Inc. reducing the amount of \$28,788.00 for CMA-2302 – a/k/a 18608 CDBG 22 – Water Distribution Improvements and authorize the Mayor to execute the same.

*Motion by Council Member Ginn and second by Council Member Hebblethwaite to approve Change Order No. 3 – Final – for Marsau Enterprises, Inc. reducing the amount of \$28,788.00 for CMA-2302 – a/k/a 18608 CDBG 22 – Water Distribution Improvements and authorize the Mayor to execute the same.

Roll call vote:

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

ITEM 6j. Discussion, consideration, and possible action to approve amended Pay Request No. 4 – Final – in the amount of \$101,163.99 – Water Distribution Improvements 18608 CDBG 22 to Marsau Enterprises, Inc.

*Motion by Council Member Alexander and second by Council Member Hebblethwaite to approve amended Pay Request No. 4 – Final – in the amount of \$101,163.99 – Water Distribution Improvements 18608 CDBG 22 to Marsau Enterprises, Inc.

Roll call vote:

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

ITEM 6k. Discussion, consideration, and possible action to approve temporary street closure for the First OLD TOWN CHICKASHA CAR SHOW to be held in the 100-200 blocks of Chickasha Avenue on October 19, 2024 from 8:00 a.m. to 2:00 p.m.

*Motion by Council Member Smith and second by Council Member Hebblethwaite to approve temporary street closure for the First OLD TOWN CHICKASHA CAR SHOW

City Council Meeting 8-19-2024

6:30 p.m.

to be held in the 100-200 blocks of Chickasha Avenue on October 19, 2024 from 8:00 a.m. to 2:00 p.m.

Roll call vote:

“Ayes:” Hebblethwaite, Smith, Alexander, Burruss, Gerdes, Boyd, Nelson, Ginn, and Grayson.

“Nays:” None.

“Abstain:” None.

Motion passed. 9-0

ITEM 6l. Discussion, consideration, and possible action to declare a true emergency exists relating to the flooding in the City Hall Basement pursuant to Section 3 of the City of Chickasha City Charter and waive the Competitive Bidding Requirements of Section 3 of the City of Chickasha City Charter due to a true emergency vital to the health and welfare of the citizens of the City and authorize an expenditure to Groundworks in the amount of \$82,299.08.

*Motion by Council Member Hebblethwaite and second by Council Member Alexander to declare a true emergency exists relating to the flooding in the City Hall Basement pursuant to Section 3 of the City of Chickasha City Charter and waive the Competitive Bidding Requirements of Section 3 of the City of Chickasha City Charter due to a true emergency vital to the health and welfare of the citizens of the City and authorize an expenditure to Groundworks in the amount of \$82, 299.08.

Roll call vote:

“Ayes:” Smith, Alexander, Burruss, Gerdes, Boyd, Nelson, Ginn, Hebblethwaite, and Grayson.

“Nays:” None.

“Abstain:” None.

Motion passed. 9-0

ITEM 6m. Discussion, consideration, and possible action to authorize the purchase of two 2024 Ram 4500 trucks from Joe Cooper Dodge/Ram using State Contract #SW0035 for a total amount of \$142,280.00.

*Motion by Council Member Ginn and second by Council Member Alexander to authorize the purchase of two 2024 Ram 4500 trucks from Joe Cooper Dodge/Ram using State Contract #SW0035 for a total amount of \$142,280.00.

Roll call vote:

“Ayes:” Alexander, Burruss, Gerdes, Boyd, Nelson, Ginn, Hebblethwaite, Smith, and Grayson.

“Nays:” None.

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“Abstain:” None.
Motion passed. 9-0

ITEM 6n. Discussion, consideration, and possible action to approve the purchase of a 2024 Ram 4500 4x4 Crew Cab truck from Joe Cooper Dodge/Ram using State Contract #SW0035 for a total amount of \$72,794.00.

*Motion by Council Member Hebblethwaite and second by Council Member Smith to approve the purchase of a 2024 Ram 4500 4x4 Crew Cab truck from Joe Cooper Dodge/Ram using State Contract #SW0035 for a total amount of \$72,794.00.

Roll call vote:

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

ITEM 6o. Discussion, consideration, and possible action to authorize the reimbursement to Grady County District 2 for the paving of 29th Street from Grand Avenue to Highway 62 and paving of North 4th Street in the amount of \$415,070.94 as per the Interlocal Agreement.

*Motion by Council Member Nelson and second by Council Member Ginn to authorize the reimbursement to Grady County District 2 for the paving of the 29th Street from Grand Avenue to Highway 62 and paving of North 4th Street in the amount of \$415,070.94.

Roll call vote:

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

ITEM 6p. Discussion, consideration, and possible action to authorize the reimbursement to Grady County District 2 for the paving of 29th Street from Grand Avenue to Country Club Road, 16th Street from Country Club Road to Pikes Peak, and Cottonwood from Highway 81 to the Railroad Tracks in the amount of \$340,884.81 as per the Interlocal Agreement.

*Motion by Council Member Ginn and second by Council Member Hebblethwaite to authorize the reimbursement to Grady County District 2 for the paving of 29th Street from

City Council Meeting 8-19-2024
6:30 p.m.

Grand Avenue to Country Club Road, 16th Street from Country Club Road to Pikes Peak, and Cottonwood from Highway 81 to the Railroad Tracks in the amount of \$340,884.81 as per the Interlocal Agreement.

Roll call vote:

“Ayes:”	Boyd, Nelson, Ginn, Hebblethwaite, Smith, Alexander, Gerdes, and Grayson.
“Nays:”	None.
“Abstain:”	Burruss.
Motion passed.	8-0-1

ITEM 6q. **Discussion, consideration, and possible action to accept a temporary easement from David and Shanequa Richie for the South 20.00 feet of North 35.00 feet of a Tract of Land described by Deed in Book 2903 at Page 33, Grady County, Oklahoma for a water line project.**

*Motion by Council Member Burruss and second by Council Member Nelson to accept a temporary easement from David and Shanequa Richie for the South 200.00 feet of North 35.00 feet of a Tract of Land described by Deed in Book 2903 at Page 33, Grady County, Oklahoma for a water line project.

Roll call vote:

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

ITEM 6r. **Discussion, consideration, and possible action to accept a permanent easement in exchange for \$2,500.00 from David and Shanequa Richie for the North 15.00 feet of a Tract of Land described by Deed in Book 2903 at Page 33, Grady County, Oklahoma for a water line project.**

*Motion by Council Member Nelson and second by Council Member Alexander to accept a permanent easement in exchange for \$2,500.00 from David and Shanequa Richie for the North 15.00 feet of a Tract of Land described by Deed in Book 2903 at Page 33, Grady County, Oklahoma for a water line project.

Roll call vote:

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

City Council Meeting 8-19-2024
6:30 p.m.

ITEM 6s. **Discussion, consideration, and possible action to authorize the Agreement with Non-Litigating Political Subdivisions through the Office of the Attorney General and the Oklahoma Opioid Abatement Board and accept settlement funds to be expended for Opioid Remediation.**

*Motion by Council Member Nelson and second by Council Member Boyd to authorize the Agreement with Non-Litigating Political Subdivisions through the Office of the Attorney General and the Oklahoma Opioid Abatement Board and accept settlement funds to be expended for Opioid Remediation.

Roll call vote:

“Ayes:” Hebblethwaite, Smith, Alexander, Gerdes, Boyd, Nelson, Ginn, and Grayson.

“Nays:” Burruss.

“Abstain:” None.

Motion passed. 8-1

ITEM 7.

ITEM 7 Adjournment:

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

Meeting adjourned.

TIME: 9:25 P.M.

Zachary Grayson, Mayor

ATTEST:

Susan M. McDaniel, City Clerk

Approved this 3rd day of September 2024.

 Ferguson FUNERAL HOME
Caring Service from Our Family to Yours

August 16, 2024

To: Chickasha City Council and the Citizens of Chickasha

From: Charles R. Ferguson—Former Mayor of Chickasha from 1989-1993

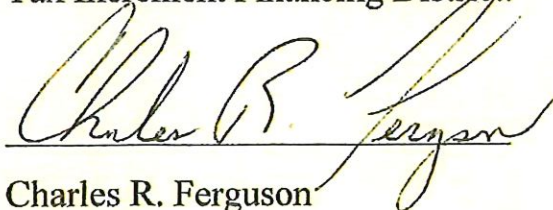
I appreciate the opportunity to address you this evening concerning the proposed TIF District. I am sorry I am not able to be present because of previously arranged commitments.

I will be short and to the point. I fully support the proposed TIF District for the City of Chickasha for the following reasons:

- 1) I have lived in Chickasha all of my life, 70 years. I have seen Chickasha through the good and bad, and I am very pleased with the positive new growth in our city and firmly believe we are on the correct path for strong, stable and lasting growth that can bring Chickasha to the forefront of Oklahoma's successful towns.
- 2) The TIF District is a great economic tool that our city is able to use for the betterment of our community to capture more revenue by ad valorem taxes and sales taxes generated by the development of new properties.
- 3) Are there pros and cons concerning the TIF Districts? Sure, there are, as in any ways our city collects revenues and taxes. I'm sure you'll do your homework and hopefully you'll see the advantages far outweigh the negatives for an opportunity for Chickasha to advance and grow in a positive manner.

I ask you to please look at the whole picture with the idea of a TIF and what it can potentially do for our city and for our future growth.

I appreciate your time and sincerely ask for each of you to support for proposed Tax Increment Financing District.


Charles R. Ferguson



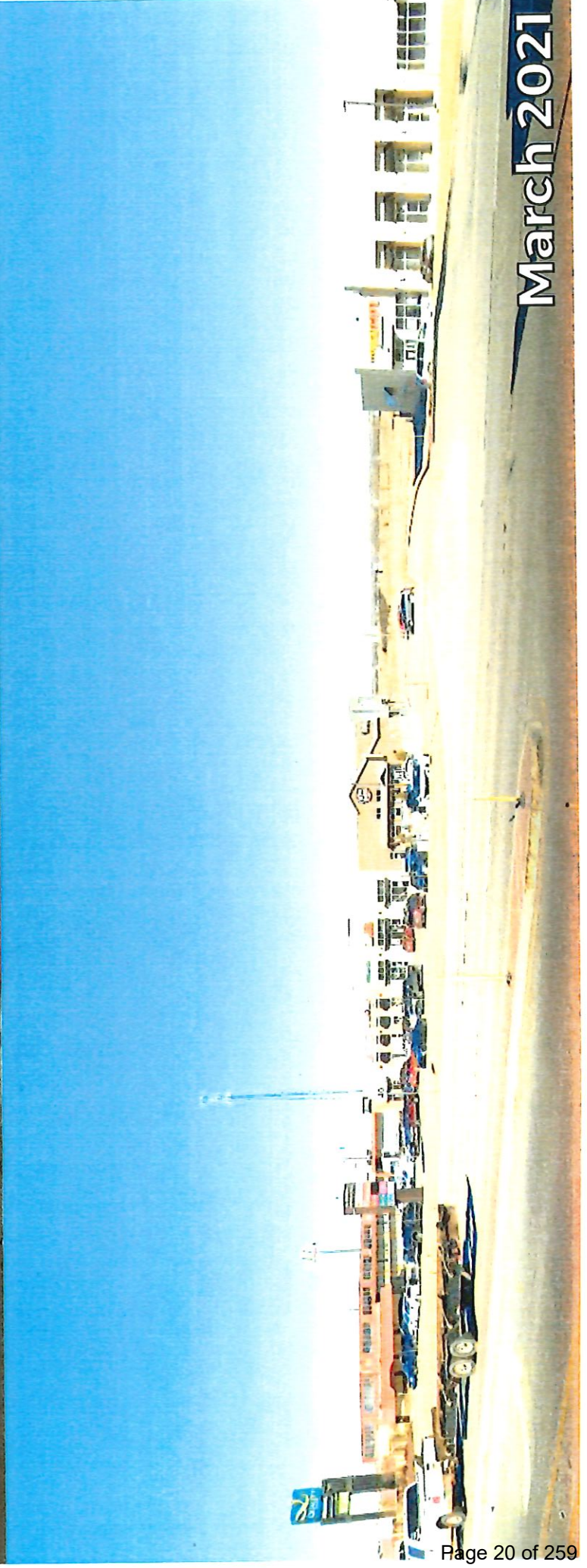
May 2013



March 2021

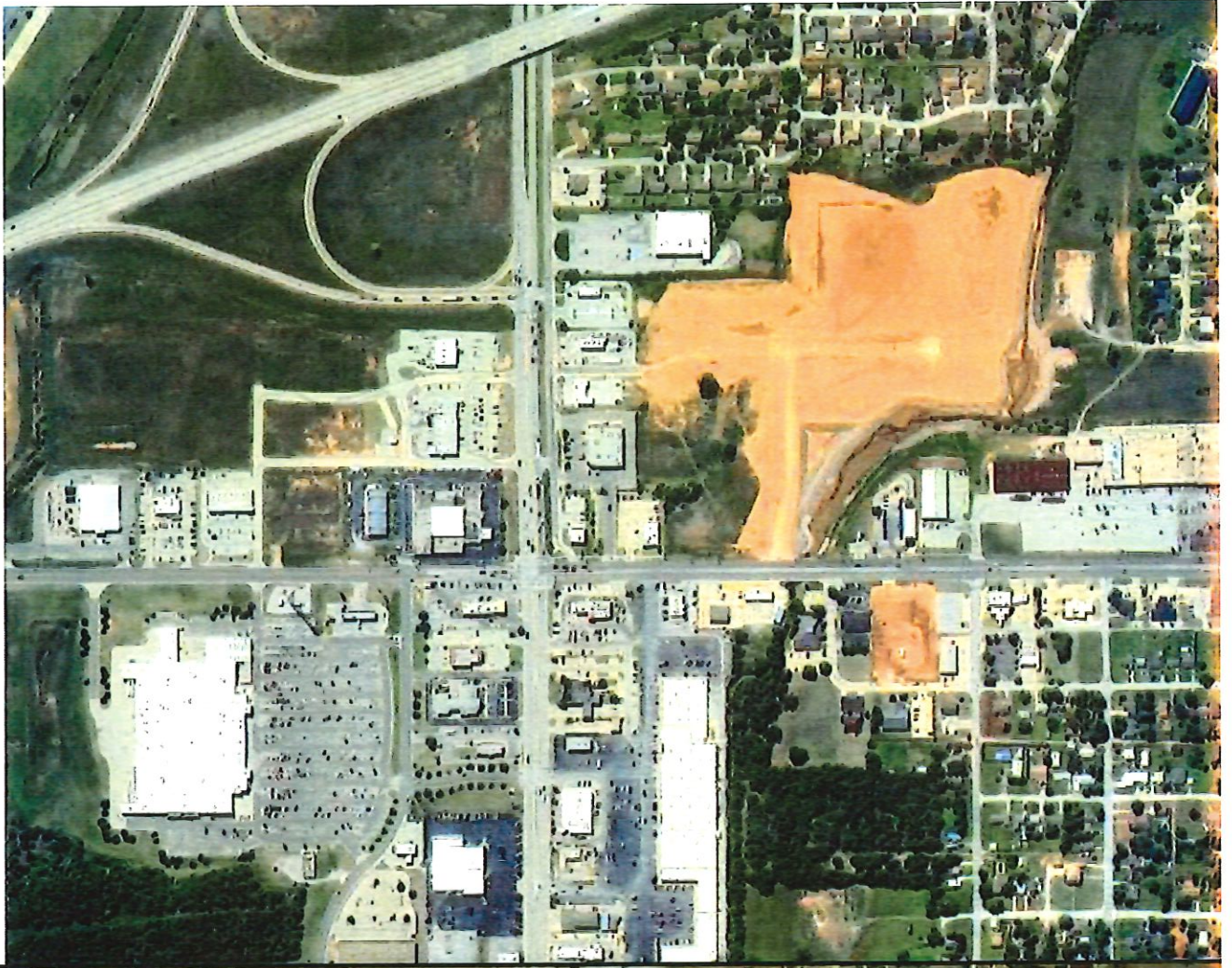


July 2013

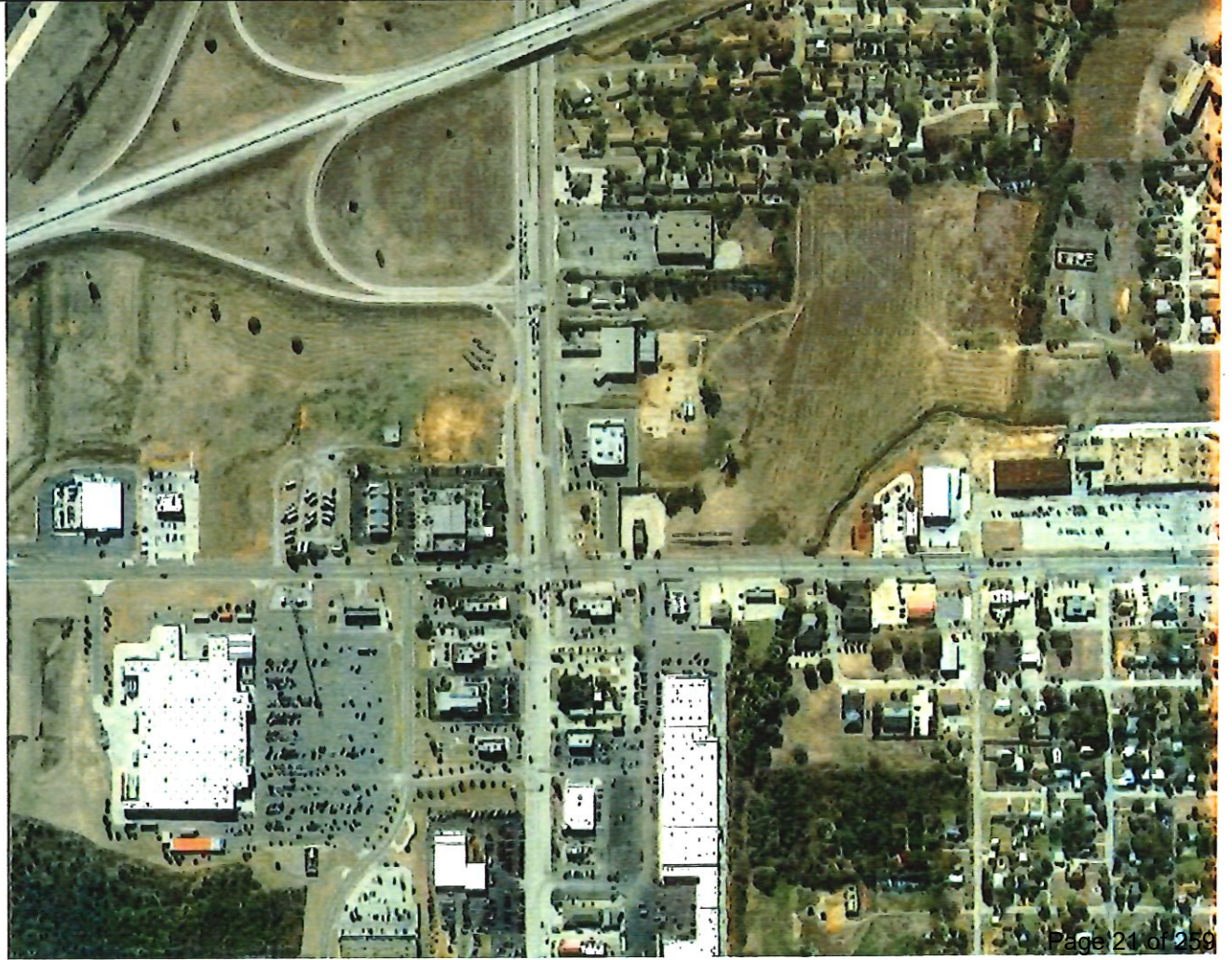


March 2021

April 2023



November 2014



Walgreens

2008



2012



2013



2016



2017



2017

Great
Clips®

2017

T Mobile

2017



2017

Little Caesars® Pizza

2019

tropicalCAFE
SMOOTHIE

EDMOND

LOCAL

TIF incentives in Edmond have attracted \$158M in development. Here's a look at the projects



Jack Money
The Oklahoman

Published 6:01 a.m. CT May 23, 2024 | Updated 6:01 a.m. CT May 23, 2024

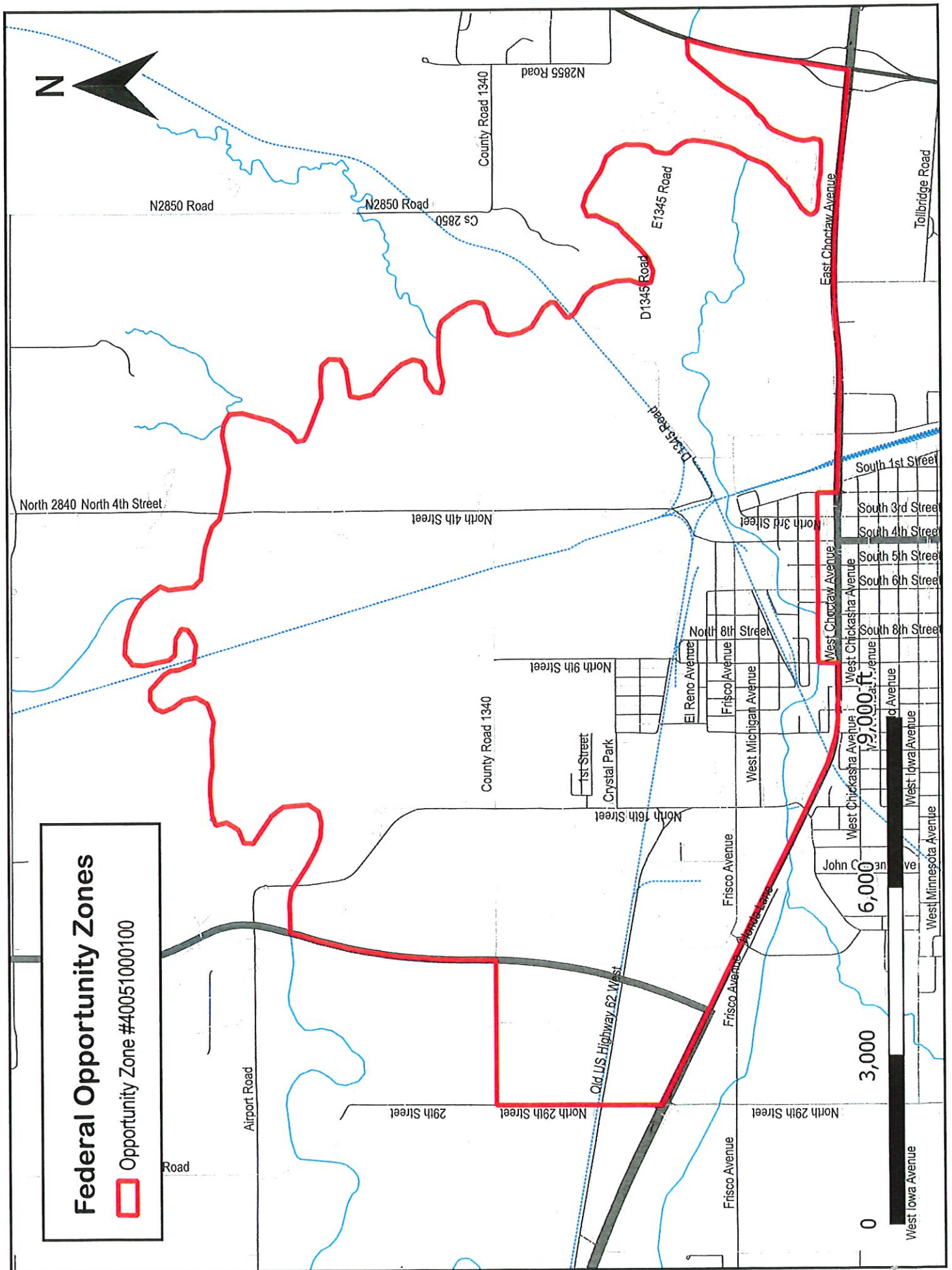
Since 2020, the City of Edmond has invested **\$13,800,000** in TIF projects to improve water systems, drainage issues, alleys, parking and streetscaping—all for public use (below left). These investments were made in partnership with private developers (commercial and residential) who have invested **\$158,000,000** to date.





JENKS

Last week, the **\$80 million** development Tulsa Premium Outlets opened in Jenks. The developer “expects to recover somewhere between \$15 million to \$17 million through the TIF,” according to the city manager—exclusively for **public** infrastructure costs taken on by the developer.



Okla. Stat. tit. 62 § 854

Current through Laws 2024, c. 453.

Section 854 - Additional powers granted to city, town or county

In addition to any other powers conferred by law, a city, town or county may exercise any powers necessary to carry out the purpose of this act, including power to:

1. Establish districts and create plans pursuant to the provisions of this act;
 2. Cause project plans to be prepared, to approve the plans, and to implement the provisions and effectuate the purposes of the plans;
 3. Cause bonds to be issued by public entities as provided for in Section 863 of this title;
 4. Apportion local taxes or local fees and direct the use of local taxes and local fees for the purpose provided for in this act.
- Pursuant to Section 6C of Article X of the Constitution of the State of Oklahoma, a direction of apportionment may be prospective and may continue for one (1) or more years, and apportioned tax increments may be pledged beyond the current fiscal year to the repayment of indebtedness of other public entities, notwithstanding the provisions of Section 26 of Article X of the Constitution of the State of Oklahoma or any other provisions of law;

5. Enter into any contracts or agreements determined by the governing body to be necessary or convenient to implement the provisions and effectuate the purposes of project plans;
6. Receive, from the federal government or the state, loans and grants for, or in aid of a project and to receive contributions from any other source to defray project costs;
7. Grant tax incentives or exemptions in the manner provided for in this act;
8. Acquire by purchase, donation or lease, and own, convey, lease, mortgage, or dispose of land and other property, real or personal, or rights or interests therein;
9. Clear and improve property acquired by it pursuant to the project plan and construct public facilities on it or contract for the construction, development, redevelopment, rehabilitation, remodeling, alteration, or repair of the property;
10. Cause parks, playgrounds, or schools, including capital improvements to public schools, or water, sewer, or drainage facilities or any other public improvements which it is otherwise authorized to undertake, to be laid out, constructed, or furnished in connection with the project;
11. Lay out and construct, alter, relocate, change the grade of, make specific repairs upon, or discontinue public ways and construct sidewalks in, or adjacent to, the project area;
12. Cause sidewalks, ways for vehicular travel, playgrounds, or water, sewer, or drainage facilities and similar improvements to be constructed within the project area for the particular benefit of the project area or those dwelling or working in it;
13. Adopt ordinances or resolutions or repeal or modify such ordinances or resolutions or establish exceptions to existing ordinances and resolutions regulating the design, construction, and use of buildings;
14. Sell, mortgage, lease, transfer, or dispose of any property, or interest therein, acquired by it pursuant to the project plan for development, redevelopment, or rehabilitation in accordance with the plan, upon such terms and conditions determined by the governing body to be appropriate for achieving the

*- nothing about
the use of
eminent domain*

objectives of the project plan; provided, in the event of disposition by lease or sublease to a lessee not entitled to a tax exemption, the improvements placed thereon shall not be entitled to a tax exemption;

15. Incur project costs;

16. Designate a public entity to exercise the powers enumerated in this section, except paragraphs 1, 4 and 7 of this section;

17. Invest project revenues as provided in this act; and

18. Do all things necessary or convenient to carry out the powers granted in this act and otherwise authorized by the laws of this state.

Okla. Stat. tit. 62, § 854

Added by Laws 1992, c. 342, § 5; Amended by Laws 1998, c. 63, § 4, eff. 11/1/1998 ; Amended by Laws 2003 , SB 671, c. 255, §2, eff. 11/1/2003; Amended by Laws 2005 , SB 962, c. 210, §2, emerg. eff. 5/23/2005.

Okla. Stat. tit. 62 § 868

Current through Laws 2024, c. 453.

Section 868 - Initiative and referendum

A. The powers of initiative and referendum, reserved by the Oklahoma Constitution to the people, are reserved to the people of every city, town or county with reference to the tax relief or incentives or exemptions or increment captured as authorized by Section 6C of Article X of the Oklahoma Constitution and as provided for in this act.

B.

1. For purposes of this section, the form of the petition for either initiative or referendum shall be substantially as provided in Sections 1 and 2 of Title 34 of the Oklahoma Statutes. A true copy of each measure proposed by initiative and referendum shall be filed with the clerk of the city or town or with the secretary of the county election board before it is circulated and signed by the registered voters.

 **2.** Every petition for either the initiative or referendum shall be signed by a number of the registered voters residing in the city or town equal to at least twenty-five percent (25%) of the total number of votes cast at the preceding general municipal election or for counties, equal to at least ten percent (10%) of

the registered voters residing in the county. The signatures to each petition shall be verified in the manner provided by law.

3. Signed copies of an initiative petition shall be submitted to the clerk or secretary within ninety (90) days after the initial filing of the measure with the clerk or secretary. Signed copies of a petition invoking a referendum upon any ordinance or resolution shall be submitted to the clerk or secretary within thirty (30) days after the passage or adoption of the ordinance or resolution.

C. When signed copies of a petition are timely filed with the clerk or secretary, the clerk or secretary shall make a physical count of the number of signatures appearing on the petitions. He shall then publish, in at least one newspaper of general circulation in the municipality or the county, a notice of the filing and the apparent sufficiency or insufficiency of the petition. The notice shall also state that any qualified elector of the municipality or the county may file a protest to the petition or an objection to the count made by the clerk or secretary. A protest to the petition or the count of signatures shall be filed in the district court in the county in which the situs of the city, town or county is located within ten (10) days after the publication. Written notice of the protest shall be served upon the clerk or secretary and the parties who filed the petition. In the case of the filing of an objection to the count, notice shall also be served upon any party filing a protest. The district court shall fix a day, not less than ten (10) days after the filing of a protest, to hear testimony and arguments for and against the sufficiency of the petition. A protest filed by anyone, if abandoned by the party filing it, may be revived within five (5) days by any other qualified elector. After the hearing, the district court shall decide whether such petition is in form required by law.

D.

1. The parties submitting a petition for either initiative or referendum shall also prepare and file a ballot title for the

measure. The ballot title may be filed with the clerk or secretary prior to circulating the petition, but it must be submitted no later than the time that the signed copies of the petition are filed with the clerk or secretary. The ballot title shall contain the gist of the proposition couched in language that may be readily understood by persons not engaged in the practice of law. The ballot title shall contain language which clearly states that a "yes" vote is a vote in favor of the proposition, and a "no" vote is a vote against the proposition. The ballot title may not:

- a. exceed one hundred fifty words,
- b. reflect partiality in its composition or contain any argument for or against the measure, or
- c. contain language whereby a "yes" vote is, in fact, a vote against the proposition and a "no" vote is, in fact, a vote in favor of the proposition.

2. The clerk or secretary shall immediately forward a copy of the proposition and ballot title to the municipal attorney or district attorney. Within three (3) days after the filing of the ballot title, the attorney shall notify the clerk or secretary in writing whether or not the proposed ballot title is in legal form and in harmony with the law. If the ballot title is not in proper form, in the opinion of the attorney, he shall prepare and file a ballot title which does conform to the law within the three-day period.

E. A qualified elector who is dissatisfied with the wording of a ballot title may appeal, within ten (10) days after the ballot title is filed with the clerk or secretary, to the district court in the county in which the situs of the city, town or county is located. The petition for appeal shall offer a substitute ballot title for the one from which the appeal is taken. Written notice of the appeal shall be served upon the clerk or secretary and upon the parties who filed the ballot title at least five (5) days before such appeal is heard by the court. The municipal attorney or the

district attorney shall, and any interested citizen may, defend the ballot title from which the appeal is taken. After the hearing of the appeal, the district court may correct or amend the ballot title, or accept the substitute suggested, or may draft a new one which will conform with the law.

F. When a ballot title has been decided upon, either as approved by the municipal attorney or district attorney or by the district court, the clerk or secretary shall notify the mayor or the chairman of the board of county commissioners in writing, and attach a copy of the petition and ballot title.

G. When an initiative petition demands the enactment of an ordinance or resolution, the mayor or the chairman of the board of county commissioners shall present the petition to the governing body at its next meeting. If the petition is not granted more than thirty (30) days before the next general municipal or county election, the mayor or the board of county commissioners shall submit the ordinance or act so petitioned to the registered voters of the city, town or county at the next general municipal or county election.

H. Whenever a referendum is demanded against any measure passed by the city, town or county governing body, or whenever an initiative petition is demanded, the question shall be submitted to the registered voters of the city, town or county for their approval or rejection at the next general municipal or county election.

Okla. Stat. tit. 62, § 868

Added by Laws 1992, c. 342, § 19.

Judge nixes Aug. 27 TIF vote

Andrea Hancock Jul 11, 2024



A Cleveland County District Judge has ruled a Norman City Council-proposed TIF advisory vote slated for Aug. 27 cannot take place.

District Judge Thad Balkman heard arguments Thursday afternoon from attorneys representing two former mayors, Dick Reynolds and Bill Nations. The former mayors petitioned the court to prohibit a public vote over the proposed tax increment financing district at University North Park, which would divert up to \$600 million in taxes to finance a new arena.

The City Council must ultimately approve or deny the TIF, but on June 11, they voted 6-3 to create a non-binding advisory vote, allowing people to express their take on the TIF at the polls before the council makes its own decision.

The plaintiffs' attorneys included Sean Rieger, who also represents the developers who intend to develop the space around the arena, and Denise Lawson, who specializes in governmental law.

Lawson argued the resolution passed by council was improper for several reasons.

For one, the Local Development Act, which is the state law that governs the way TIF districts operate, has no provisions to authorize an advisory vote. TIFs may come to public votes through initiative petition or public referendum, but Lawson said all elections must be authorized by statute, and while the Local Development Act authorizes public referendum and initiative petitions, it does not authorize city councils to create public votes.

She also took issue with the nomenclature of the council's resolution. According to Norman's charter, votes must be authorized through ordinances, not resolutions, which set stricter terms than resolutions.

The resolution was also amended from initially saying the election would be held Aug. 27, but it was amended to say it could also be held on the next available date thereafter — Nov. 5. Additionally, a mayoral proclamation issued the day after the council's decision erroneously listed the election as Aug. 26, potentially furthering confusion for voters.

Lawson argued the election would be invalid, and it would be unfair to put taxpayers on the hook for it. She also said because final project plans are still not finalized between the developer and the City, voters' understanding of what they were voting on would be limited.

Assistant City Attorney Rick Knighton noted that the City did not have time to form a written response, as the petition was filed yesterday, but he said state law allows elections to be called through resolution. According to a 1988 State Supreme Court decision, state law supersedes city charters, so in Knighton's view, the resolution should be valid.

He also argued it's in the public's best interest to hold an election, owing to the cost of the TIF: \$230 million with up to \$370 million in additional financing, one of the most expensive in state history.

Assistant District Attorney Kristina Bell spoke on behalf of the Cleveland County Election Board at the hearing. She said the board takes no “substantive” stance on whether or not an advisory election is valid, but did say the board had “practical concerns” with holding the election on Aug. 27.

Bell said it would be viable to prepare ballots for the Nov. 5 election, but according to federal law, Aug. 27 absentee ballots for Americans overseas must be finalized and postmarked by July 11.

With the legality of the vote still in question, Bell asked Balkman to make a decision Thursday so the election board knew whether or not to move forward with postmarking those ballots.

Balkman said he believed the plaintiff had met their burden to show holding the election on Aug. 27 could be harmful, noting the cost of the election, which would be at least \$20,000, and the initial uncertainty in when the council intended to hold the election.

“I’m not making a decision based on the merits of whether or not there should be advisory votes at all, I’m questioning whether or not there should be an advisory vote that takes place on Tuesday, August 27,” he said in his ruling.

He officially directed the Cleveland County Election Board to stop its preparations to put the TIF on the Aug. 27 ballot.

After the hearing, Knighton said the City Council will go into executive session next week to discuss their next move, including the possibility to proceed with putting the question on the Nov. 5 ballot.

Balkman said in his decision that if the council targets the Nov. 5 election and further questions arise, he will preside over those decisions, as well.

“We can cross that bridge when we get there,” he said.

“I think the Court acknowledged the importance of the electorate having input with regard to some of these issues, specifically as they related to the expenditure of public funds,” Knighton said after the hearing. “He obviously recognized some procedural defects with regard to how this election was scheduled.”

Knighton also noted that residents could vote to accept or reject the TIF through referendum, regardless of the City Council’s decision.

For a referendum to take place, a resident would file a petition with the City Clerk, and then have 90 days to collect signatures. The number of signatures received must be equal or greater to 25% of the number of votes cast in the previous mayoral election, which, based on the 2022 election, would mean 5,685 signatures.

**Question Submitted by: The Honorable J. Mike Lawter, Oklahoma House
of Representatives**

1985 OK AG 54

Decided: 04/09/1985

Oklahoma Attorney General

Cite as: 1985 OK AG 54, ___

¶0 The Attorney General has received your request for an official opinion asking, in effect:

1. May a Board of County Commissioners, on its own motion, submit to the voters of the county at any regular or special election a question regarding a subject or subject matter, such as so-called "right to work" legislation, which no current statute specifically authorizes to be put to county-wide popular vote?

2. Would your answer to the first question be the same if the voters of the county were only asked to approve or disapprove a "non-binding expression of sentiment" as to the same question?

¶1 In considering your questions, it must first be noted that Oklahoma Courts have long recognized the principle that "[a] county being an involuntary, subordinate political subdivision of the state, created to aid in the administration of governmental affairs of said state, and possessed of a portion of the sovereignty, *has no inherent powers but derives those powers solely from the state.*" *Herndon v. Anderson*, 25 P.2d 326, 329 (Okl. 1933). (Emphasis added).

¶2 The Court has further noted that "a Board of County Commissioners can exercise only such powers as are conferred upon it by the organic or statutory laws of the State, or such as arise by necessary implication from an express grant of power." *State v. Board of County Commissioners of Creek County*, 107 P.2d 542, 549 (Okl. 1940), and that counties "possess, and can exercise, only those powers granted in express words or necessarily or fairly implied or incidental to the powers expressly granted." *Shipp v. Southeastern Oklahoma Industries Authority*, 498 P.2d 1395 (Okl. 1972). See, also, *Development Industries, Inc. v. City of Norman*, 412 P.2d 953 (Okl. 1966); and, *Johnson v. Conner, et al.*, 236 P.2d 987 (Okl. 1951).

¶3 The Oklahoma legislature has expressly authorized Boards of County Commissioners to hold county elections for certain purposes.

¶4 For example, [19 O.S. 381](#) (1981) provides as follows:

"They shall submit to the people of the county at any regular or special election any question involving any extraordinary outlay of money by the county or any expenditures greater in amount than can be provided for by the annual tax, or whether the county will construct any courthouse, jail, or other public buildings, or aid or construct any road or bridge, and may aid any enterprise designed for the county, whenever a majority of the people thereof shall authorize the same as hereinafter provided. Provided that, for the purposes of this section the term 'public buildings' shall include, but not be limited to, a county rest home, which shall be defined as any home, establishment or institution owned and operated by the county in which there is offered or provided personal care and supervision to persons who are unable to care completely for themselves." (Emphasis added).

And, [19 O.S. 734](#) (1981) provides, in pertinent part, as follows:

"Whenever the board of county commissioners of any county considers it to be the best interest of the county to acquire sites, purchase, erect, repair, remodel, equip and furnish a courthouse or jail, . . . bonds shall not be issued until the question shall have first been submitted to the people of the county and three-fifths (3/6) majority of the qualified voters voting at any general election, or special election *called by the board of county*

commissioners for the purpose, shall have declared by their votes in favor of issuing such bonds." (Emphasis added).

A ¶5 A review of Oklahoma Statutes reveals no statement of legislative will granting a board of county commissioners either expressly or by implication, the authority to call a county election for the purposes suggested by questions one and two, above. See, also, Attorney General Opinion No. 84-148.

A ¶6 It should be noted, moreover, that it is a generally accepted principle of election law that an election cannot be held in the absence of legislation clearly authorizing the same. See, e.g., *Grant and McNamee v. Payne*, 107 P.2d 307 (Nev. 1940); *School District No. 1 v. Gleason*, 168 P.2d 347 (Ore. 1946); *Stone v. Reynolds*, 54 P. 555 (Okla. 1898).

¶7 It is, therefore, the official opinion of the Attorney General that a Board of County Commissioners may not submit to the voters of its county at any regular or special election a question regarding a subject or subject matter which no current statute specifically authorizes to be put to county-wide popular vote; nor may said board submit to the voters the question of approval or disapproval of a "non-binding expression of sentiment" on such subject. See, [19 O.S. 339](#) (1981); [19 O.S. 381](#) (1981).

MICHAEL C. TURPEN
ATTORNEY GENERAL OF OKLAHOMA
WILLIAM J. BULLARD
ASSISTANT ATTORNEY GENERAL
CHIEF, PUBLIC PROTECTION DIVISION

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Title 19. Counties and County Officers

Cite

[19 O.S. 339](#),

[19 O.S. 381](#),

[19 O.S. 734](#),

Name

[General Powers of Board](#)

[Questions to be Submitted to Popular Vote](#)

[Contracts to Acquire Sites, Purchase, Erect, Repair, Remodel, Equip or
Furnish - Bonds - Elections](#)

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Discussed

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CHICKASHA

Meeting Type: Council Agenda 9-3-2024

Meeting Date: 9/3/2024

Department: Police Department

Agenda Item No. 4.b.

AGENDA ITEM: Acceptance of an updated Oklahoma Law Enforcement Telecommunications (OLETS) System Agreement and authorize the Chief of Police to execute the same.

I. BACKGROUND/DESCRIPTION:

The Oklahoma Law Enforcement Telecommunications System (OLETS) requires an annual agreement to satisfy the requirements of the Criminal Justice Information System Division (CJIS) of the Federal Bureau of Investigation. The agreement specifies the responsibilities and rights of both the OLETS and the User Agency (Chickasha Police). No cost is directly associated with a current department head executing an updated agreement.

II. RECOMMENDED ACTION:

Staff recommends Council approves the Chief to sign and update the User Agreement and the Mayor to execute the same.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Goebel Music Chief of Police	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: 09.03.2024	(From)		

V. ATTACHMENTS:

1. OLETS User Agreement 2024

Oklahoma Law Enforcement Telecommunication System
Oklahoma Department of Public Safety
OLETS User Agency Agreement

Effective **8/1/24**, this User Agency Agreement is established between the Oklahoma Department of Public Safety (DPS), CJIS Systems Agency (CSA) for the State of Oklahoma, the Administrator of the Oklahoma Law Enforcement Telecommunications Systems (OLETS) Division, hereinafter referred to as OLETS, and the:

User Agency: **Chickasha Police Department**
User Agency Address: **2001 W. Iowa ave**
User Agency ORI: **OK0260100**

hereinafter referred to as the User Agency - a Criminal Justice or Law Enforcement Agency. This agreement is hereby drafted to satisfy the requirements of the Criminal Justice Information Services Division of the Federal Bureau of Investigation, hereinafter referred to as CJIS, and to specify the responsibilities and/or rights of both OLETS and the User Agency in the operation of the OLETS Network.

This User Agency Agreement is an annual agreement that automatically renews on July 1 of each year thereafter unless terminated by either party. The terms of this agreement shall remain in effect indefinitely or until canceled or suspended by either party.

I. Definitions

A. CJIS Systems Agency or CSA:

Control Terminal Agency - A duly authorized state, foreign, or international criminal justice agency with direct access to the NCIC telecommunications network providing statewide (or equivalent) service to its criminal justice users with respect to the various systems managed by the FBI CJIS Division. (See Title 28 CFR § 20.3 subpart C)

B. CJIS Systems Officer or CSO:

The individual within the CJIS Systems Agency is responsible for administering the CJIS network on behalf of the CJIS Systems Agency.

C. Criminal Justice Information or CJI:

All the FBI CJIS provided data necessary for law enforcement and civil agencies to perform their missions, including, but not limited to, biometric, identity history, biographic, property, and case/incident history data.

D. Contractor (Vendor):

A private business, agency, or individual which has entered into an agreement for the administration of criminal justice or non-criminal justice functions with a Criminal Justice Agency or a Non-criminal Justice Agency.

E. Information Security Officer or ISO

Typically, an organization member is responsible for establishing and maintaining information security policy, assessing threats and vulnerabilities, performing risk and control assessments, overseeing the governance of security operations, and establishing information security training and awareness programs. The ISO also usually interfaces with security operations to manage implementation details and with auditors to verify compliance with established policies.

F. Management Control

An agreement between parties that wish to share or pool resources that codifies precisely who have administrative control over, versus overall management and legal responsibility for, assets covered under the agreement.

G. Non-Terminal Agency

A criminal justice/law enforcement agency having indirect access to the OLETS Network. Non-terminal agencies are assigned to a terminal agency for direct access to the OLETS Network.

H. OLETS Intrastate Network or OLETS Network

The computer network connecting public safety agencies across the state to criminal histories, driver records, and other databases.

The data communication network and central access control point for the State of Oklahoma's input, retrieval, exchange, and information assurance system connects Oklahoma criminal justice agencies to the National Crime Information Center interstate network and the International Justice and Public Safety Network. Databases accessible via the OLETS Intrastate Network include but are not limited to SCOM-Driver's License Services for the State of Oklahoma; OKTC- Oklahoma Tax Commission Vehicle Registration files for the State of Oklahoma; OSBI- Oklahoma State Bureau of Investigation Criminal History Repository Information for the State of Oklahoma.

I. OLETS User Account

OLETS-provided access for individuals using the software directly connected to the OLETS Network.

J. Physically Secure Location or Physically Secured Area

A facility, a criminal justice conveyance, an area, a room, or a group of rooms within a facility with both the physical and personnel security controls sufficient to protect CJIS and associated information systems.

K. Terminal Agency Coordinator or TAC

Point-of-contact at the User Agency for matters relating to CJIS information access. The TAC administers CJIS systems programs within the local agency and oversees the agency's compliance with CJIS systems policies.

L. User Agency

A duly authorized criminal justice/law enforcement agency as defined in Department of Justice Regulations, Title 28 § CFR Part 20, Subpart A, Section 534. This includes Terminal Agencies and Non-Terminal Agencies.

M. Full Access

Access level allows for all access for entries into NCIC and inquiries into databases containing drivers' licensing, vehicles, criminal history, and more.

II. Terms of Agreement

OLETS shall provide the User Agency connection to those computerized information services provided by the OLETS intrastate network, the National Crime Information Center, hereinafter referred to as NCIC; the International Justice and Public Safety Network hereinafter referred to as NLETS; and CJIS, or their successors.

The User Agency agrees to abide by OLETS, CJIS, and NLETS regulations, which are hereby referred to and made part of this agreement. The User Agency agrees to comply with the CJIS Security Policy as revised and any future revisions. If OLETS, NCIC, NLETS, or CJIS policies are in conflict at any time, the more stringent policy must be followed. OLETS reserves the right to restrict the type and scope of data to which the User Agency may have access with respect to the interest of the public.

III. Termination

The User Agency or OLETS may terminate service upon 30 days written notice. OLETS reserves the right to sanction The User Agency's service or individual User Account to prevent further unauthorized use per the CJIS Security policy.

IV. Fees

The User Agency shall be responsible for all fees as designated by OLETS upon the date OLETS Service is established within the User Agency. OLETS agrees to maintain and keep current the OLETS fee structure which will be accessible on the State of Oklahoma website. The link to the OLETS fee schedule is <https://oklahoma.gov/dps/olets--oklahoma-law-enforcement-telecommunications-system-.html>. OLETS agrees to notify the User Agency of any and all changes to its fee structure at a minimum of 90 days prior to the fee change becoming effective.

In the event of OLETS Network service interruption due to OLETS sanctions, OLETS may reinstate the suspended or terminated service upon receiving written documentation and satisfactory assurance that such violations have been corrected. During any period of temporary suspension of services, the User Agency remains responsible for monetary obligations regarding the OLETS fee schedule as though OLETS services were still in place.

V. Equipment

OLETS is not responsible for procuring, installing, or maintaining terminal equipment and circuit facilities. OLETS shall have the authority to inspect any area in which terminal equipment, circuit facilities, or secured and unsecured physical media received via the OLETS Network is housed. Terminal and interface equipment shall be installed in a location where only authorized personnel may have access to said equipment. The User Agency shall restrict access to physically secured areas.

VI. OLETS Access Screening for OLETS User Accounts

The User Agency shall demonstrate that it has policies and procedures in place that comply with the minimum screening requirements for individuals requiring unescorted access to unencrypted CJI, as set forth in the FBI CJIS Security Policy. Additionally, where legal authority exists, the User Agency shall ensure all OLETS User Account holders meet minimum screening requirements before being granted access to CJI and conduct record checks of all users with access to CJI every five years.

VII. OLETS Account and/or Contractor Training

OLETS User Account holders within the User Agency, and Contractors utilized by the User Agency and Non-Terminal Agencies, are required to complete CJIS Security Awareness Training biennially. All security training records of individual basic security awareness training and specific information system security training shall be documented, kept current, and maintained by the User Agency. OLETS reserves the right to review these files at any time.

VIII. User Agency Personnel

The User Agency agrees to appoint an Agency Head to sign the User Agency Agreement, hereinafter referred to as the Agency Head. The Agency Head is the accountable party for the User Agency and enforces the FBI CJIS Security Policy and OLETS Policy over its user community. All applicable policies and training materials are available via the online OLETS CJIS Launchpad or CJIS Online. The Agency Head must appoint a Terminal Agency Coordinator (TAC) to carry out the responsibilities described in this User Agency Agreement. The User Agency agrees to notify OLETS in the event of User Agency Administration and/or OLETS User Account privilege changes. This includes but is not limited to the User Agency: Agency Head, Terminal Agency Coordinator, Local Agency Security Officer, OLETS Terminal and Non-Terminal Agency User Accounts, and Contractors with access to the OLETS Network.

IX. Non-Terminal Agency Assignment by OLETS

OLETS reserves the right to assign Non-Terminal Agencies to any Full Access User Agency. OLETS service must be provided by the Full Access User Agency regardless of financial or other agreements for such service with the Non-Terminal Agency. The Full Access User Agency shall maintain up-to-date Non-Terminal Agreements with the agencies assigned to the full access User Agency.

X. Management Control

If the User Agency system access point is in a Non-Criminal Justice Agency, such as a 911 Center, the center must be under the Management Control of a criminal justice User Agency. A written Management Control agreement must be executed between the User Agency and the Non-Criminal Justice Agency. The Management Control Agreement shall state that the User Agency has Management Control over the Non-Criminal Justice Agency. An up-to-date copy of the agreement must be available upon request from OLETS.

XI. Security

The User Agency shall adhere to the security standards documented in the FBI CJIS Security Policy, which include personnel, physical and technical security, as well as user authorization and dissemination.

XII. Compliance

The User Agency shall comply with all CJIS and CSA audit requirements. The User Agency shall comply with all requirements regarding access, use, and dissemination of CJI and/or criminal history record information. The User Agency shall comply with all quality assurance procedures, including maintaining accurate, complete, up-to-date, and valid records. The User Agency shall submit, modify, update, and remove data as soon as information is available, processed, and transmitted. The User Agency shall ensure that all personnel uses the OLETS systems only for authorized purposes. The User Agency shall have procedures in place for the annual validation of OLETS user access, the biennial validation of Originating Agency Identifiers (ORIs), and the validation of NCIC records. The User Agency shall be responsible for computer security incident reporting to OLETS.

XIII. Penalties for Non-Compliance

Any non-compliance with the terms of this agreement concerning the use and dissemination of criminal history record information may subject the OLETS User Account holder or OLETS User Agency to a fine of not

more than

\$10,000 as provided for in the Department of Justice Regulations, Chapter 1 Title 28, CFR, Part 20, Subpart 20.25 and/or discontinuance of service as provided by the Department of Justice Regulations, Chapter 1, Title 28, CFR, Part 20, Subpart 20.38.

Any person charged with custody and dissemination of confidential and privileged information or in receipt of such information from the OLETS system shall neither divulge nor disclose any such information except to federal, state, county, and/or city law enforcement or criminal justice agencies. Any person violating this section may be held responsible for violations of 47 O.S.2 § 2-129 - 2-124.

XIV. Notifications

The User Agency agrees to request OLETS contract termination in writing under the authority of the Agency Head. The written notice shall be sent to OLETS electronically via the email address olets.assistance@dps.ok.gov. If electronic submission is not possible, the User Agency agrees to contact the User Agency's active Compliance Services Representative to find an alternative solution. OLETS agrees to respond within five business days affirming or requesting changes for the desired termination.

User Agency Agreement Signatory Page

The CSO reserves the right to appoint a Designee to act on their behalf in all aspects granted to the CSO as part of this agreement. This agreement will remain in effect after the acting CSO or the Agency Head vacates his/her position or until it is affirmatively amended or rescinded in writing. This agreement does not confer, grant, or authorize any rights, privileges, or obligations to any third party. Each party hereby acknowledges the requirements set out in this User Agency Agreement. The User Agency further acknowledges that a failure to comply with these requirements may subject the User Agency to OLETS sanctions that range from the suspension of access to termination of services.

The User Agency Agreement is a formal expression of the purpose and intent of both parties and is effective when signed by both parties. It may be amended by the deletion or modification of any provision contained therein, or by the addition of new provisions, after the written concurrence of both parties.

X _____
User Agency Head's Signature Date

X _____
User Agency Head's Printed Name Agency Title

X _____
Governing Body Authority Signature Date

X _____
Governing Body Authority Printed Name Title

X _____
DPS OLETS Representative Signature Date

X _____
DPS CJIS Systems Officer

CHICKASHA

Meeting Type: Council Agenda 9-3-2024

Meeting Date: 9/3/2024

Department: Police Department

Agenda Item No. 4.c.

AGENDA ITEM: Accept renewal of the VistaCom annual maintenance agreement for the Police Department.

I. BACKGROUND/DESCRIPTION:

The Chickasha Police Department utilizes an Eventide recorder to document all phone calls and radio traffic in and out of the Communications Center. This is the renewal of the annual maintenance contract for the equipment in an amount not to exceed \$7,763.00.

II. RECOMMENDED ACTION:

Accept the renewal of the VistaCom maintenance agreement and authorize the Chief of Police to sign the same.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Goebel Music Chief of Police	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: 09.03.2024	(From)		

V. ATTACHMENTS:

1. VistaCom Maintenance Renewal



VISTA COM and the undersigned Customer hereby agree that VISTA COM shall perform onsite maintenance service for the Customer of the equipment at the location designated, as provided in this Agreement. This Maintenance Contract is issued between Chickasha Police Dept. ("Client") and VISTA COM ("Contractor"), effective October 1, 2024 (the "Agreement"). This Maintenance Contract is subject to the terms and conditions contained below in this Agreement between the parties and is made a part thereof. Any term not otherwise defined herein shall have the meaning specified in the Agreement. In the event of any conflict or inconsistency between the terms of this Maintenance Contract and the terms of this Agreement, shall govern and prevail.

1. Maintenance Contract to Perform Services to Chickasha Police Dept.

a. Date: August 15, 2024	b. Maintenance Performed By: Vista Com 9824 Whithorn Drive Houston, TX 77095 (800) 708-6423	c. Maintenance Performed For: Chickasha Police Dept. 2001 W. Iowa Ave Chickasha, OK 73018 405-222-6056
------------------------------------	--	---

2. Warranted Equipment

a. Description:
Serial #: 745103067

3. Terms of Agreement

- a. Initial Term: This agreement shall be for a term of (12) months beginning on October 1, 2024
- b. Maintenance Agreements Only (after 1st year warranty) – Periods after the initial product warranty are serviced through extended maintenance programs. Terms are subject to signed and agreed dates. Maintenance agreements will automatically renew for a like term for up to four (4) additional renewal terms, unless either party hereto notifies the other party hereto otherwise, in writing thirty (30) days prior to the termination of the preceding term. The service fee for each term for warranted equipment, due to the ageing and wear of the various products over time, as well as any additions or changes in above equipment requested by customer, is subject to being increased on a yearly basis.
- c. Vista Com will provide component coverage and software support where physically and technically possible as per the manufacturer's guidance. In the event of an issue creating a void in support due to the lack of industry components, Vista Com spares, or obsolete software, Vista Com will notify the customer immediately of the discovery of such issues as they arise. Vista Com at all times will exercise good faith attempt at resolving all issues.

4. Charges for Services

The customer shall be billed annually by VISTA COM as prepaid on or before the date the agreement is in effect, beginning with the date of execution of this agreement. If not tax exempt, the customer shall also pay all state and local sales, use and excise taxes, directly or indirectly levied, based on the fees paid hereunder. The customer agrees to pay VISTA COM any increased fees based on additions or changes in the above equipment requested by the customer. VISTA COM may refuse to render any and all further services if the customer is not current on all payments required under this Agreement. VISTA COM retains the right, at its sole discretion, to perform further work on a CASH basis to be paid in advance of the work performed.

5. Service by VISTA COM

While this agreement is in force and effect, VISTA COM will perform the following services.

- a. 24 hours, 365 days per year, 1-800-Technical support line (typical office hours 8-5, M-F)
- b. All replacement parts and labor

VISTA COM agrees to maintain the above-described Warranted Equipment in good working condition during the term of the agreement. There will be no charge to the customer by VISTA COM for parts, labor, or technical support except as provided in this agreement.

6. Exclusions

The maintenance / service agreement does not extend to any equipment or software that has been:

- Subjected to misuse, neglect, or abuse.
- Repaired, altered, or installed by anyone other than a designee of VISTA COM for the duration of the contract; or
- Request other than email (support@vistacomtx.com), web form, or service line (1-800-708-6423, option 4) are not considered service events.
- Equipment altered by fire, water, war, riot, sabotage, explosion, acts of God or any similar or dissimilar cause beyond VISTA COM's control. Repairs shall be paid for by the customer at VISTA COM's then-prevailing rates for similar service or equipment to be determined on the date which VISTA COM performs the repairs.
- Any adds/moves/or changes to original configuration.

Where service events are excluded from warranty or maintenance due to the reasons above, the customer shall pay the greater of \$225 or the then-prevailing rates for similar service or equipment, minimum \$450 per event.

7. Remote Diagnostics

Customer agrees to provide a method for Vista Com service personnel to access the recording equipment remotely to adhere to stated service level response. Remote connection can be accomplished in one of the following suggested methods:

- VPN Tunnel – customer will allow Vista Com support technicians access to the recording equipment by virtual private network.
- Internet Access – the customer will provide access to the recorder via an Internet connection.
- Supervised, Non-Supervised – at the customer's discretion, the linkage to Vista Com service personnel can be connected at time of need as opposed to full time.

8. Service Level Agreement

Vista Com will respond to service events depending upon service level need.

Service Level 1: A production product is unusable, is causing data loss/corruption, or fails catastrophically in response to internal error or user error (e.g., unable to record or archive on a significant number of channels).

Service Level 2: Important product features do not function in accordance with the documentation (e.g., unable to playback).

Service Level 3: Minor impact to a Product that restricts use of features and functionality of the Product; any how-to/help requests; any Documentation error; non-critical activity log messages.

Response Time:

Maintenance	Service Level	Response
Hours of Coverage	Service Level 1	24/7, 365
	Service Levels 2 & 3	Monday-Friday 8:00 AM to 5:00 PM (Central Time)
Response Time	Service Level 1	1 hour
	Service Level 2	2 business hours
	Service Level 3	4 business hours
Delivery Time for Replacement Parts/Onsite Timeframe	Service Level 1	Next day
	Service Level 2	Next business day
	Service Level 3	3 business days

Non-emergency, on-site service outside of 8:00am-5:00pm CT Monday through Friday, after hours, weekends, or Vista Com observed holidays are outside the scope of this contract for non-emergency services (i.e., training, software upgrades, and client software issues).

Holidays are as defined by Vista Com and encompass typical US business holidays and are subject to change without notice.

Holidays typically observed by Vista Com include:

New Year's Day	President's Day	Independence Day	Thanksgiving (2)
Good Friday	Memorial Day	Labor Day	Christmas (2)

Depending on specific days on which holidays fall, Christmas Eve, New Year's Eve or the day after Christmas and the day after New Year's may be observed. In the execution of this plan Vista Com will use commercially reasonable efforts to provide Customer with telephone and on-site support services for or arrange for the support of the product in accordance with this plan.

9. Jurisdiction and Governing Law

This Agreement, and any exhibits attached hereto, if any, shall be governed by the laws of the State of Texas, where home office is located. This presiding entity shall have exclusive venue in all matters concerning this Agreement.

10. Entire Agreement

This writing, and any exhibits attached hereto, if any, constitutes the entire Agreement between the parties. Any and all other written or oral agreements existing between the parties hereto regarding such transactions are expressly rescinded, withdrawn and canceled, and Customer agrees that it will not and has not relied upon any prior written or verbal representations of any principal, officer, employee, agent or representative of VISTA COM. Customer further warrants and represents the he is relying on his own judgment and Customer has reviewed this entire Agreement in detail and has satisfied itself as to the content of this Agreement.

11. Amendment

Chickasha Police Dept.		VISTA COM	
Signed:		Signed:	<i>Robyn Wolverton</i>
Printed Name:		Printed Name:	Robyn Wolverton
Title:		Title:	Operations Manager
Date:		Date:	8.15.2024

This Agreement may be waived, amended or supplemented only in writing executed jointly by VISTA COM and the Customer. **IN WITNESS WHEREOF**, the parties hereto have caused this Maintenance Contract to be effective as of the day, month and year first written above.



Vista Com
9824 Whithorn Drive
Houston, TX 77095
(800) 708-6423

Bill To:
Chickasha Police Department 2001 W.Iowa Avenue Chickasha, OK 73018 United States

Date	Invoice
08/15/2024	7492
Account	
Chickasha Police Dept.	

Terms	Due Date	PO Number	Reference	
Net 46	09/30/2024		Annual Billing for 2024-2025	
Thank you for your business!				

Managed Services Details	Quantity	Price	Amount
Agreement Eventide DX Maintenance			\$7,763.00
Total Managed Services Details:			\$7,763.00
Annual maintenance for your recording server #745103067 Coverage Dates: 10/1/2024 thru 9/30/2025			
If sending a check please remit to: 9824 Whithorn Drive Houston, TX 77095 NEW ACH INFORMATION City National Bank Account: 211041080 Routing: 122016066	Invoice Subtotal:		\$7,763.00
	Sales Tax:		\$0.00
	Invoice Total:		\$7,763.00
	Payments:		\$0.00
	Credits:		\$0.00
	Balance Due:		\$7,763.00

Record, Interact, Optimize

CHICKASHA

Meeting Type: Council Agenda 9-3-2024

Meeting Date: 9/3/2024

Department: Library

Agenda Item No. 4.d.

AGENDA ITEM: Authorize the surplus of withdrawn library books and received donations, and donate to the Friends of the Library.

I. BACKGROUND/DESCRIPTION:

The library regularly withdraws books that are damaged, not circulating, or outdated. Also, the library regularly receives donations (a few thousand per year) from the public. The Library Director determines if any of these books should be added to the library collection. In FY24 178 books were added, with a value of \$2,918. Thank you public. This determination adheres to the library's material selection policy, which can be found on the library's website <https://chickashapl.okpls.org/wp-content/uploads/2024/01/Materials-Selection-Policy-October-2023.pdf>. It is hereby requested that the books not selected to be added to the library collection be donated to the Friends of the Chickasha Public Library for their annual used book sale. The proceeds from the book sale are donated back to the library through purchases of new books and other items. Recent book sales have received about \$4,000 each year.

II. RECOMMENDED ACTION:

To surplus withdrawn library books and donated books and donate to the Friends of the Library.

III. FISCAL INFORMATION - The value of withdrawn items is undetermined due to the reason for withdrawal. For example, many books are withdrawn because they are no longer physically usable, therefore they have no value. Many books may no longer have value due to the publication date making their information outdated. Likewise, the value of all the donated items is undetermined. The donated items which are selected to be added are valued at today's current prices on Amazon.

IV. FUND INFORMATION:

Dept. Director: Lillie Huckaby Library Director	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT

Meeting Date: City Council Meeting September 3, 204 Item ID: 2024-465	(From)	
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V. ATTACHMENTS:

CHICKASHA

Meeting Type: Council Agenda 9-3-2024

Meeting Date: 9/3/2024

Department: Community Development

Agenda Item No. 4.e.

AGENDA ITEM: Appointment of Sierra Leatherwood to the Historical Preservation Committee replacing Pam McKissic with a term of June 30, 2026.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Appoint Sierra Leatherwood to the Historical Preservation Committee, replacing Pam McKissic with a term of June 30, 2026.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Rachel Bernish, Asst. City Manager	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: September 3, 2024	(From)		

V. ATTACHMENTS:

- 20240828111444648

CHICKASHA

CITY OF CHICKASHA APPLICATION FOR BOARD OR COMMISSION MEMBERSHIP

Return completed application to:
City Clerk's Office
117 North 4th Street
Chickasha, OK 73018
Fax: 405-222-6004

Please type or use black ink
For questions or additional information, call the City Clerk's Office, (405) 222-6001

Name: Sierra Leatherwood

(Please print legal name and your name as you wish it to appear, if different.)

Personal Information	Occupational Information
Home Address: <u>1315 S. 19th Chickasha</u>	Business Name: <u>Tans Unlimited</u>
Mailing Address: _____	Occupation: <u>Owner</u>
Telephone: <u>405-320-1512</u> Fax: _____	Address: <u>320 W. Chickasha</u>
E-Mail: <u>Sierra.leatherwood@gmail.com</u>	Telephone: <u>224-1152</u> Fax: _____
Chickasha Resident for <u>35</u> years County: <u>Grady</u> - <u>35</u>	E-Mail: <u>tansunlimitedok@gmail.com</u>
Drivers License No.: _____	

Which Council Ward do you live in? 4

Prior work experience: (please include dates)

Tans Unlimited owner - 08-2022 - present
stay at home mom 2012 -

Educational Achievement:

High School Graduate? ☒ Yes ☐ No Year Graduated/Left School? 2007
Business College, Correspondence School, Adult Education, Other? Rose State - Nursing
Name of College/University: _____ ☐ Bachelor's ☐ Master's ☐ PhD

Volunteer Work: (please include dates)

JSW - Junior Social Workers - year 10 of 10 - 2019
BWECC PTO - 2019-2021
Grand PTO - 2022-2024

I AM INTERESTED IN SERVING ON THE FOLLOWING BOARDS OR COMMISSIONS:
(Please limit your selection to no more than three. List in order of preference: 1, 2, 3.)

- _____ Aviation Board
- _____ Board of Adjustment
- _____ Cemetery Board
- ☒ Historic Preservation Commission
- ☒ Chickasha Industrial Authority
- ☒ Library Board
- ☒ Planning Commission
- ☒ Parks and Rec Board

Are you presently serving on a City board or commission? ☐ Yes ☒ No

If so, please list: _____

Please list any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission:

We are currently moving our salon into a historic building on Chickasha Ave. We love all the history of downtown.

Are you presently serving on or have experience on a board or commission other than the City of Chickasha? ☐ Yes ☒ No

If so, please list: _____

Please specify any business or personal relationships with the City or other activities, which might create a serious conflict of interest or affect your ability to serve if you should be appointed to this board or commission:

Have you attended a meeting of the board/commission you are applying to or talked to anyone currently on the board? ☐ Yes ☒ No

Comments: _____

References:

Erica Alexander - 406-264-6361
Josh Woods - 405-474-4108
Sarah Vaness 405-274-4240

Statement of Intent

I am aware of the requirements of the City regarding conflicts of interest of appointees to the City of Chickasha Boards and Commissions. I am aware of meeting dates and times of the Board/Commission for which I have applied, and that Board/Commission members are expected to attend a minimum of 75 percent of regularly scheduled meetings annually of their Board/Commission. If appointed, I agree to serve on the Board/Commission for which I have applied. Applications will remain on file for one year from the date of receipt.

*I affirm that I am qualified to vote.

Signature:

Sienna Leatherman

Date:

8.10.2024

CHICKASHA



Meeting Type: Council Agenda 9-3-2024

Meeting Date: 9/3/2024

Department: Community Development

Agenda Item No. 4.f.

AGENDA ITEM: Approval of Non-Exclusive Master Services Agreement for Plan Review Services to Cornerstone Consulting

I. BACKGROUND/DESCRIPTION:

This will ensure speedy plan review services should development increase in the future so we can continue to provide easy and fast service in the Community Development Department

II. RECOMMENDED ACTION:

Approval

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: NAME, TITLE	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: September 3, 2024	(From)		

V. ATTACHMENTS:

- 20240828111659525



Non-exclusive Master Services Agreement

THIS NON-EXCLUSIVE MASTER SERVICES AGREEMENT (the "Agreement") is made as of 15 July 2024 (the "Effective Date") by and between: Cornerstone Consulting Firm (the "Consultant"), located at P.O. Box 764, Choctaw, OK 73020 and the City of Chickasha Office of Community Development (the "Client"), located at 117 N. 4th St., Chickasha, OK 73018 (referred to herein collectively as the "Parties," and individually as a "Party").

WHEREAS, Client wishes to engage Consultant to perform certain services and to create and deliver certain deliverables (collectively the "Services") as more particularly described in this Agreement, and Consultant desires to render such Services for Client in accordance with the terms herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein, the Parties hereby agree as follows:

1. SERVICES OF CONSULTANT.

1. SERVICES OF CONSULTANT. Consultant shall provide the Services to Client as defined below. Consultant shall perform all Services under this Agreement in compliance with all applicable laws and/or legal requirements. Consultant represents and warrants that any work product of any kind created in connection with this Agreement shall not infringe the intellectual property rights of any third-party person and/or entity.

1.1 Services Description & Deliverables.

Cornerstone Consulting Firm will provide Plan Review Services for the City of Chickasha Office of Community Development, when needed. When services are needed, the City of Chickasha Office of Community Development will notify Cornerstone Consulting Firm by email or another method of communication acceptable to the Parties.

1.2 Timeline of Services.

The Consultant will complete any plan review assignment within 14 days of being notified, unless another timeline is agreed to in writing by the Parties.

1.3 Additional Services.

If, and to the extent that, the Client requests Consultant to render services on behalf of the Client other than those required to be rendered under this Agreement, the Parties shall sign an addendum to this Agreement outlining the additional services desired by Client and the fees associated with such additional services.

2. TERM & TERMINATION.

2.1 Term of the Agreement.

The term of this Agreement shall begin as of the Effective Date written above, and shall continue for a period of one (1) year (the "Initial Term"). After the Initial Term, this Agreement shall renew for renewal periods of [ENTER APPLICABLE TIME PERIOD] (each a "Renewal Term") until the Agreement is terminated by either Party hereto in accordance with the terms of Paragraph 2.2 below.

Notwithstanding anything in this Agreement to the contrary, either Party hereto may terminate this Agreement for any reason, without liability, upon thirty (30) days' prior written notice to the other Party. Termination will not, however, relieve either Party of obligations incurred prior to the effective date of the termination, including, but not limited to, any payments owed by Client to Consultant for Services rendered through the effective date of termination.

3. COMPENSATION.

Client shall pay Consultant in accordance with the payment terms provided below.

3.1 Fees.

Client agrees to compensate Consultant according to the following schedule:

\$500 or \$.15/sqft. whichever is greater for Commercial Building Permits

\$125 for Residential Building Permits

\$200 or \$2/sprinkler or device whichever is greater for Fire Protection System Permits, an additional \$50 will added to projects that include Fire Pumps or Standpipes; \$100 will be added to projects that contain both

Resubmittals, submittals in response to correction comments, will be handled on a case by case basis, but in no case shall exceed 1/2 of the above fee. Fee must be agreed to by the Parties.

Revisions, submittals not prompted by correction comments, will be handled on a case by case basis, but in no case will exceed the above fee. Fee must be agreed to by the Parties.

There shall be no charge for reviews of substantially incomplete projects.

3.2 External Costs.

Client shall not be responsible for any and all external costs incurred by Consultant in rendering the Services for Client.

3.3 Payment Terms.

Client agrees to pay any and all invoices issued by Consultant to Client within fourteen (14) days of the date in which the invoice is submitted by Consultant to Client.

3.4 Reimbursement of Expenses.

Client shall reimburse Consultant for travel and/or other ordinary and necessary expenses incurred by Consultant that are directly attributable to the Services being provided by Consultant to Client hereunder. These expenses must be agreed to, in writing, by the Parties.

4. CONFIDENTIALITY.

Confidential Information shall include all information conveyed by the Client to Consultant orally, in writing, by demonstration, or by other media. Confidential Information may include, by way of example but without limitation, data, know-how, contacts, contracts, software, formulas, processes, designs, sketches, photographs, plans, drawings, specifications, samples, reports, information obtained from previous and/or current participants in programs of Client, and information relating to the transactional procedures of Client. Confidential Information shall not include information, generally known or available to the public, through no act or omission on the part of Consultant.

Both Parties represent that they are fully authorized and empowered to enter into this Agreement, and that the performance of the obligations under this Agreement will not violate or infringe upon the rights of any third-party or violate any agreement between the Parties and any other persons, firm or organization or any law or governmental regulation.

6. OWNERSHIP OF WORK PRODUCT.

6.1 Client ownership.

Consultant agrees that notes, data, reference items, records and any other documents or materials relating in any way to work product of any kind created by Consultant solely in connection with this Agreement or Confidential Information belong exclusively to Client. Consultant agrees to immediately deliver to Client all such documents and/or materials which are in Consultant's possession, custody or control upon the request of Client or, in the absence of such request, upon termination of this Agreement.

6.2 Consultant agreement.

Consultant hereby assigns fully to Client, and agrees to assign to Client at the time of the creation of any work product uniquely created by Consultant for Client of any kind, all right, title, and interest in and to work product and any and all copyrights, patents and/or other intellectual property rights relating thereto.

6.3 Limitations.

Consultant will retain all interest in, and ownership of, its intellectual property existing prior to this Agreement or developed outside the scope of the Services of this Agreement and/or any applicable SOW that is utilized by Consultant in the rendering of the Services hereunder. Consultant hereby grants to Client, a perpetual, non-exclusive, royalty-free license for use of any pre-existing intellectual property utilized by Consultant in rendering the Services hereunder that is included in any work product submitted to Client or created by Consultant in connection with the Services.

7. LIABILITY OF CONSULTANT & INDEMNIFICATION.

Consultant's liability hereunder shall not exceed the amount paid by Client for services rendered by Consultant in the month prior to which any claim arose.

8. DISCLAIMER OF WARRANTIES.

Notwithstanding anything to the contrary in this Agreement, Consultant makes no representations of and disclaims all warranties, express or implied, including the implied warranties of merchantability, fitness for a particular purpose with respect to the Services to the extent permitted by applicable law. Consultant makes no representations or warranties as to the success of the Services for any purpose or use. Past results are in no way a guarantee of results for any current client of Consultant. Client hereby disclaims that it is relying upon or has relied upon any representations or warranty not included in this Agreement that may have been made by any person, and acknowledges and agrees that Consultant disclaims any such other representations and warranties.

9. CONFLICTS.

Consultant asserts and represents the ability to enter into this Agreement without any imposition or claim of conflict of interest or of any ownership right to any inventive concept, trade secret, or other Confidential Information arising out of or

10. INDEPENDENT CONTRACTOR STATUS.

In providing the Services under the terms of this Agreement, Consultant is acting in the capacity of an independent contractor and not as an employee of Client. In such capacity, Consultant is not eligible to participate in any of Client's employee benefits programs, including, but not limited to, group insurance, retirement, vacation, and any other benefits. As an independent contractor, Consultant assumes full responsibility for making all proper federal, state, and local income, professional, business and occupation, and social security and payroll tax payments, for Consultant and all of Consultant's employees, and will file all returns and forms required under this Agreement.

11. MISCELLANEOUS PROVISIONS.

11.1 Entire Agreement.

This Agreement constitutes the entire agreement between Consultant and Client with respect to the subject matter of this Agreement. This Agreement may be amended only in writing executed by both Parties.

11.2 Governing Law.

THIS AGREEMENT SHALL BE GOVERNED AND CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF OKLAHOMA. VENUE SHALL BE IN THE DISTRICT COURT OF GRADY COUNTY, OKLAHOMA.

11.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures transmitted by facsimile or electronic transmission by .PDF or otherwise shall be considered valid, binding and effective for all purposes.

11.4 No Assignment.

This Agreement is not assignable by either Party, whether by operation of law or otherwise, without the prior written consent of the other Party.

11.5 Use of Other Party's Name.

Except as required by law, before either Party uses the name of the other Party or refers to the existence or terms of this Agreement in any publication or other public disclosure, it shall first obtain the written permission of the other Party.

11.6 Severability.

If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be adjusted rather than voided, if possible, in order to achieve the intent of the Parties to the fullest extent possible. In any event, all other provisions of this Agreement shall be deemed valid and enforceable to the fullest extent possible.

11.7 Notice.

All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given. All communications shall be sent to the respective Parties at their email address, or mailing address as set forth above, or to such email address, or mailing address as subsequently modified by written notice given in accordance with this section.

11.8 Attorneys' Fees.

In the event of a breach by Client of the provisions of this Agreement, Consultant shall be entitled to recover against Client all reasonable attorneys' fees and costs, including expert witness fees or expenses, incurred by Consultant in connection with any claim against Consultant arising out of Client's breach of this Agreement.

11.9 Force Majeure.

No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other Party under this Agreement), when and to the extent the failure or delay is caused by or results from acts beyond the impacted Party's ("Impacted Party") reasonable control (which events may include natural disasters, embargoes, explosions, riots, wars or acts of invasion or terrorism, requirements of law, national or regional emergency) (each, a "Force Majeure Event"). A Party shall give the other Party prompt written notice of any event or circumstance that is reasonably likely to result in a Force Majeure Event, and the anticipated duration of such Force Majeure Event. An affected Party shall use all diligent efforts to end the Force Majeure Event, ensure that the effects of any Force Majeure Event are minimized, and resume full performance under this Agreement.

11.10 Headings.

The headings used herein are for convenience only and are not a part of this Agreement.

THE PARTIES HERETO AGREE TO THE FOREGOING AS EVIDENCED BY THEIR SIGNATURES BELOW.



Cornerstone Consulting Firm
Bryant VanFossen, Principal & Co-Founder
bryant@cornerstonefireconsulting.com
Signed on August 15, 2024

City of Chickasha

CHICKASHA

Meeting Type: Council Agenda 9-3-2024

Meeting Date: 9/3/2024

Department: Community Development

Agenda Item No. 4.g.

AGENDA ITEM: Acceptance for 3 Standard Supplemental Easements and Right of Way Agreements with PSO

I. BACKGROUND/DESCRIPTION:

Standard Easement expansion to meet new safety guidelines for PSO

II. RECOMMENDED ACTION:

Approval

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: NAME, TITLE	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: September 3, 2024	(From)		

V. ATTACHMENTS:

1. 12A City of Chickasha IOP
2. 18A City of Chickasha IOP
3. 67A City of Chichasha IOP



July 31, 2024

IMPORTANT INFORMATION ABOUT YOUR PROPERTY

The City of Chickasha, a Municipal Corporation
117 North 4th Street
Chickasha, Oklahoma 73018

RE: South Chickasha Transmission Improvements Project – Supplemental Easement Offer

Dear Neighbor,

You are receiving this letter because you own property or live in the area near Public Service Company of Oklahoma's (PSO) South Chickasha Transmission Improvements Project.

The project involves rebuilding about 5 miles of 138-kilovolt transmission line between PSO's Cornville Substation located about 3 miles southeast of Chickasha and PSO's Norge Road Substation in Chickasha. For more project information please review the enclosed fact sheet or visit PSOklahoma.com/SouthChickasha.

In preparation for this project, PSO representatives look to supplement an existing easement on your property to meet updated standards for the safe construction, operation and maintenance of the transmission line.

As part of this process, PSO representatives ask that you please:

- Review the enclosed Supplemental Easement Offer, which modifies the company's rights on your property
- Review the enclosed Survey Exhibit, which displays the approximate location of the easement
- Review the enclosed Easement Payment Schedule, which includes PSO's offer based on its assessed value, and W-9
- Complete the enclosed Special Conditions Report. This alerts us to gates, pets, children, septic systems and other things on your property that we should be aware of.

Contract Land Staff (CLS) serves as PSO's right-of-way representative for this project. You can expect to hear from a CLS right-of-way agent regarding the enclosed documents within the coming weeks. If you have immediate questions, you can contact me at (405) 310-9888 or jordan.bishop@contractlandstaff.com.

Sincerely,

Jordan Bishop
Right-of-Way Agent
CLS represents PSO

Enclosures: Supplemental Easement Offer, Survey Exhibit, Easement Payment Schedule, Special Conditions Report and W-9

Line Name: Cornville - Southwestern Power Station

Line No.: TLN114:0509 **Easement No.:** 12A

SUPPLEMENTAL EASEMENT AND RIGHT OF WAY

On this ____ day of _____, 2024, **The City of Chickasha, a Municipal Corporation**, whose address is 117 North 4th Street, Chickasha, Oklahoma 73018, (“Grantor”), whether one or more persons, owns an interest in a tract of real property that is more particularly described lands of the Grantor, situated in the State of Oklahoma, Grady County, in part of the Southwest Quarter of the Southeast Quarter of the Southwest Quarter of Section 5, Township 6 North, Range 7 West of the Indian Meridian in that certain document, dated 07/31/1978 recorded in Book 1109, Page 4 of the real property records of Grady County, Oklahoma, and such tract is subject to easements and rights-of-way granted in favor of Public Service Company of Oklahoma.

Public Service Company of Oklahoma, a(n) Oklahoma corporation, a unit of American Electric Power, whose principal business address is 1 Riverside Plaza, Columbus, Ohio 43215, (“AEP”) is the current owner and holder of the rights, title, and interest, or a portion thereof, granted in or arising under that certain right of way and easement, dated 3/20/2023, and recorded in Book 6159, Page 506 of the official records of Grady County, Oklahoma (the “Original Easement”).

NOW, THEREFORE, in consideration of the sum of Ten and NO/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, conveys and warrants this Supplemental Easement and Right of Way (“Easement”) to AEP for electric transmission, distribution, and communication lines and appurtenant equipment and fixtures, being, in, on, over, under, through and across to supplement the Original Easement insofar as it encumbers such tract of real property owned by Grantor as more particularly described above.

Auditor/Key/Tax Number: 0000-05-06N-07W-3-007-00

The location, width, and boundaries of the easement area are hereby revised, modified, and clarified to be as described and depicted on Exhibit “A”, attached hereto and made a part hereof (“Easement Area”).

The Easement is also supplemented by the addition of the following language:

AEP, its successors and assigns, are granted the right to construct, reconstruct, operate, maintain, alter, inspect and patrol (by ground or air), protect, repair, replace, renew, upgrade, relocate within the Easement Area, remove and replace poles, towers, and structures, made of wood, metal, concrete or other materials, including crossarms, guys, anchors, anchoring systems, grounding systems, underground conduits, ducts, vaults, transformers, pedestals, risers, pads, communications facilities, and all other appurtenant equipment and fixtures, and to string conductors, wires and cables. The electric facilities may consist of a variable number of towers, poles, wires, guys, anchors and associated fixtures, including the right to enlarge, and may transmit electricity of any voltage or amperage, together with the right to add to said facilities from time to time, and the right to do anything necessary, useful or convenient for the enjoyment of the Easement Area herein granted, together with the privilege of removing at any time any or all of said facilities erected on the Easement Area.

AEP and its successors and assigns, shall have the right, in AEP's reasonable discretion, to cut down, trim, and otherwise control, using herbicides or tree growth regulators, or other means, and at AEP's option, to remove from the Easement Area any and all trees, overhanging branches, vegetation, brush, including all root systems or other obstructions. AEP shall also have the right to cut down, trim, remove, and otherwise control trees situated on lands of the Grantor which adjoin the Easement Area, when in the reasonable opinion of AEP those trees may endanger the safety of, or interfere with the construction, operation or maintenance of AEP's facilities or ingress or egress to, from or along the Easement Area.

AEP and its successors and assigns are granted the right of unobstructed ingress and egress, at any and all times, on, over, across, along and upon the Easement Area, and across the adjoining lands of Grantor as may be reasonably necessary to access the Easement Area for the above referenced purposes.

In no event shall Grantor, its heirs, successors, and assigns plant or cultivate any trees or place, construct, install, erect or permit any temporary or permanent building, structure, improvement or obstruction including but not limited to, storage tanks, billboards, signs, sheds, dumpsters, light poles, water impoundments, above ground irrigation systems, swimming pools or wells, or permit any alteration of the ground elevation, over or within the Easement Area. AEP may, at Grantor's cost, remove any structure or obstruction if placed within the Easement Area and may re-grade any alterations of the ground elevation within the Easement Area. AEP shall repair or pay Grantor for actual damages to growing crops, fences, gates, field tile, drainage ways, drives, or lawns caused by AEP in the exercise of the rights herein granted.

The failure of AEP to exercise any of the rights granted herein, including but not limited to the removal of any obstructions from the Easement Area, shall not be deemed to constitute a waiver of the rights granted herein and the removal of any facilities from the Easement Area shall not be deemed to constitute a permanent abandonment or release of the rights granted herein.

Except as modified by this Supplemental Easement and Right of Way, all terms and provisions of the Original Easement and all rights arising in connection with the Original Easement shall remain in full force and effect, and the Original Easement shall keep its priority in title as of the date of its recording. Those provisions and rights are expressly ratified, reaffirmed by and incorporated within this Supplemental Easement and Right of Way. The Original Easement along with this Supplemental Easement and Right of Way shall for all purposes function as a single instrument,

however, to the extent any terms or provisions of the Original Easement conflict with, limit or are inconsistent with any term or provision of the Supplemental Easement and Right of Way, the terms and provisions of this Supplemental Easement and Right of Way shall control. Nothing herein will in any manner vary, change, modify, or restrict the rights and privileges that AEP may have acquired through any instrument other than the Original Easement or by any other means.

The terms and conditions as supplemented by this instrument, are the complete agreement, expressed or implied between the parties hereto and shall inure to the benefit of and be binding on their respective successors, assigns, heirs, executors, administrators, lessees, tenants, licensees, and legal representatives.

This instrument may be executed in counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument.

Any remaining space on this page intentionally left blank. See next page(s) for signature(s).

IN WITNESS WHEREOF, said Grantor has executed the Easement effective the day, month and year first above written.

GRANTOR

The City of Chickasha, a Municipal Corporation

By: _____

Print Name: _____

Title: _____

State of Oklahoma §

§

County of Grady §

This instrument was acknowledged before me on the _____ day of _____, 2024, by _____, _____ of The City of Chickasha, a Municipal Corporation, a(n) Oklahoma Corporation, on behalf of said corporation.

In Witness Whereof, I have subscribed by name and affixed my official seal.

Notary Public

Print Name: _____

My Commission Expires: _____

This instrument prepared by Thomas G. St. Pierre, Associate General Counsel - Real Estate, American Electric Power Service Corporation, 1 Riverside Plaza, Columbus, OH 43215 - for and on behalf of **Public Service Company of Oklahoma**.

When recorded return to: American Electric Power - Transmission Right of Way, 212 E. 6th Street, Tulsa, OK 74119.

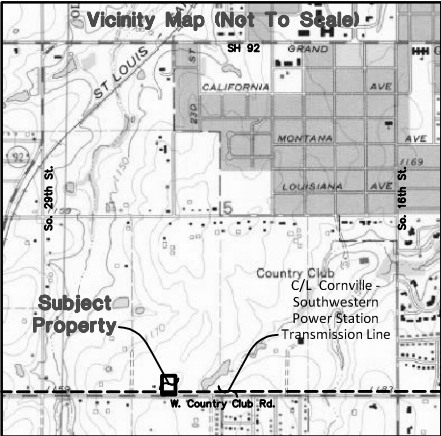
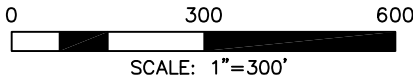


Exhibit "A"

LEGEND

P.O.B.	POINT OF BEGINNING	P.O.R.	POINT OF REFERENCE
---	RIGHT-OF-WAY LINE	●	FOUND CORNER (As described)
---	ROAD RIGHT-OF-WAY LINE	⊙	SET #4 REBAR W/ PLAS. CAP MKD. "LS 1269 CA 4066" OR MAGNIL W/ WASHER MKD. "OK CA 4066 AR CA 1583" IN PAVED SURFACES
---	EASEMENT AREA	□	EXISTING BUILDING
PL	PROPERTY LINE		



John M. Webb 7/21/24
JOHN M. WEBB
PROFESSIONAL SURVEYOR NO: 1269

- 8A Tama J. Gilbreath, a single person, former wife of grantor; PID: 0000-05-06N-07W-3-017-00; Bk. 2614/Pg. 317, Bk. 3715/Pg. 488
- 9 Glen Wade Dunkin, a married person & Hunter Dunkin, a single person, as joint tenants; PID: 0000-05-06N-07W-3-023-00; Bk. 5541/Pg. 168
- 10A T.E. Harwell & Joan Harwell, Trustees of the T.E. Harwell and Joan Harwell Revocable Living Trust, dated the 21st day of September, 2011; PID: 0000-05-06N-07W-3-004-00; Bk. 4421/Pg. 477
- 11 Patrick Phillips & Amanda Phillips, husband & wife, as joint tenants; PID: 0000-05-06N-07W-3-011-00; Bk. 5991/Pg. 402
- 12A The City of Chickasha, a Municipal Corporation; PID: 0000-05-06N-07W-3-007-00; Bk. 1109/Pg. 4

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 89°58'31" E	1792.68'
L2	N 00°09'51" W	6.32'
L3	N 00°09'51" W	80.00'
L4	N 89°52'42" E	200.00'
L5	S 00°09'51" E	80.00'
L6	S 89°52'42" W	200.00'

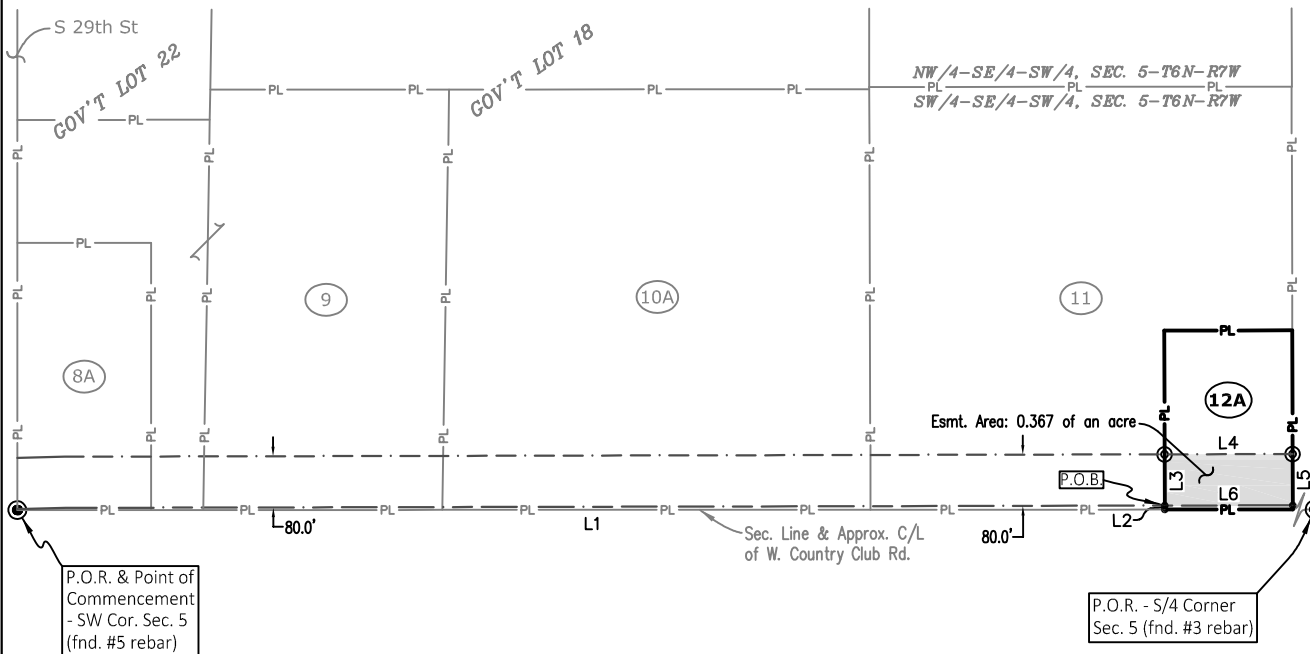
NOTES:

1) THIS DRAWING WAS PREPARED FOR THE LIMITED USE OF PUBLIC SERVICE COMPANY OF OKLAHOMA FOR EASEMENT PURPOSES ONLY AND IS NOT INTENDED TO REPRESENT A COMPLETE SURVEY OF THE PROPERTY.

2) LAND OWNERSHIP INFORMATION IS PROVIDED BY TITLE AGENCY. NO ADDITIONAL VERIFICATION HAS BEEN PERFORMED BY THE SURVEY COMPANY.

3) BEARINGS SHOWN HEREON ARE GRID, BASED ON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NAD 83 (2011), SOUTH ZONE.

4) DISTANCES SHOWN HEREON ARE SURFACE DISTANCES, DERIVED USING A COMBINED GROUND TO GRID SCALE FACTOR OF 0.99992987684945.



SURVEY AND MAPPING BY JOHN M. WEBB AND ASSOCIATES, INC.		
P. O. BOX 1628, AUSTIN, TEXAS, 78767, OK FIRM REG. # 4066		
LINE NAME: Cornville - Southwestern Power Station LINE NO: TLN114:0509		
EXISTING TRANSMISSION LINE RIGHT OF WAY EASEMENT: Supplemental Easement and Right of Way from The City of Chickasha, a Municipal Corporation, to Public Service Company of Oklahoma, an Oklahoma corporation, recorded in Book 6159, Page 506 of the Deed Records of Grady County, Oklahoma.		
PUBLIC SERVICE COMPANY OF OKLAHOMA		
Easement across the property of The City of Chickasha, a Municipal Corporation, containing 0.367 of an acre		
Part of the SW/4 of the SE/4 of the SW/4 of Section 5, Township 6 North, Range 7 West of the Indian Meridian, Grady County, Oklahoma		
DATE: 7/21/2024	SCALE: 1" = 300'	TRACT NO.: 12A

Line Name: Cornville - Southwestern Power Station

Line No.: TLN114:0509 **Easement No.:** 12A

EASEMENT PAYMENT SCHEDULE

THE UNDERSIGNED:

GRANTOR: The City of Chickasha, a Municipal Corporation

ADDRESS: 117 North 4th Street, Chickasha, Oklahoma 73018

HEREBY OFFER to accept amount as determined in accordance with the schedule below in full payment of the Easement and Right-of-Way for an electric transmission, distribution, and communication lines, being, in, on, over, under, through and across the land of the Undersigned situated in part of the Southwest Quarter of the Southeast Quarter of the Southwest Quarter of Section 5, Township 6 North, Range 7 West of the Indian Meridian, Grady County, State of Oklahoma, under an easement dated _____, 2024 from the Undersigned to the Company, to wit:

PAYMENT SCHEDULE

Easement Acquisition Cost Description:	Items Paid
Supplemental Easement Consideration Paid – 0.020 Acres +/- @ Unit Price of \$500.00	\$500.00
Existing Right of Way – 0.347 Acres +/- @ Unit Price of \$3,500.00 (Previously paid on 03/23/2023)	(\$3,500.00)
942 - Sub-Totals	\$500.00
Total Consideration includes Initial Consideration Paid	\$500.00

The amounts so determined are full payment for the Easement and Right-of-Way. Any construction damages will be paid separately unless noted above.

Accepted on _____, 2024

Signed on _____, 2024

Contract Land Staff, LLC, Contract Agent for:
Public Service Company of Oklahoma

GRANTOR:

The City of Chickasha, a Municipal Corporation

By: _____
Field Agent: Jordan Bishop

By: _____

Print Name: _____

Title: _____

For Office Use Only:

Attach Required W-9

GL	PCBU	Project BPID	Work Order	Account	Dept.	CC	Act	Easement Payment
114	TRANS	A20114001	T10244681001	1070001	10425	942	691	\$500.00

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
requester. Do not
send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☒ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐	
	5 Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
				-				-		
or										
Employer identification number										
					-					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date
------------------	--------------------------	------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



SPECIAL CONDITIONS FORM

Line Name: Cornville - Southwestern Power Station

Grady County, Oklahoma

Line No.: TLN114:0509

Tax Parcel No(s): 0000-05-06N-07W-3-007-00

Current Property Owner(s): _____

Property Address: _____

Mailing Address: _____

Phone Number(s): _____

Email(s): _____

Do you plan to sell this property within the next six months? _____ Yes _____ No

Do you have tenants who live on this property? _____ Yes _____ No

If yes, please list tenant name(s) and contact information: _____

ROW Information Checklist

Please identify items which are present on, under or across this property.

- | | |
|---|---|
| ☐ Water Wells/Septic Systems | ☐ Electrical Fence |
| ☐ Springs, Creeks, Marsh, Bog, Wetland | ☐ Livestock, Animals |
| ☐ Septic/Sewer Lines | ☐ Planted Crops |
| ☐ Sprinklers/Irrigation Systems | ☐ Mining |
| ☐ Drainage Tiles | ☐ Residences |
| ☐ Wells – Water, Gas, Petroleum | ☐ Property Corner Markers |
| ☐ Water Line(s) | ☐ Cemetery, Burial Grounds |
| ☐ Pipelines – Gas, Oil, Petroleum, Steam | ☐ Access Roads |
| ☐ Buried Cables – Electrical | ☐ Cultural or Historical |
| ☐ Buried Cables – Communication, Alarm, Signal | ☐ _____ |
| ☐ Invisible Pet Fence | ☐ _____ |

For special conditions, restrictions and additional information:

Line Name: Cornville - Southwestern Power Station

Line No.: TLN114:0509 **Easement No.:** 12A

SUPPLEMENTAL EASEMENT AND RIGHT OF WAY

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Public Service Company of Oklahoma, a(n) Oklahoma corporation, a unit of American Electric Power, whose principal business address is 1 Riverside Plaza, Columbus, Ohio 43215, (“AEP”) is the current owner and holder of the rights, title, and interest, or a portion thereof, granted in or arising under that certain right of way and easement, dated 3/20/2023, and recorded in Book 6159, Page 506 of the official records of Grady County, Oklahoma (the “Original Easement”).

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IN WITNESS WHEREOF, said Grantor has executed the Easement effective the day, month and year first above written.

GRANTOR

The City of Chickasha, a Municipal Corporation

By: _____

Print Name: _____

Title: _____

State of Oklahoma §

§

County of Grady §

This instrument was acknowledged before me on the _____ day of _____, 2024, by _____, _____ of The City of Chickasha, a Municipal Corporation, a(n) Oklahoma Corporation, on behalf of said corporation.

In Witness Whereof, I have subscribed by name and affixed my official seal.

Notary Public

Print Name: _____

My Commission Expires: _____

This instrument prepared by Thomas G. St. Pierre, Associate General Counsel - Real Estate, American Electric Power Service Corporation, 1 Riverside Plaza, Columbus, OH 43215 - for and on behalf of **Public Service Company of Oklahoma**.

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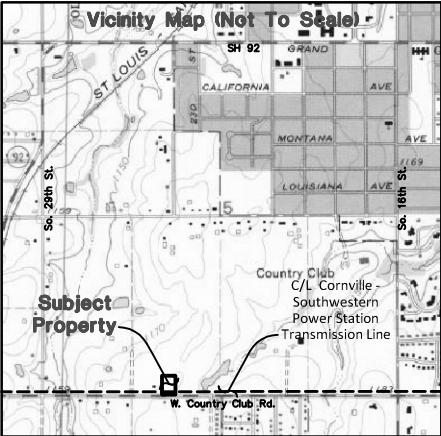
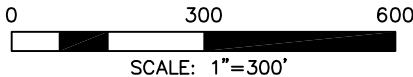


Exhibit "A"

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---	EASEMENT AREA		"LS 1269 CA 4066" OR MAGNIL
---	PROPERTY LINE		W/ WASHER MKD. "OK CA 4066
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			EXISTING BUILDING



John M. Webb 7/21/24
JOHN M. WEBB
PROFESSIONAL SURVEYOR NO: 1269

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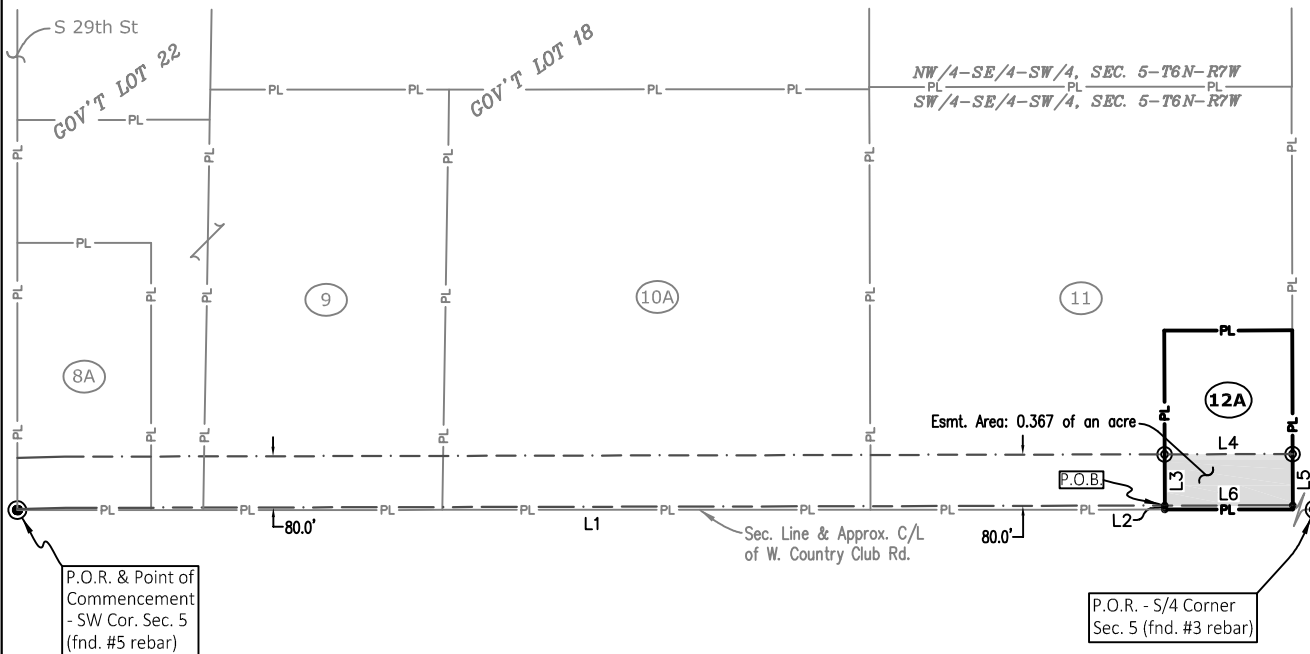
NOTES:

1) THIS DRAWING WAS PREPARED FOR THE LIMITED USE OF PUBLIC SERVICE COMPANY OF OKLAHOMA FOR EASEMENT PURPOSES ONLY AND IS NOT INTENDED TO REPRESENT A COMPLETE SURVEY OF THE PROPERTY.

2) LAND OWNERSHIP INFORMATION IS PROVIDED BY TITLE AGENCY. NO ADDITIONAL VERIFICATION HAS BEEN PERFORMED BY THE SURVEY COMPANY.

3) BEARINGS SHOWN HEREON ARE GRID, BASED ON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NAD 83 (2011), SOUTH ZONE.

4) DISTANCES SHOWN HEREON ARE SURFACE DISTANCES, DERIVED USING A COMBINED GROUND TO GRID SCALE FACTOR OF 0.99992987684945.



SURVEY AND MAPPING BY
JOHN M. WEBB AND ASSOCIATES, INC.

P. O. BOX 1628, AUSTIN, TEXAS, 78767, OK FIRM REG. # 4066

LINE NAME: Cornville - Southwestern Power Station
LINE NO: TLN114:0509

EXISTING TRANSMISSION LINE RIGHT OF WAY EASEMENT: Supplemental Easement and Right of Way from The City of Chickasha, a Municipal Corporation, to Public Service Company of Oklahoma, an Oklahoma corporation, recorded in Book 6159, Page 506 of the Deed Records of Grady County, Oklahoma.

PUBLIC SERVICE COMPANY OF OKLAHOMA

Easement across the property of The City of Chickasha, a Municipal Corporation, containing 0.367 of an acre

Part of the SW/4 of the SE/4 of the SW/4 of Section 5, Township 6 North, Range 7 West of the Indian Meridian, Grady County, Oklahoma

DATE: 7/21/2024 **SCALE: 1" = 300'** **TRACT NO.: 12A**

Line Name: Cornville - Southwestern Power Station

Line No.: TLN114:0509 **Easement No.:** 12A

EASEMENT PAYMENT SCHEDULE

THE UNDERSIGNED:

GRANTOR: The City of Chickasha, a Municipal Corporation

ADDRESS: 117 North 4th Street, Chickasha, Oklahoma 73018

HEREBY OFFER to accept amount as determined in accordance with the schedule below in full payment of the Easement and Right-of-Way for an electric transmission, distribution, and communication lines, being, in, on, over, under, through and across the land of the Undersigned situated in part of the Southwest Quarter of the Southeast Quarter of the Southwest Quarter of Section 5, Township 6 North, Range 7 West of the Indian Meridian, Grady County, State of Oklahoma, under an easement dated _____, 2024 from the Undersigned to the Company, to wit:

PAYMENT SCHEDULE

Easement Acquisition Cost Description:	Items Paid
Supplemental Easement Consideration Paid – 0.020 Acres +/- @ Unit Price of \$500.00	\$500.00
Existing Right of Way – 0.347 Acres +/- @ Unit Price of \$3,500.00 (Previously paid on 03/23/2023)	(\$3,500.00)
942 - Sub-Totals	\$500.00
Total Consideration includes Initial Consideration Paid	\$500.00

The amounts so determined are full payment for the Easement and Right-of-Way. Any construction damages will be paid separately unless noted above.

Accepted on _____, 2024

Signed on _____, 2024

Contract Land Staff, LLC, Contract Agent for:
Public Service Company of Oklahoma

GRANTOR:

The City of Chickasha, a Municipal Corporation

By: _____
Field Agent: Jordan Bishop

By: _____

Print Name: _____

Title: _____

For Office Use Only:

Attach Required W-9

GL	PCBU	Project BPID	Work Order	Account	Dept.	CC	Act	Easement Payment
114	TRANS	A20114001	T10244681001	1070001	10425	942	691	\$500.00



July 31, 2024

IMPORTANT INFORMATION ABOUT YOUR PROPERTY

The City of Chickasha, a Municipal Corporation of the State of Oklahoma
117 North 4th Street
Chickasha, Oklahoma 73018

RE: South Chickasha Transmission Improvements Project – Supplemental Easement Offer

Dear Neighbor,

You are receiving this letter because you own property or live in the area near Public Service Company of Oklahoma's (PSO) South Chickasha Transmission Improvements Project.

The project involves rebuilding about 5 miles of 138-kilovolt transmission line between PSO's Cornville Substation located about 3 miles southeast of Chickasha and PSO's Norge Road Substation in Chickasha. For more project information please review the enclosed fact sheet or visit PSOklahoma.com/SouthChickasha.

In preparation for this project, PSO representatives look to supplement an existing easement on your property to meet updated standards for the safe construction, operation and maintenance of the transmission line.

As part of this process, PSO representatives ask that you please:

- Review the enclosed Supplemental Easement Offer, which modifies the company's rights on your property
- Review the enclosed Survey Exhibit, which displays the approximate location of the easement
- Review the enclosed Easement Payment Schedule, which includes PSO's offer based on its assessed value, and W-9
- Complete the enclosed Special Conditions Report. This alerts us to gates, pets, children, septic systems and other things on your property that we should be aware of.

Contract Land Staff (CLS) serves as PSO's right-of-way representative for this project. You can expect to hear from a CLS right-of-way agent regarding the enclosed documents within the coming weeks. If you have immediate questions, you can contact me at (405) 310-9888 or jordan.bishop@contractlandstaff.com.

Sincerely,

Jordan Bishop
Right-of-Way Agent
CLS represents PSO

Enclosures: Supplemental Easement Offer, Survey Exhibit, Easement Payment Schedule, Special Conditions Report and W-9

Line Name: Cornville - Southwestern Power Station

Line No.: TLN114:0509 **Easement No.:** 18A

SUPPLEMENTAL EASEMENT AND RIGHT OF WAY

On this ____ day of _____, 2024, **The City of Chickasha, a Municipal Corporation of the State of Oklahoma**, whose address is 117 North 4th Street, Chickasha, Oklahoma 73018, (“Grantor”), whether one or more persons, owns an interest in a tract of real property that is more particularly described lands of the Grantor, situated in the State of Oklahoma, Grady County, Lots 1 through 8, of the Walker-Williams subdivision of Lot 12, Block 3, Fairview Heights Addition to the City of Chickasha, Oklahoma in that certain document, dated 09/22/1980 recorded in Case No. C77-52 in the county court records of Grady County, Oklahoma, and such tract is subject to easements and rights-of-way granted in favor of Public Service Company of Oklahoma.

Public Service Company of Oklahoma, a(n) Oklahoma corporation, a unit of American Electric Power, whose principal business address is 1 Riverside Plaza, Columbus, Ohio 43215, (“AEP”) is the current owner and holder of the rights, title, and interest, or a portion thereof, granted in or arising under that certain right of way and easement, dated 3/20/2023 and recorded in Book 6167, Page 400 of the official records of Grady County, Oklahoma (the “Original Easement”).

NOW, THEREFORE, in consideration of the sum of Ten and NO/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, conveys and warrants this Supplemental Easement and Right of Way (“Easement”) to AEP for electric transmission, distribution, and communication lines and appurtenant equipment and fixtures, being, in, on, over, under, through and across to supplement the Original Easement insofar as it encumbers such tract of real property owned by Grantor as more particularly described above.

Auditor/Key/Tax Number: C740-00-000-001-0-000-00

The location, width, and boundaries of the easement area are hereby revised, modified, and clarified to be as described and depicted on Exhibit “A”, attached hereto and made a part hereof (“Easement Area”).

The Easement is also supplemented by the addition of the following language:

AEP, its successors and assigns, are granted the right to construct, reconstruct, operate, maintain, alter, inspect and patrol (by ground or air), protect, repair, replace, renew, upgrade, relocate within the Easement Area, remove and replace poles, towers, and structures, made of wood, metal, concrete or other materials, including crossarms, guys, anchors, anchoring systems, grounding systems, underground conduits, ducts, vaults, transformers, pedestals, risers, pads, communications facilities, and all other appurtenant equipment and fixtures, and to string conductors, wires and cables. The electric facilities may consist of a variable number of towers, poles, wires, guys, anchors and associated fixtures, including the right to enlarge, and may transmit electricity of any voltage or amperage, together with the right to add to said facilities from time to time, and the right to do anything necessary, useful or convenient for the enjoyment of the Easement Area herein granted, together with the privilege of removing at any time any or all of said facilities erected on the Easement Area.

AEP and its successors and assigns, shall have the right, in AEP's reasonable discretion, to cut down, trim, and otherwise control, using herbicides or tree growth regulators, or other means, and at AEP's option, to remove from the Easement Area any and all trees, overhanging branches, vegetation, brush, including all root systems or other obstructions. AEP shall also have the right to cut down, trim, remove, and otherwise control trees situated on lands of the Grantor which adjoin the Easement Area, when in the reasonable opinion of AEP those trees may endanger the safety of, or interfere with the construction, operation or maintenance of AEP's facilities or ingress or egress to, from or along the Easement Area.

AEP and its successors and assigns are granted the right of unobstructed ingress and egress, at any and all times, on, over, across, along and upon the Easement Area, and across the adjoining lands of Grantor as may be reasonably necessary to access the Easement Area for the above referenced purposes.

In no event shall Grantor, its heirs, successors, and assigns plant or cultivate any trees or place, construct, install, erect or permit any temporary or permanent building, structure, improvement or obstruction including but not limited to, storage tanks, billboards, signs, sheds, dumpsters, light poles, water impoundments, above ground irrigation systems, swimming pools or wells, or permit any alteration of the ground elevation, over or within the Easement Area. AEP may, at Grantor's cost, remove any structure or obstruction if placed within the Easement Area and may re-grade any alterations of the ground elevation within the Easement Area. AEP shall repair or pay Grantor for actual damages to growing crops, fences, gates, field tile, drainage ways, drives, or lawns caused by AEP in the exercise of the rights herein granted.

The failure of AEP to exercise any of the rights granted herein, including but not limited to the removal of any obstructions from the Easement Area, shall not be deemed to constitute a waiver of the rights granted herein and the removal of any facilities from the Easement Area shall not be deemed to constitute a permanent abandonment or release of the rights granted herein.

Except as modified by this Supplemental Easement and Right of Way, all terms and provisions of the Original Easement and all rights arising in connection with the Original Easement shall remain in full force and effect, and the Original Easement shall keep its priority in title as of the date of its recording. Those provisions and rights are expressly ratified, reaffirmed by and incorporated within this Supplemental Easement and Right of Way. The Original Easement along with this Supplemental Easement and Right of Way shall for all purposes function as a single instrument,

however, to the extent any terms or provisions of the Original Easement conflict with, limit or are inconsistent with any term or provision of the Supplemental Easement and Right of Way, the terms and provisions of this Supplemental Easement and Right of Way shall control. Nothing herein will in any manner vary, change, modify, or restrict the rights and privileges that AEP may have acquired through any instrument other than the Original Easement or by any other means.

The terms and conditions as supplemented by this instrument, are the complete agreement, expressed or implied between the parties hereto and shall inure to the benefit of and be binding on their respective successors, assigns, heirs, executors, administrators, lessees, tenants, licensees, and legal representatives.

This instrument may be executed in counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument.

Any remaining space on this page intentionally left blank. See next page(s) for signature(s).

IN WITNESS WHEREOF, said Grantor has executed the Easement effective the day, month and year first above written.

GRANTOR

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

By: _____

Print Name: _____

Title: _____

State of Oklahoma §
 §
County of Grady §

This instrument was acknowledged before me on the _____ day of _____, 2024, by _____, _____ of The City of Chickasha, a Municipal Corporation of the State of Oklahoma, a(n) Oklahoma Corporation, on behalf of said corporation.

In Witness Whereof, I have subscribed by name and affixed my official seal.

Notary Public
Print Name: _____
My Commission Expires: _____

This instrument prepared by Thomas G. St. Pierre, Associate General Counsel - Real Estate, American Electric Power Service Corporation, 1 Riverside Plaza, Columbus, OH 43215 - for and on behalf of **Public Service Company of Oklahoma**.

When recorded return to: American Electric Power - Transmission Right of Way, 212 E. 6th Street, Tulsa, OK 74119.

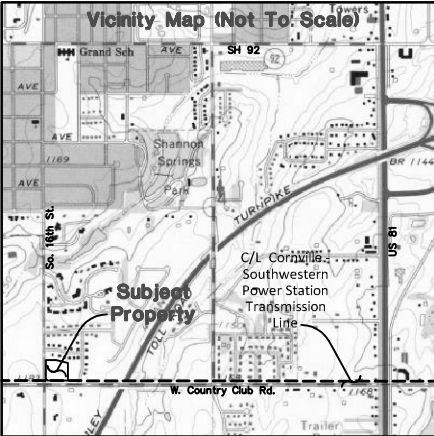


Exhibit "A"

LEGEND

- P.O.B.

POINT OF BEGINNING
- RIGHT-OF-WAY LINE

ROAD RIGHT-OF-WAY LINE

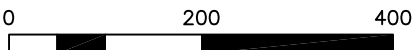
EASEMENT AREA

PROPERTY LINE
- P.O.R.

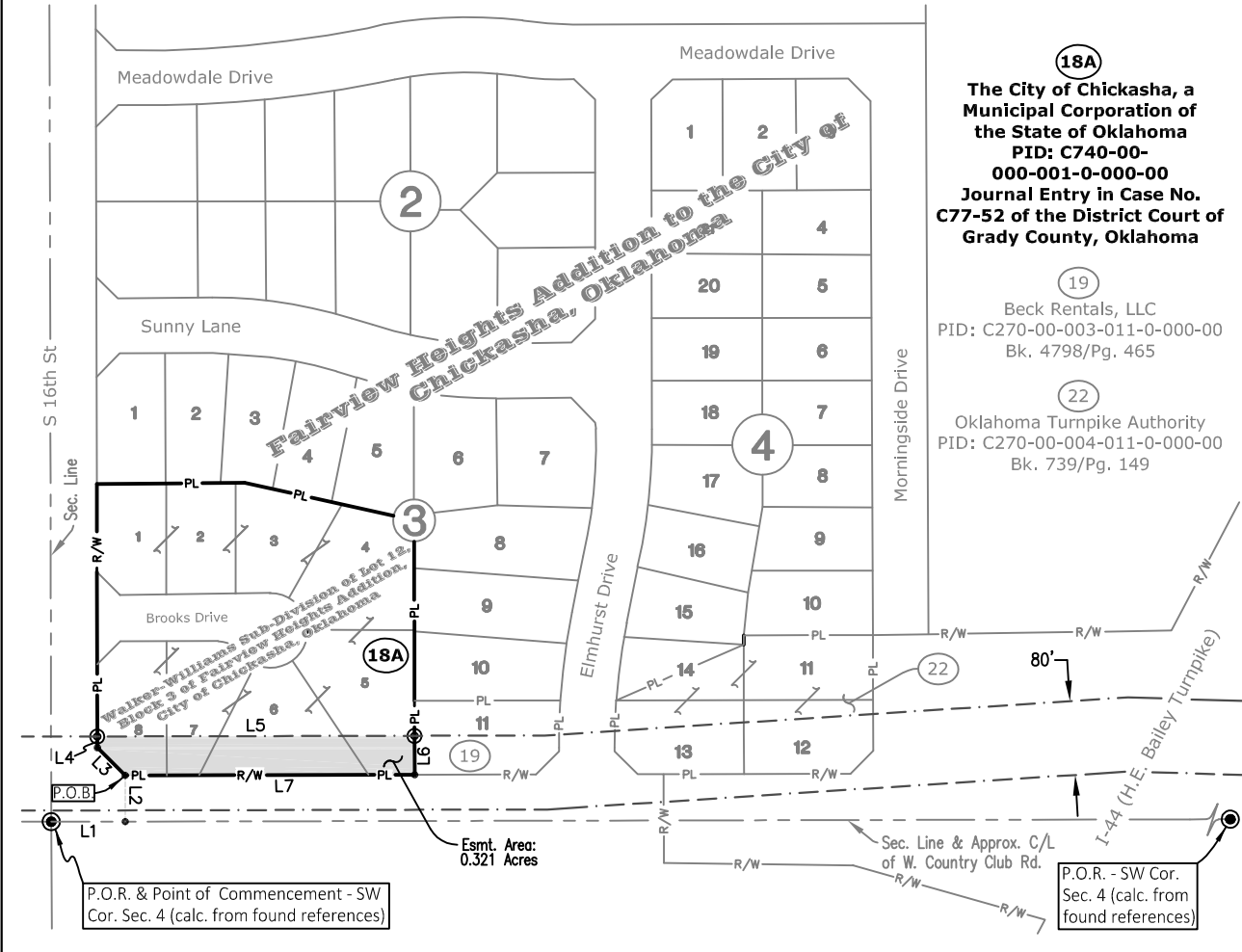
POINT OF REFERENCE
- FOUND CORNER (As described)

SET #4 REBAR W/ PLAS. CAP MKD. "LS 1269 CA 4066" OR MAGNAIL W/ WASHER MKD. "OK CA 4066 AR CA 1583" IN PAVED SURFACES

EXISTING BUILDING



John M Webb 7/30/24
JOHN M. WEBB
PROFESSIONAL SURVEYOR NO: 1269



18A
The City of Chickasha, a
Municipal Corporation of
the State of Oklahoma
PID: C740-00-
000-001-0-000-00
Journal Entry in Case No.
C77-52 of the District Court of
Grady County, Oklahoma

19
Beck Rentals, LLC
PID: C270-00-003-011-0-000-00
Bk. 4798/Pg. 465

22
Oklahoma Turnpike Authority
PID: C270-00-004-011-0-000-00
Bk. 739/Pg. 149

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 89°52'40" E	79.99'
L2	N 00°07'20" W	50.00'
L3	N 45°07'31" W	42.43'
L4	N 00°07'42" W	12.13'
L5	N 89°52'42" E	343.00'
L6	S 00°07'20" E	42.13'
L7	S 89°52'40" W	313.00'

- NOTES:
- 1) THIS DRAWING WAS PREPARED FOR THE LIMITED USE OF PUBLIC SERVICE COMPANY OF OKLAHOMA FOR EASEMENT PURPOSES ONLY AND IS NOT INTENDED TO REPRESENT A COMPLETE SURVEY OF THE PROPERTY.
 - 2) LAND OWNERSHIP INFORMATION IS PROVIDED BY TITLE AGENCY. NO ADDITIONAL VERIFICATION HAS BEEN PERFORMED BY THE SURVEY COMPANY.
 - 3) BEARINGS SHOWN HEREON ARE GRID, BASED ON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NAD 83 (2011), SOUTH ZONE.
 - 4) DISTANCES SHOWN HEREON ARE SURFACE DISTANCES, DERIVED USING A COMBINED GROUND TO GRID SCALE FACTOR OF 0.99992987684945.

SURVEY AND MAPPING BY
JOHN M. WEBB AND ASSOCIATES, INC.
P. O. BOX 1628, AUSTIN, TEXAS, 78767, OK FIRM REG. # 4066

LINE NAME: Cornville - Southwestern Power Station
LINE NO: TLN114:0509
EXISTING TRANSMISSION LINE RIGHT OF WAY EASEMENT: Supplemental Easement and Right of Way from The City of Chickasha, a Municipal Corporation of the State of Oklahoma to Public Service Company of Oklahoma, an Oklahoma corporation, recorded in Book 6167, Page 400 of the Deed Records of Grady County, Oklahoma.

PUBLIC SERVICE COMPANY OF OKLAHOMA

Easement across the property of The City of Chickasha, a Municipal Corporation of the State of Oklahoma, containing 0.321 acres

Part of Lots 5, 6, 7, & 8 the Walker-Williams Sub-Division of Lot 12, Block 3, Fairview Heights Addition to the City of Chickasha, Grady County, Oklahoma

DATE: 7/30/2024

SCALE: 1" = 200'

TRACT NO.: 18A

Line Name: Cornville - Southwestern Power Station

Line No.: TLN114:0509 **Easement No.:** 18A

EASEMENT PAYMENT SCHEDULE

THE UNDERSIGNED:

GRANTOR: The City of Chickasha, a Municipal Corporation of the State of Oklahoma

ADDRESS: 117 North 4th Street, Chickasha, Oklahoma 73018

HEREBY OFFER to accept amount as determined in accordance with the schedule below in full payment of the Easement and Right-of-Way for an electric transmission, distribution, and communication lines, being, in, on, over, under, through and across the land of the Undersigned situated in Lots 1 through 8, of the Walker-Williams subdivision of Lot 12, Block 3, Fairview Heights Addition to the City of Chickasha, Oklahoma, Grady County, State of Oklahoma, under an easement dated _____, 2024 from the Undersigned to the Company, to wit:

PAYMENT SCHEDULE

Easement Acquisition Cost Description:	Items Paid
Supplemental Easement Consideration Paid – 0.079 Acres +/- @ Unit Price of \$500.00	\$500.00
Existing Right of Way – 0.242 Acres +/- @ Unit Price of \$3,500.00 (Previously paid on 03/23/2023)	(\$3,500.00)
942 - Sub-Totals	\$500.00
Total Consideration includes Initial Consideration Paid	\$500.00

The amounts so determined are full payment for the Easement and Right-of-Way. Any construction damages will be paid separately unless noted above.

Accepted on _____, 2024

Signed on _____, 2024

Contract Land Staff, LLC, Contract Agent for:
Public Service Company of Oklahoma

GRANTOR:

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

By: _____
Field Agent: Jordan Bishop

By: _____

Print Name: _____

Title: _____

For Office Use Only:

Attach Required W-9

GL	PCBU	Project BPID	Work Order	Account	Dept.	CC	Act	Easement Payment
114	TRANS	A20114001	T10244681001	1070001	10425	942	691	\$500.00

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐	
	5 Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number											
				-				-			
or											
Employer identification number											
					-						

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



SPECIAL CONDITIONS FORM

Line Name: Cornville - Southwestern Power Station

Grady County, Oklahoma

Line No.: TLN114:0509

Tax Parcel No(s): C740-00-000-001-0-000-00

Current Property Owner(s): _____

Property Address: _____

Mailing Address: _____

Phone Number(s): _____

Email(s): _____

Do you plan to sell this property within the next six months? ____ Yes ____ No

Do you have tenants who live on this property? ____ Yes ____ No

If yes, please list tenant name(s) and contact information: _____

ROW Information Checklist

Please identify items which are present on, under or across this property.

- | | |
|---|---|
| ☐ Water Wells/Septic Systems | ☐ Electrical Fence |
| ☐ Springs, Creeks, Marsh, Bog, Wetland | ☐ Livestock, Animals |
| ☐ Septic/Sewer Lines | ☐ Planted Crops |
| ☐ Sprinklers/Irrigation Systems | ☐ Mining |
| ☐ Drainage Tiles | ☐ Residences |
| ☐ Wells – Water, Gas, Petroleum | ☐ Property Corner Markers |
| ☐ Water Line(s) | ☐ Cemetery, Burial Grounds |
| ☐ Pipelines – Gas, Oil, Petroleum, Steam | ☐ Access Roads |
| ☐ Buried Cables – Electrical | ☐ Cultural or Historical |
| ☐ Buried Cables – Communication, Alarm, Signal | ☐ _____ |
| ☐ Invisible Pet Fence | ☐ _____ |

For special conditions, restrictions and additional information:

Line Name: Cornville - Southwestern Power Station

Line No.: TLN114:0509 **Easement No.:** 18A

SUPPLEMENTAL EASEMENT AND RIGHT OF WAY

On this ____ day of _____, 2024, **The City of Chickasha, a Municipal Corporation of the State of Oklahoma**, whose address is 117 North 4th Street, Chickasha, Oklahoma 73018, (“Grantor”), whether one or more persons, owns an interest in a tract of real property that is more particularly described lands of the Grantor, situated in the State of Oklahoma, Grady County, Lots 1 through 8, of the Walker-Williams subdivision of Lot 12, Block 3, Fairview Heights Addition to the City of Chickasha, Oklahoma in that certain document, dated 09/22/1980 recorded in Case No. C77-52 in the county court records of Grady County, Oklahoma, and such tract is subject to easements and rights-of-way granted in favor of Public Service Company of Oklahoma.

Public Service Company of Oklahoma, a(n) Oklahoma corporation, a unit of American Electric Power, whose principal business address is 1 Riverside Plaza, Columbus, Ohio 43215, (“AEP”) is the current owner and holder of the rights, title, and interest, or a portion thereof, granted in or arising under that certain right of way and easement, dated 3/20/2023 and recorded in Book 6167, Page 400 of the official records of Grady County, Oklahoma (the “Original Easement”).

NOW, THEREFORE, in consideration of the sum of Ten and NO/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, conveys and warrants this Supplemental Easement and Right of Way (“Easement”) to AEP for electric transmission, distribution, and communication lines and appurtenant equipment and fixtures, being, in, on, over, under, through and across to supplement the Original Easement insofar as it encumbers such tract of real property owned by Grantor as more particularly described above.

Auditor/Key/Tax Number: C740-00-000-001-0-000-00

The location, width, and boundaries of the easement area are hereby revised, modified, and clarified to be as described and depicted on Exhibit “A”, attached hereto and made a part hereof (“Easement Area”).

The Easement is also supplemented by the addition of the following language:

AEP, its successors and assigns, are granted the right to construct, reconstruct, operate, maintain, alter, inspect and patrol (by ground or air), protect, repair, replace, renew, upgrade, relocate within the Easement Area, remove and replace poles, towers, and structures, made of wood, metal, concrete or other materials, including crossarms, guys, anchors, anchoring systems, grounding systems, underground conduits, ducts, vaults, transformers, pedestals, risers, pads, communications facilities, and all other appurtenant equipment and fixtures, and to string conductors, wires and cables. The electric facilities may consist of a variable number of towers, poles, wires, guys, anchors and associated fixtures, including the right to enlarge, and may transmit electricity of any voltage or amperage, together with the right to add to said facilities from time to time, and the right to do anything necessary, useful or convenient for the enjoyment of the Easement Area herein granted, together with the privilege of removing at any time any or all of said facilities erected on the Easement Area.

AEP and its successors and assigns, shall have the right, in AEP's reasonable discretion, to cut down, trim, and otherwise control, using herbicides or tree growth regulators, or other means, and at AEP's option, to remove from the Easement Area any and all trees, overhanging branches, vegetation, brush, including all root systems or other obstructions. AEP shall also have the right to cut down, trim, remove, and otherwise control trees situated on lands of the Grantor which adjoin the Easement Area, when in the reasonable opinion of AEP those trees may endanger the safety of, or interfere with the construction, operation or maintenance of AEP's facilities or ingress or egress to, from or along the Easement Area.

AEP and its successors and assigns are granted the right of unobstructed ingress and egress, at any and all times, on, over, across, along and upon the Easement Area, and across the adjoining lands of Grantor as may be reasonably necessary to access the Easement Area for the above referenced purposes.

In no event shall Grantor, its heirs, successors, and assigns plant or cultivate any trees or place, construct, install, erect or permit any temporary or permanent building, structure, improvement or obstruction including but not limited to, storage tanks, billboards, signs, sheds, dumpsters, light poles, water impoundments, above ground irrigation systems, swimming pools or wells, or permit any alteration of the ground elevation, over or within the Easement Area. AEP may, at Grantor's cost, remove any structure or obstruction if placed within the Easement Area and may re-grade any alterations of the ground elevation within the Easement Area. AEP shall repair or pay Grantor for actual damages to growing crops, fences, gates, field tile, drainage ways, drives, or lawns caused by AEP in the exercise of the rights herein granted.

The failure of AEP to exercise any of the rights granted herein, including but not limited to the removal of any obstructions from the Easement Area, shall not be deemed to constitute a waiver of the rights granted herein and the removal of any facilities from the Easement Area shall not be deemed to constitute a permanent abandonment or release of the rights granted herein.

Except as modified by this Supplemental Easement and Right of Way, all terms and provisions of the Original Easement and all rights arising in connection with the Original Easement shall remain in full force and effect, and the Original Easement shall keep its priority in title as of the date of its recording. Those provisions and rights are expressly ratified, reaffirmed by and incorporated within this Supplemental Easement and Right of Way. The Original Easement along with this Supplemental Easement and Right of Way shall for all purposes function as a single instrument,

however, to the extent any terms or provisions of the Original Easement conflict with, limit or are inconsistent with any term or provision of the Supplemental Easement and Right of Way, the terms and provisions of this Supplemental Easement and Right of Way shall control. Nothing herein will in any manner vary, change, modify, or restrict the rights and privileges that AEP may have acquired through any instrument other than the Original Easement or by any other means.

The terms and conditions as supplemented by this instrument, are the complete agreement, expressed or implied between the parties hereto and shall inure to the benefit of and be binding on their respective successors, assigns, heirs, executors, administrators, lessees, tenants, licensees, and legal representatives.

This instrument may be executed in counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument.

Any remaining space on this page intentionally left blank. See next page(s) for signature(s).

IN WITNESS WHEREOF, said Grantor has executed the Easement effective the day, month and year first above written.

GRANTOR

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

By: _____

Print Name: _____

Title: _____

State of Oklahoma §

§

County of Grady §

This instrument was acknowledged before me on the _____ day of _____, 2024, by _____, _____ of The City of Chickasha, a Municipal Corporation of the State of Oklahoma, a(n) Oklahoma Corporation, on behalf of said corporation.

In Witness Whereof, I have subscribed by name and affixed my official seal.

Notary Public

Print Name: _____

My Commission Expires: _____

This instrument prepared by Thomas G. St. Pierre, Associate General Counsel - Real Estate, American Electric Power Service Corporation, 1 Riverside Plaza, Columbus, OH 43215 - for and on behalf of **Public Service Company of Oklahoma**.

When recorded return to: American Electric Power - Transmission Right of Way, 212 E. 6th Street, Tulsa, OK 74119.

Line Name: Cornville - Southwestern Power Station

Line No.: TLN114:0509 **Easement No.:** 18A

EASEMENT PAYMENT SCHEDULE

THE UNDERSIGNED:

GRANTOR: The City of Chickasha, a Municipal Corporation of the State of Oklahoma

ADDRESS: 117 North 4th Street, Chickasha, Oklahoma 73018

HEREBY OFFER to accept amount as determined in accordance with the schedule below in full payment of the Easement and Right-of-Way for an electric transmission, distribution, and communication lines, being, in, on, over, under, through and across the land of the Undersigned situated in Lots 1 through 8, of the Walker-Williams subdivision of Lot 12, Block 3, Fairview Heights Addition to the City of Chickasha, Oklahoma, Grady County, State of Oklahoma, under an easement dated _____, 2024 from the Undersigned to the Company, to wit:

PAYMENT SCHEDULE

Easement Acquisition Cost Description:	Items Paid
Supplemental Easement Consideration Paid – 0.079 Acres +/- @ Unit Price of \$500.00	\$500.00
Existing Right of Way – 0.242 Acres +/- @ Unit Price of \$3,500.00 (Previously paid on 03/23/2023)	(\$3,500.00)
942 - Sub-Totals	\$500.00
Total Consideration includes Initial Consideration Paid	\$500.00

The amounts so determined are full payment for the Easement and Right-of-Way. Any construction damages will be paid separately unless noted above.

Accepted on _____, 2024

Signed on _____, 2024

Contract Land Staff, LLC, Contract Agent for:
Public Service Company of Oklahoma

GRANTOR:

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

By: _____
Field Agent: Jordan Bishop

By: _____

Print Name: _____

Title: _____

For Office Use Only:

Attach Required W-9

GL	PCBU	Project BPID	Work Order	Account	Dept.	CC	Act	Easement Payment
114	TRANS	A20114001	T10244681001	1070001	10425	942	691	\$500.00



July 31, 2024

IMPORTANT INFORMATION ABOUT YOUR PROPERTY

City of Chickasha, a Municipal Corporation
117 North 4th Street
Chickasha, Oklahoma 73018

RE: South Chickasha Transmission Improvements Project – Supplemental Easement Offer

Dear Neighbor,

You are receiving this letter because you own property or live in the area near Public Service Company of Oklahoma's (PSO) South Chickasha Transmission Improvements Project.

The project involves rebuilding about 5 miles of 138-kilovolt transmission line between PSO's Cornville Substation located about 3 miles southeast of Chickasha and PSO's Norge Road Substation in Chickasha. For more project information please review the enclosed fact sheet or visit PSOklahoma.com/SouthChickasha.

In preparation for this project, PSO representatives look to supplement an existing easement on your property to meet updated standards for the safe construction, operation and maintenance of the transmission line.

As part of this process, PSO representatives ask that you please:

- Review the enclosed Supplemental Easement Offer, which modifies the company's rights on your property
- Review the enclosed Survey Exhibit, which displays the approximate location of the easement
- Review the enclosed Easement Payment Schedule, which includes PSO's offer based on its assessed value, and W-9
- Complete the enclosed Special Conditions Report. This alerts us to gates, pets, children, septic systems and other things on your property that we should be aware of.

Contract Land Staff (CLS) serves as PSO's right-of-way representative for this project. You can expect to hear from a CLS right-of-way agent regarding the enclosed documents within the coming weeks. If you have immediate questions, you can contact me at (405) 310-9888 or jordan.bishop@contractlandstaff.com.

Sincerely,

Jordan Bishop
Right-of-Way Agent
CLS represents PSO

Enclosures: Supplemental Easement Offer, Survey Exhibit, Easement Payment Schedule, Special Conditions Report and W-9

Line Name: Cornville - Southwestern Power Station

Line No.: TLN114:0509 **Easement No.:** 67A

SUPPLEMENTAL EASEMENT AND RIGHT OF WAY

On this ____ day of _____, 2024, **City of Chickasha, a municipal corporation**, whose address is 117 North 4th Street, Chickasha, Oklahoma 73018, (“Grantor”), whether one or more persons, owns an interest in a tract of real property that is more particularly described lands of the Grantor, situated in the State of Oklahoma, Grady County, being a part of the East Half of the Southeast Quarter of the Southeast Quarter of Section 2, Township 6 North, Range 7 West, in that certain document, dated 8/30/1924 recorded in Book 176, Page 571 of the real property records of Grady County, Oklahoma, and such tract is subject to easements and rights-of-way granted in favor of Public Service Company of Oklahoma.

Public Service Company of Oklahoma, a(n) Oklahoma corporation, a unit of American Electric Power, whose principal business address is 1 Riverside Plaza, Columbus, Ohio 43215, (“AEP”) is the current owner and holder of the rights, title, and interest, or a portion thereof, granted in or arising under that certain right of way and easement, dated 3/20/2023, and recorded in Book 6159, Page 527 of the official records of Grady County, Oklahoma (the “Original Easement”).

NOW, THEREFORE, in consideration of the sum of Ten and NO/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, conveys and warrants this Supplemental Easement and Right of Way (“Easement”) to AEP for electric transmission, distribution, and communication lines and appurtenant equipment and fixtures, being, in, on, over, under, through and across to supplement the Original Easement insofar as it encumbers such tract of real property owned by Grantor as more particularly described above.

Auditor/Key/Tax Number: 0000-02-06N-07W-4-002-00

The location, width, and boundaries of the easement area are hereby revised, modified, and clarified to be as described and depicted on Exhibit “A”, attached hereto and made a part hereof (“Easement Area”).

The Easement is also supplemented by the addition of the following language:

AEP, its successors and assigns, are granted the right to construct, reconstruct, operate, maintain, alter, inspect and patrol (by ground or air), protect, repair, replace, renew, upgrade, relocate within the Easement Area, remove and replace poles, towers, and structures, made of wood, metal, concrete or other materials, including crossarms, guys, anchors, anchoring systems, grounding systems, underground conduits, ducts, vaults, transformers, pedestals, risers, pads, communications facilities, and all other appurtenant equipment and fixtures, and to string conductors, wires and cables. The electric facilities may consist of a variable number of towers, poles, wires, guys, anchors and associated fixtures, including the right to enlarge, and may transmit electricity of any voltage or amperage, together with the right to add to said facilities from time to time, and the right to do anything necessary, useful or convenient for the enjoyment of the Easement Area herein granted, together with the privilege of removing at any time any or all of said facilities erected on the Easement Area.

AEP and its successors and assigns, shall have the right, in AEP's reasonable discretion, to cut down, trim, and otherwise control, using herbicides or tree growth regulators, or other means, and at AEP's option, to remove from the Easement Area any and all trees, overhanging branches, vegetation, brush, including all root systems or other obstructions. AEP shall also have the right to cut down, trim, remove, and otherwise control trees situated on lands of the Grantor which adjoin the Easement Area, when in the reasonable opinion of AEP those trees may endanger the safety of, or interfere with the construction, operation or maintenance of AEP's facilities or ingress or egress to, from or along the Easement Area.

AEP and its successors and assigns are granted the right of unobstructed ingress and egress, at any and all times, on, over, across, along and upon the Easement Area, and across the adjoining lands of Grantor as may be reasonably necessary to access the Easement Area for the above referenced purposes.

In no event shall Grantor, its heirs, successors, and assigns plant or cultivate any trees or place, construct, install, erect or permit any temporary or permanent building, structure, improvement or obstruction including but not limited to, storage tanks, billboards, signs, sheds, dumpsters, light poles, water impoundments, above ground irrigation systems, swimming pools or wells, or permit any alteration of the ground elevation, over or within the Easement Area. AEP may, at Grantor's cost, remove any structure or obstruction if placed within the Easement Area and may re-grade any alterations of the ground elevation within the Easement Area. AEP shall repair or pay Grantor for actual damages to growing crops, fences, gates, field tile, drainage ways, drives, or lawns caused by AEP in the exercise of the rights herein granted.

The failure of AEP to exercise any of the rights granted herein, including but not limited to the removal of any obstructions from the Easement Area, shall not be deemed to constitute a waiver of the rights granted herein and the removal of any facilities from the Easement Area shall not be deemed to constitute a permanent abandonment or release of the rights granted herein.

Except as modified by this Supplemental Easement and Right of Way, all terms and provisions of the Original Easement and all rights arising in connection with the Original Easement shall remain in full force and effect, and the Original Easement shall keep its priority in title as of the date of its recording. Those provisions and rights are expressly ratified, reaffirmed by and incorporated within this Supplemental Easement and Right of Way. The Original Easement along with this Supplemental Easement and Right of Way shall for all purposes function as a single instrument,

however, to the extent any terms or provisions of the Original Easement conflict with, limit or are inconsistent with any term or provision of the Supplemental Easement and Right of Way, the terms and provisions of this Supplemental Easement and Right of Way shall control. Nothing herein will in any manner vary, change, modify, or restrict the rights and privileges that AEP may have acquired through any instrument other than the Original Easement or by any other means.

The terms and conditions as supplemented by this instrument, are the complete agreement, expressed or implied between the parties hereto and shall inure to the benefit of and be binding on their respective successors, assigns, heirs, executors, administrators, lessees, tenants, licensees, and legal representatives.

This instrument may be executed in counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument.

Any remaining space on this page intentionally left blank. See next page(s) for signature(s).

IN WITNESS WHEREOF, said Grantor has executed the Easement effective the day, month and year first above written.

GRANTOR

City of Chickasha, a municipal corporation

By: _____
Print Name: _____
Title: _____

State of Oklahoma §
 §
County of Grady §

This instrument was acknowledged before me on the _____ day of _____, 2024, by _____, _____ of City of Chickasha, a municipal corporation, a(n) Oklahoma Corporation, on behalf of said corporation.

In Witness Whereof, I have subscribed by name and affixed my official seal.

Notary Public
Print Name: _____
My Commission Expires: _____

This instrument prepared by Thomas G. St. Pierre, Associate General Counsel - Real Estate, American Electric Power Service Corporation, 1 Riverside Plaza, Columbus, OH 43215 - for and on behalf of **Public Service Company of Oklahoma**.

When recorded return to: American Electric Power - Transmission Right of Way, 212 E. 6th Street, Tulsa, OK 74119.

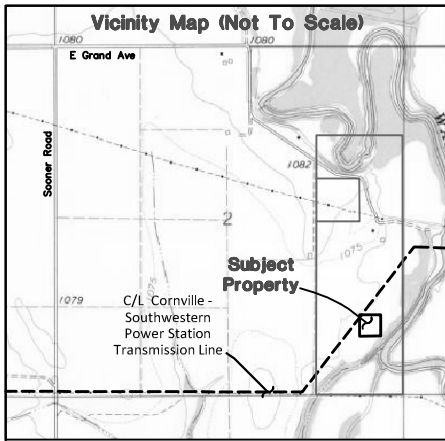
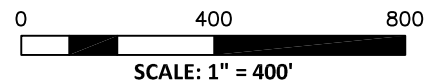


Exhibit "A"

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 00°10'38" E	1224.63'
L2	N 89°54'07" W	562.94'
L3	S 37°32'35" W	164.21'
L4	N 00°08'20" E	130.37'
L5	S 89°54'07" E	99.75'



John M. Webb 7/30/24
JOHN M. WEBB
PROFESSIONAL SURVEYOR NO: 1269

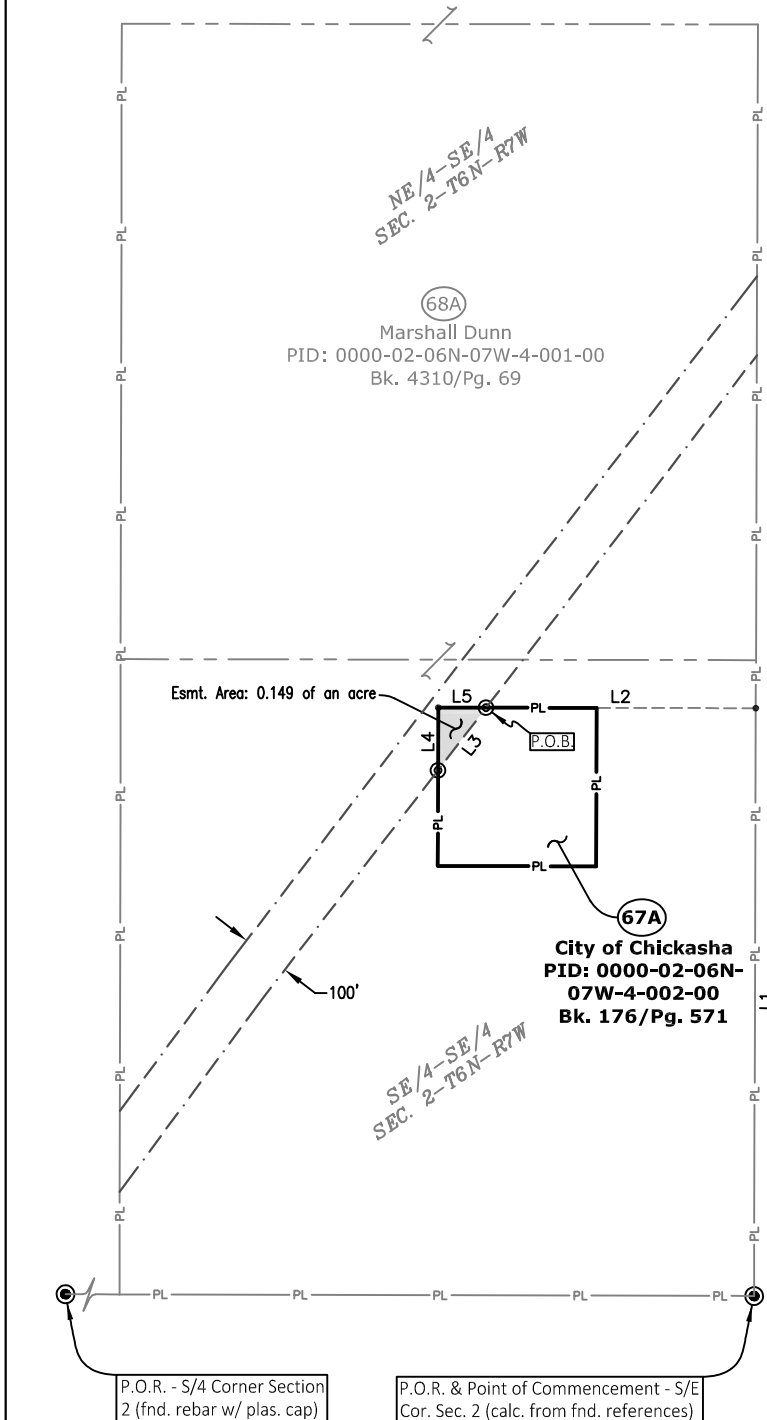


LEGEND

- P.O.B. POINT OF BEGINNING
- P.O.R. POINT OF REFERENCE
- FOUND CORNER (As described)
- ⊙ SET #4 REBAR W/ PLAS. CAP MKD. "LS 1269 CA 4066" OR MAGNAIL W/ WASHER MKD. "OK CA 4066 AR CA 1583" IN PAVED SURFACES
- RIGHT-OF-WAY LINE
- R/W --- ROAD RIGHT-OF-WAY LINE
- ▨ EASEMENT AREA
- PL — PROPERTY LINE

NOTES:

- 1) THIS DRAWING WAS PREPARED FOR THE LIMITED USE OF PUBLIC SERVICE COMPANY OF OKLAHOMA FOR EASEMENT PURPOSES ONLY AND IS NOT INTENDED TO REPRESENT A COMPLETE SURVEY OF THE PROPERTY.
- 2) LAND OWNERSHIP INFORMATION IS PROVIDED BY TITLE AGENCY. NO ADDITIONAL VERIFICATION HAS BEEN PERFORMED BY THE SURVEY COMPANY.
- 3) BEARINGS SHOWN HEREON ARE GRID, BASED ON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NAD 83 (2011), SOUTH ZONE.
- 4) DISTANCES SHOWN HEREON ARE SURFACE DISTANCES, DERIVED USING A COMBINED GROUND TO GRID SCALE FACTOR OF 0.99992987684945.



SURVEY AND MAPPING BY JOHN M. WEBB AND ASSOCIATES, INC. P. O. BOX 1628, AUSTIN, TEXAS, 78767, OK FIRM REC. # 4066		
LINE NAME: Cornville - Southwestern Power Station LINE NO: TLN114:0509 EXISTING TRANSMISSION LINE RIGHT OF WAY EASEMENT: Supplemental Easement and Right of Way from The City of Chickasha, a municipal corporation to Public Service Company of Oklahoma, an Oklahoma corporation, recorded in Book 6159, Page 527 of the Deed Records of Grady County, Oklahoma.		
PUBLIC SERVICE COMPANY OF OKLAHOMA Easement across the property of The City of Chickasha, a municipal corporation, containing 0.149 of an acre Part of the SE/4 of the SE/4 of Section 2, Township 6 North, Range 7 West of the Indian Meridian, Grady County, Oklahoma		
DATE: 7/30/2024	SCALE: 1" = 400'	TRACT NO.: 67A

Line Name: Cornville - Southwestern Power Station
Line No.: TLN114:0509 Easement No.: 67A

EASEMENT PAYMENT SCHEDULE

THE UNDERSIGNED:

GRANTOR: City of Chickasha, a municipal corporation
ADDRESS: 117 North 4th Street, Chickasha, Oklahoma 73018

HEREBY OFFER to accept amount as determined in accordance with the schedule below in full payment of the Easement and Right-of-Way for an electric transmission, distribution, and communication lines, being, in, on, over, under, through and across the land of the Undersigned situated in being a part of the East Half of the Southeast Quarter of the Southeast Quarter of Section 2, Township 6 North, Range 7 West, Grady County, State of Oklahoma, under an easement dated _____, 2024 from the Undersigned to the Company, to wit:

PAYMENT SCHEDULE

Easement Acquisition Cost Description:	Items Paid
Supplemental Easement Consideration Paid – 0.120 Acres +/- @ Unit Price of \$500.00	\$500.00
942 - Sub-Totals	\$500.00
Total Consideration includes Initial Consideration Paid	\$500.00

The amounts so determined are full payment for the Easement and Right-of-Way. Any construction damages will be paid separately unless noted above.

Accepted on _____, 2024

Signed on _____, 2024

Contract Land Staff, LLC, Contract Agent for:
Public Service Company of Oklahoma

GRANTOR:
City of Chickasha, a municipal corporation

By: _____
Field Agent: Jordan Bishop

By: _____
Print Name: _____
Title: _____

For Office Use Only:								Attach Required W-9
GL	PCBU	Project BPID	Work Order	Account	Dept.	CC	Act	Easement Payment
114	TRANS	A20114001	T10244681001	1070001	10425	942	691	\$500.00



SPECIAL CONDITIONS FORM

Line Name: Cornville - Southwestern Power Station

Grady County, Oklahoma

Line No.: TLN114:0509

Tax Parcel No(s): 0000-02-06N-07W-4-002-00

Current Property Owner(s): _____

Property Address: _____

Mailing Address: _____

Phone Number(s): _____

Email(s): _____

Do you plan to sell this property within the next six months? _____ Yes _____ No

Do you have tenants who live on this property? _____ Yes _____ No

If yes, please list tenant name(s) and contact information: _____

ROW Information Checklist

Please identify items which are present on, under or across this property.

- | | |
|---|---|
| ☐ Water Wells/Septic Systems | ☐ Electrical Fence |
| ☐ Springs, Creeks, Marsh, Bog, Wetland | ☐ Livestock, Animals |
| ☐ Septic/Sewer Lines | ☐ Planted Crops |
| ☐ Sprinklers/Irrigation Systems | ☐ Mining |
| ☐ Drainage Tiles | ☐ Residences |
| ☐ Wells – Water, Gas, Petroleum | ☐ Property Corner Markers |
| ☐ Water Line(s) | ☐ Cemetery, Burial Grounds |
| ☐ Pipelines – Gas, Oil, Petroleum, Steam | ☐ Access Roads |
| ☐ Buried Cables – Electrical | ☐ Cultural or Historical |
| ☐ Buried Cables – Communication, Alarm, Signal | ☐ _____ |
| ☐ Invisible Pet Fence | ☐ _____ |

For special conditions, restrictions and additional information:

Line Name: Cornville - Southwestern Power Station

Line No.: TLN114:0509 **Easement No.:** 67A

SUPPLEMENTAL EASEMENT AND RIGHT OF WAY

On this ____ day of _____, 2024, **City of Chickasha, a municipal corporation**, whose address is 117 North 4th Street, Chickasha, Oklahoma 73018, (“Grantor”), whether one or more persons, owns an interest in a tract of real property that is more particularly described lands of the Grantor, situated in the State of Oklahoma, Grady County, being a part of the East Half of the Southeast Quarter of the Southeast Quarter of Section 2, Township 6 North, Range 7 West, in that certain document, dated 8/30/1924 recorded in Book 176, Page 571 of the real property records of Grady County, Oklahoma, and such tract is subject to easements and rights-of-way granted in favor of Public Service Company of Oklahoma.

Public Service Company of Oklahoma, a(n) Oklahoma corporation, a unit of American Electric Power, whose principal business address is 1 Riverside Plaza, Columbus, Ohio 43215, (“AEP”) is the current owner and holder of the rights, title, and interest, or a portion thereof, granted in or arising under that certain right of way and easement, dated 3/20/2023, and recorded in Book 6159, Page 527 of the official records of Grady County, Oklahoma (the “Original Easement”).

NOW, THEREFORE, in consideration of the sum of Ten and NO/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, conveys and warrants this Supplemental Easement and Right of Way (“Easement”) to AEP for electric transmission, distribution, and communication lines and appurtenant equipment and fixtures, being, in, on, over, under, through and across to supplement the Original Easement insofar as it encumbers such tract of real property owned by Grantor as more particularly described above.

Auditor/Key/Tax Number: 0000-02-06N-07W-4-002-00

The location, width, and boundaries of the easement area are hereby revised, modified, and clarified to be as described and depicted on Exhibit “A”, attached hereto and made a part hereof (“Easement Area”).

The Easement is also supplemented by the addition of the following language:

AEP, its successors and assigns, are granted the right to construct, reconstruct, operate, maintain, alter, inspect and patrol (by ground or air), protect, repair, replace, renew, upgrade, relocate within the Easement Area, remove and replace poles, towers, and structures, made of wood, metal, concrete or other materials, including crossarms, guys, anchors, anchoring systems, grounding systems, underground conduits, ducts, vaults, transformers, pedestals, risers, pads, communications facilities, and all other appurtenant equipment and fixtures, and to string conductors, wires and cables. The electric facilities may consist of a variable number of towers, poles, wires, guys, anchors and associated fixtures, including the right to enlarge, and may transmit electricity of any voltage or amperage, together with the right to add to said facilities from time to time, and the right to do anything necessary, useful or convenient for the enjoyment of the Easement Area herein granted, together with the privilege of removing at any time any or all of said facilities erected on the Easement Area.

AEP and its successors and assigns, shall have the right, in AEP's reasonable discretion, to cut down, trim, and otherwise control, using herbicides or tree growth regulators, or other means, and at AEP's option, to remove from the Easement Area any and all trees, overhanging branches, vegetation, brush, including all root systems or other obstructions. AEP shall also have the right to cut down, trim, remove, and otherwise control trees situated on lands of the Grantor which adjoin the Easement Area, when in the reasonable opinion of AEP those trees may endanger the safety of, or interfere with the construction, operation or maintenance of AEP's facilities or ingress or egress to, from or along the Easement Area.

AEP and its successors and assigns are granted the right of unobstructed ingress and egress, at any and all times, on, over, across, along and upon the Easement Area, and across the adjoining lands of Grantor as may be reasonably necessary to access the Easement Area for the above referenced purposes.

In no event shall Grantor, its heirs, successors, and assigns plant or cultivate any trees or place, construct, install, erect or permit any temporary or permanent building, structure, improvement or obstruction including but not limited to, storage tanks, billboards, signs, sheds, dumpsters, light poles, water impoundments, above ground irrigation systems, swimming pools or wells, or permit any alteration of the ground elevation, over or within the Easement Area. AEP may, at Grantor's cost, remove any structure or obstruction if placed within the Easement Area and may re-grade any alterations of the ground elevation within the Easement Area. AEP shall repair or pay Grantor for actual damages to growing crops, fences, gates, field tile, drainage ways, drives, or lawns caused by AEP in the exercise of the rights herein granted.

The failure of AEP to exercise any of the rights granted herein, including but not limited to the removal of any obstructions from the Easement Area, shall not be deemed to constitute a waiver of the rights granted herein and the removal of any facilities from the Easement Area shall not be deemed to constitute a permanent abandonment or release of the rights granted herein.

Except as modified by this Supplemental Easement and Right of Way, all terms and provisions of the Original Easement and all rights arising in connection with the Original Easement shall remain in full force and effect, and the Original Easement shall keep its priority in title as of the date of its recording. Those provisions and rights are expressly ratified, reaffirmed by and incorporated within this Supplemental Easement and Right of Way. The Original Easement along with this Supplemental Easement and Right of Way shall for all purposes function as a single instrument,

however, to the extent any terms or provisions of the Original Easement conflict with, limit or are inconsistent with any term or provision of the Supplemental Easement and Right of Way, the terms and provisions of this Supplemental Easement and Right of Way shall control. Nothing herein will in any manner vary, change, modify, or restrict the rights and privileges that AEP may have acquired through any instrument other than the Original Easement or by any other means.

The terms and conditions as supplemented by this instrument, are the complete agreement, expressed or implied between the parties hereto and shall inure to the benefit of and be binding on their respective successors, assigns, heirs, executors, administrators, lessees, tenants, licensees, and legal representatives.

This instrument may be executed in counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument.

Any remaining space on this page intentionally left blank. See next page(s) for signature(s).

IN WITNESS WHEREOF, said Grantor has executed the Easement effective the day, month and year first above written.

GRANTOR

City of Chickasha, a municipal corporation

By: _____
Print Name: _____
Title: _____

State of Oklahoma §
 §
County of Grady §

This instrument was acknowledged before me on the _____ day of _____, 2024, by _____, _____ of City of Chickasha, a municipal corporation, a(n) Oklahoma Corporation, on behalf of said corporation.

In Witness Whereof, I have subscribed by name and affixed my official seal.

Notary Public
Print Name: _____
My Commission Expires: _____

This instrument prepared by Thomas G. St. Pierre, Associate General Counsel - Real Estate, American Electric Power Service Corporation, 1 Riverside Plaza, Columbus, OH 43215 - for and on behalf of **Public Service Company of Oklahoma**.

When recorded return to: American Electric Power - Transmission Right of Way, 212 E. 6th Street, Tulsa, OK 74119.

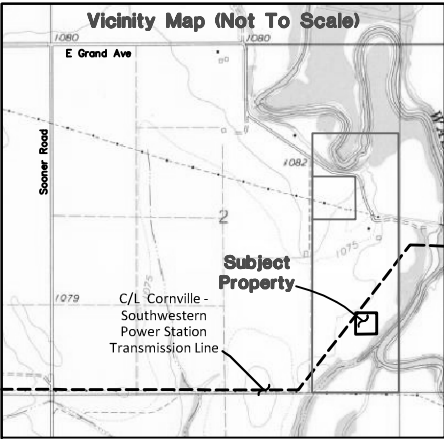
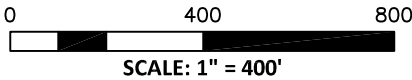
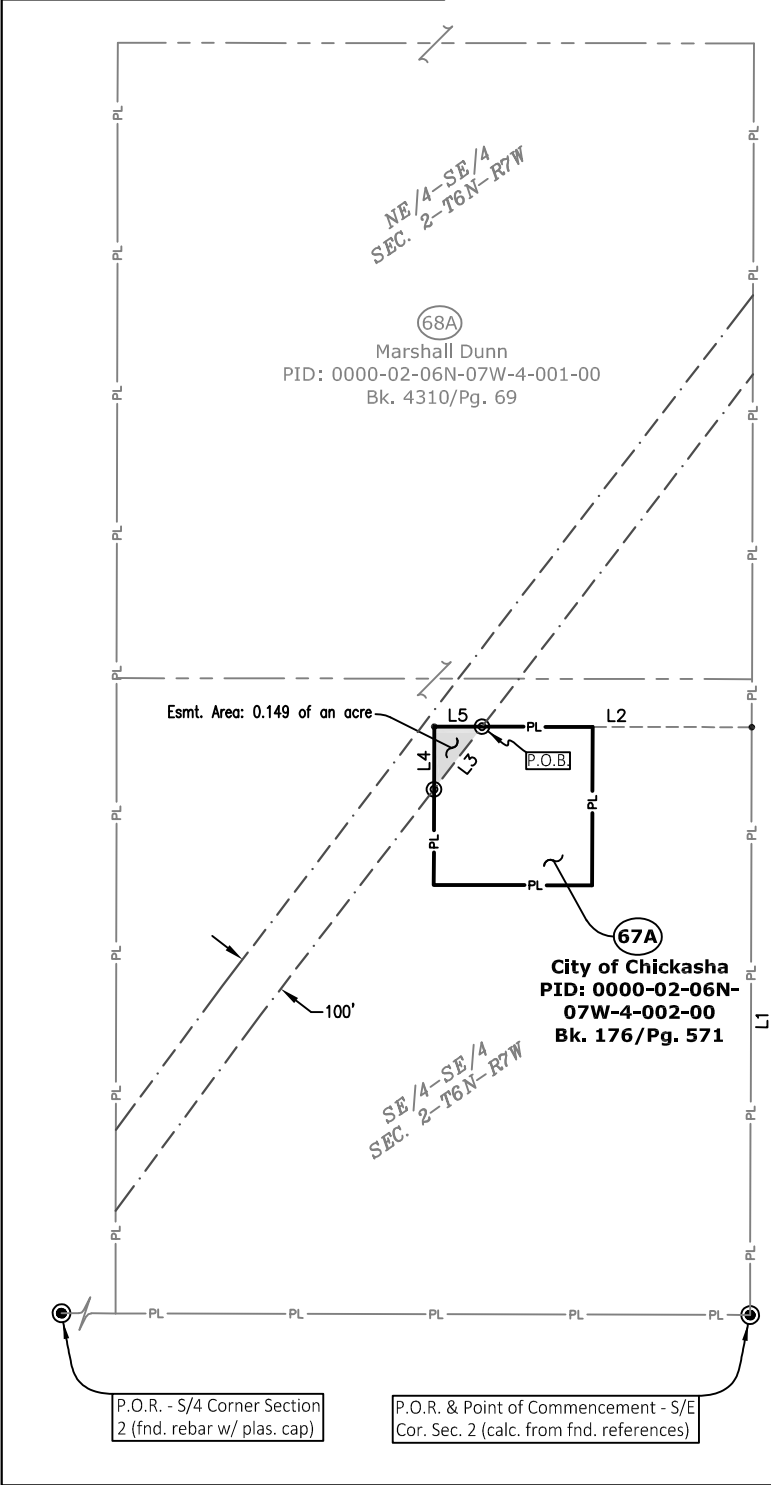


Exhibit "A"

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 00°10'38" E	1224.63'
L2	N 89°54'07" W	562.94'
L3	S 37°32'35" W	164.21'
L4	N 00°08'20" E	130.37'
L5	S 89°54'07" E	99.75'



John M. Webb 7/30/24
JOHN M. WEBB
PROFESSIONAL SURVEYOR NO: 1269



LEGEND

- P.O.B. POINT OF BEGINNING
- P.O.R. POINT OF REFERENCE
- FOUND CORNER (As described)
- ⊙ SET #4 REBAR W/ PLAS. CAP MKD. "LS 1269 CA 4066" OR MAGNAIL W/ WASHER MKD. "OK CA 4066 AR CA 1583" IN PAVED SURFACES
- RIGHT-OF-WAY LINE
- R/W ROAD RIGHT-OF-WAY LINE
- EASEMENT AREA
- PL PROPERTY LINE

NOTES:
1) THIS DRAWING WAS PREPARED FOR THE LIMITED USE OF PUBLIC SERVICE COMPANY OF OKLAHOMA FOR EASEMENT PURPOSES ONLY AND IS NOT INTENDED TO REPRESENT A COMPLETE SURVEY OF THE PROPERTY.
2) LAND OWNERSHIP INFORMATION IS PROVIDED BY TITLE AGENCY. NO ADDITIONAL VERIFICATION HAS BEEN PERFORMED BY THE SURVEY COMPANY.
3) BEARINGS SHOWN HEREON ARE GRID, BASED ON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NAD 83 (2011), SOUTH ZONE.
4) DISTANCES SHOWN HEREON ARE SURFACE DISTANCES, DERIVED USING A COMBINED GROUND TO GRID SCALE FACTOR OF 0.99992987684945.

SURVEY AND MAPPING BY JOHN M. WEBB AND ASSOCIATES, INC.		
P. O. BOX 1628, AUSTIN, TEXAS, 78767, OK FIRM REC. # 4066		
LINE NAME: Cornville - Southwestern Power Station		
LINE NO: TLN114:0509		
EXISTING TRANSMISSION LINE RIGHT OF WAY EASEMENT: Supplemental Easement and Right of Way from The City of Chickasha, a municipal corporation to Public Service Company of Oklahoma, an Oklahoma corporation, recorded in Book 6159, Page 527 of the Deed Records of Grady County, Oklahoma.		
PUBLIC SERVICE COMPANY OF OKLAHOMA		
Easement across the property of The City of Chickasha, a municipal corporation, containing 0.149 of an acre		
Part of the SE/4 of the SE/4 of Section 2, Township 6 North, Range 7 West of the Indian Meridian, Grady County, Oklahoma		
DATE: 7/30/2024	SCALE: 1" = 400'	TRACT NO.: 67A

Line Name: Cornville - Southwestern Power Station

Line No.: TLN114:0509 **Easement No.:** 67A

EASEMENT PAYMENT SCHEDULE

THE UNDERSIGNED:

GRANTOR: City of Chickasha, a municipal corporation

ADDRESS: 117 North 4th Street, Chickasha, Oklahoma 73018

HEREBY OFFER to accept amount as determined in accordance with the schedule below in full payment of the Easement and Right-of-Way for an electric transmission, distribution, and communication lines, being, in, on, over, under, through and across the land of the Undersigned situated in being a part of the East Half of the Southeast Quarter of the Southeast Quarter of Section 2, Township 6 North, Range 7 West, Grady County, State of Oklahoma, under an easement dated _____, 2024 from the Undersigned to the Company, to wit:

PAYMENT SCHEDULE

Easement Acquisition Cost Description:	Items Paid
Supplemental Easement Consideration Paid – 0.120 Acres +/- @ Unit Price of \$500.00	\$500.00
942 - Sub-Totals	\$500.00
Total Consideration includes Initial Consideration Paid	\$500.00

The amounts so determined are full payment for the Easement and Right-of-Way. Any construction damages will be paid separately unless noted above.

Accepted on _____, 2024

Signed on _____, 2024

Contract Land Staff, LLC, Contract Agent for:
Public Service Company of Oklahoma

GRANTOR:

City of Chickasha, a municipal corporation

By: _____
Field Agent: Jordan Bishop

By: _____

Print Name: _____

Title: _____

For Office Use Only:

Attach Required W-9

GL	PCBU	Project BPID	Work Order	Account	Dept.	CC	Act	Easement Payment
114	TRANS	A20114001	T10244681001	1070001	10425	942	691	\$500.00

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
requester. Do not
send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐	
	5 Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
				-				-		
or										
Employer identification number										
				-						

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date
------------------	--------------------------	------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

CHICKASHA

Meeting Type: Council Agenda 9-3-2024

Meeting Date: 9/3/2024

Department: City Clerk

Agenda Item No. 4.h.

AGENDA ITEM: Approve the request from the Chickasha Chamber of Commerce for the Annual Lighted Christmas Parade to be held along Chickasha Avenue on Saturday, December 7, 2024.

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 7, 2024.

The parade will line up at 8th and Chickasha Avenue 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 have provided a Certificate of Liability Insurance already.

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 7, 2024, 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:	(From)		

Septe,ber 3, 2024		
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- V. ATTACHMENTS:**
1. Christmas Parade



City of

Chickasha

Community Development

OUTDOOR AMUSEMENT EVENT LICENSE APPLICATION

Date: 8/15/24 Event Date(s) & Times: December 7, 2024 6-7pm

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

Christmas Parade Chickasha Ave 8th St to 1st St

Applicant: Chickasha Chamber of Commerce

Mailing Address: 221 W. Chickasha Ave.

City: Chickasha State: OK Zip: 73018

Event Address or location description:

Property Owner: City of Chickasha

Phone Number:

Mailing Address:

City: State: Zip:

Present Zoning District: Size of Event Space (Acres): 8 blocks

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):

REQUIREMENTS

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

Comments:

☐ Reviewed By: Police Department
☐ Reviewed By: Fire Department
☐ Reviewed By: Public Works
☐ Reviewed By: Community Development
☐ Approved ☐ Denied By: City Manager's Office



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/09/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Mosley Agency 428 Grand Avenue P.O. Box 2100 Chickasha OK 73023-2100		CONTACT NAME: Terry Charlson PHONE (A/C, No, Ext): (405) 224-1000 FAX (A/C, No): (405) 224-5593 E-MAIL ADDRESS: TerryC@MosleyAgency.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Ace Property and Casualty Ins. Co.	
		INSURER B: Executive Risk Indemnity Inc.	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: CL2462106416

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY			D95199331	01/01/2024	01/01/2025	EACH OCCURRENCE	
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	
							MED EXP (Any one person)	
							PERSONAL & ADV INJURY	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	
	☐ POLICY ☐ PROJECT ☐ LOC						PRODUCTS - COMP/OP AGG	
	OTHER:						Liability and Medical	
A	☒ UMBRELLA LIAB			D95199343	01/01/2024	01/01/2025	COMBINED SINGLE LIMIT (Ea accident)	
	☐ EXCESS LIAB						BODILY INJURY (Per person)	
	☐ RETENTION \$						BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			7178-43-14	01/01/2024	01/01/2025	EACH OCCURRENCE	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y ☐ N	N/A				AGGREGATE	
	If yes, describe under DESCRIPTION OF OPERATIONS below							PER STATUTE ☐ OTH-ER ☐
								E.L. EACH ACCIDENT
							E.L. DISEASE - EA EMPLOYEE	
							E.L. DISEASE - POLICY LIMIT	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Oklahoma Food Truck Championship Sept 28
Fright Night Oct 11
Neewollah Oct 26
Christmas Parade Dec 7th

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Christopher Mosley

CHICKASHA

Meeting Type: Council Agenda 9-3-2024

Meeting Date: 9/3/2024

Department: City Clerk

Agenda Item No. 4.i.

AGENDA ITEM: Approve a request from the Chickasha Chamber of Commerce to hold the Neewollah Festival on Saturday, October 26, 2024, from 3:30 p.m. to 6:30 p.m.

I. BACKGROUND/DESCRIPTION:

A request has been received from the Chickasha Chamber of Commerce for permission to conduct the annual Neewollah Festival to be held from 3:30 p.m. to 6:30 p.m. on Saturday, October 26, 2024.

The Chickasha Chamber of Commerce will be developing a children/family-friendly event in the 100-300 block of Chickasha Avenue. They are requesting permission to block off the side streets in this area. They are asking to begin blocking the streets by noon of that day.

II. RECOMMENDED ACTION:

Approve a request from the Chickasha Chamber of Commerce to hold the Neewollah Festival on Saturday, October 26, 2024, from 3:30 p.m. to 6:30 p.m.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: September 3, 2024	(From)		

V. ATTACHMENTS:

1. Neewollah Festival



City of

Chickasha

Community Development

OUTDOOR AMUSEMENT EVENT LICENSE APPLICATIONDate: 8-15-24Event Date(s) & Times: October 26, 2024 3:30-6:30pm*Event Type (Include a description of all events and functions): Between 3rd St + DT Park on Chickasha Ave.Neerwollsh Festival*Would like to start blocking streets by noon.Applicant: Chickasha Chamber of CommerceMailing Address: 221 W Chickasha AveCity: ChickashaState: OKZip: 73018

Event Address or location description: _____

Property Owner: City of Chickasha

Phone Number: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Present Zoning District: _____ Size of Event Space (Acres): 3 blocksType of Sanitary Facilities to be Provided: N/AType of Solid Waste Facilities to be Provided: N/ACombined Estimated Number of Participants/Spectator's: 500

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

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

Comments: _____

☐ Reviewed By: _____	Police Department _____
☐ Reviewed By: _____	Fire Department _____
☐ Reviewed By: _____	Public Works _____
☐ Reviewed By: _____	Community Development _____
☐ Approved ☐ Denied By: _____	City Manager's Office _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/09/2024

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PRODUCER Mosley Agency 428 Grand Avenue P.O. Box 2100 Chickasha OK 73023-2100		CONTACT NAME: Terry Charlson PHONE (A/C, No, Ext): (405) 224-1000 FAX (A/C, No): (405) 224-5593 E-MAIL ADDRESS: TerryC@MosleyAgency.com	
INSURED Chickasha Chamber of Commerce 221 W Chickasha Ave Chickasha OK 73023		INSURER(S) AFFORDING COVERAGE INSURER A: Ace Property and Casualty Ins. Co. INSURER B: Executive Risk Indemnity Inc. INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL2462106416 **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR		D95199331	01/01/2024	01/01/2025	EACH OCCURRENCE \$
		DAMAGE TO RENTED PREMISES (En occurrence) \$ 1,000,000				
		MED EXP (Any one person) \$ 5,000				
		PERSONAL & ADV INJURY \$				
	GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:					GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
						Liability and Medical \$ 1,000,000
A	☒ UMBRELLA LIAB ☐ EXCESS LIAB		D95199343	01/01/2024	01/01/2025	COMBINED-SINGLE LIMIT (En accident) \$
	☐ OCCUR ☐ CLAIMS-MADE					BODILY INJURY (Per person) \$
	DED \$ RETENTION \$					BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A	7178-43-14	01/01/2024	01/01/2025	PER STATUTE ☐ OTH-ER ☐
						E.L. EACH ACCIDENT \$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Oklahoma Food Truck Championship Sept 28
Fright Night Oct 11
Neewollah Oct 26
Christmas Parade Dec 7th

CERTIFICATE HOLDER

CANCELLATION

City of Chickasha
117 N 4th St

Chickasha

OK 73018

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Christopher Mosley

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CHICKASHA

Meeting Type: Council Agenda 9-3-2024

Meeting Date: 9/3/2024

Department: City Clerk

Agenda Item No. 4.j.

AGENDA ITEM: Approve a request from the Chickasha Chamber of Commerce to hold a "Fright Night Walking Parade" on Friday, October 11, 2024, from 7:00 p. m. - 7:30 p.m. from 6th Street to 1st Street on Chickasha Avenue.

I. BACKGROUND/DESCRIPTION:

The Chickasha Chamber of Commerce is having a "Walking Costume Parade" on Friday, October 11, 2024 at 7:00 p.m. from 6th Street to 1st Street on Chickasha Ave. This is geared toward College/Adults. There is no request for street closures. However, they will be walking behind a horse-drawn carriage.

II. RECOMMENDED ACTION:

Approve the request from the Chickasha Chamber of Commerce to hold a "Fright Night Walking Parade" on Friday, October 11, 2024, from 7:00 p. m. - 7:30 p.m. from 6th Street to 1st Street on Chickasha Avenue.

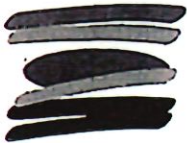
III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: September 3, 2024	(From)		

V. ATTACHMENTS:

1. Walking Parade



City of

Chickasha

Community Development

OUTDOOR AMUSEMENT EVENT LICENSE APPLICATION

Date: 8-15-24

Event Date(s) & Times: October 11, 2024 7-11:30pm

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

Annual Front Night walking parade - following pumpkin painting on 6th Street. we will walk, in costume, behind a horse drawn carriage, to 1st St.

Applicant: Chickasha Chamber of Commerce

Mailing Address: 221 W Chickasha Ave

City: Chickasha State: OK Zip: 73018

Event Address or location description: _____

Property Owner: City of Chickasha Phone Number: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Present Zoning District: _____ Size of Event Space (Acres): 6 blocks

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: 100-200

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.

Comments:

☐ Reviewed By: _____ Police Department _____
☐ Reviewed By: _____ Fire Department _____
☐ Reviewed By: _____ Public Works _____
☐ Reviewed By: _____ Community Development _____
☐ Approved ☐ Denied By: _____ City Manager's Office



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/09/2024

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PRODUCER Mosley Agency 428 Grand Avenue P.O. Box 2100 Chickasha OK 73023-2100	CONTACT NAME: Terry Charlson PHONE (A/C, No, Ext): (405) 224-1000 FAX (A/C, No): (405) 224-5593 E-MAIL ADDRESS: TerryC@MosleyAgency.com
INSURED Chickasha Chamber of Commerce 221 W Chickasha Ave Chickasha OK 73023	INSURER(S) AFFORDING COVERAGE INSURER A: Ace Property and Casualty Ins. Co. INSURER B: Executive Risk Indemnity Inc. INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: CL2462106416 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:			D95199331	01/01/2024	01/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Liability and Medical \$ 1,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☐ EXCESS LIAB DED ☐ RETENTION \$ OCCUR CLAIMS-MADE			D95199343	01/01/2024	01/01/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A	7178-43-14	01/01/2024	01/01/2025	PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Oklahoma Food Truck Championship Sept 28
Fright Night Oct 11
Neewollah Oct 26
Christmas Parade Dec 7th

CERTIFICATE HOLDER

CANCELLATION

City of Chickasha
117 N 4th St

Chickasha

OK 73018

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Christopher Mosley

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Meeting Type: Council Agenda 9-3-2024

Meeting Date: 9/3/2024

Department: Administration

Agenda Item No. 4.k.

AGENDA ITEM: Approve an agreement with Environmental Management Inc. to collect hazardous waste during the City of Chickasha's Fall Clean Up Event and authorize the Mayor to execute the same.

I. BACKGROUND/DESCRIPTION:

Approve an agreement with Environmental Management Inc. to collect hazardous waste during the City of Chickasha's Fall Clean Up Event and authorize the Mayor to execute the same. Amount is not to exceed \$38,850.

- Provides for EMI staffing the day of the event, transportation and packaging equipment to collect hazardous waste including pesticides, chemicals, herbicides, batteries, aerosols, used oil, light bulbs, and non-latex paint.
 - Citizens to be advised to let latex paint dry out and dispose in regular household waste
 - We will not be accepting electronics including computers and TVs, smoke detectors or pharmaceutical waste.
 - Tires will be accepted by Waste Connections along with regular household waste.
 - Clean Up Event schedule for October 16-19. Household Waste and Limbs will be collected all four days, with hazardous waste + tires being collected only on Saturday, October 19 from 8 a.m. to noon.
- EMI will handle all collection, labeling, transportation, etc. City Staff will be available to help check addresses, as this is open only to those in City Limits.
 - Water bills will be primary method of verification, with dump tickets being provided by Community Development as needed.
- Hazardous Waste Collection during our Clean Up Event has been requested for many years from our citizens, and our departments are working collaboratively to provide this opportunity. We will be reimbursed \$30,000 through a grant awarded by the DEQ to assist with hazardous waste cleanup.

II. RECOMMENDED ACTION:

Approve an agreement with Environmental Management Inc. to collect hazardous waste during the City of Chickasha's Fall Clean Up Event and authorize the Mayor to execute the same.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Shae Mortimer, Marketing & Civic Engagement Manager	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: September 3, 2024	25-525-6450-030		38850

V. ATTACHMENTS:

1. EMI Authorization to begin work- Chickasha HHW 2024
2. City of Chickasha HHW proposal Oct 2024

ENVIRONMENTAL MANAGEMENT AUTHORIZATION TO BEGIN WORK

I, Zachary Grayson of City of Chickasha, Oklahoma
(Representative's Name) (Company)
Hereinafter referred to as "Company", located at 117 N. 4th Street
(Address)
Chickasha, OK 73018, 405-222-6021
(City, State, Zip) (Telephone Number)
do hereby authorize Environmental Management to begin work on the project
located at Household Hazardous Waste Event, 502 N. Genevieve Street, Chickasha, OK 73018
upon agreement of the following terms and conditions:

- I. Environmental Management shall furnish the labor, equipment, materials, and services required in order to perform the work stated above at the direction of the Company so long as such direction conforms to all Local, State and Federal regulations. Environmental Management agrees to perform such services according to the rates set forth in our standard rate sheet listed in Attachment "A". Invoicing will be paid by the Company within thirty (30) days of receipt of the invoice or 1.5 % per month service fee shall apply. Acceptance to perform work is implied agreement with all terms and conditions of this authorization to begin work. The Company's Purchase Order Number is 56350.
- II. The Company shall provide the available information regarding its requirements for the work and shall timely submit to Environmental Management any new information, which becomes available or any change in plans subsequent to any such providing of information. The Company shall communicate to Environmental Management any special hazard risks involved in the remediation and/or removal of the materials, of which it is, or becomes aware.
- III. Environmental Management acknowledges and agrees that the Company may expand, modify, and/or discontinue Environmental Management's work entirely at the Company's discretion. However, in the case of discontinuance, the Company acknowledges and agrees that appropriate demobilization charges may still apply.
- IV. Environmental Management shall take necessary precautions for the safety of its employees, and shall comply with all applicable provisions of Federal, State and Local laws.
- V. The Company agrees to indemnify, defend and hold harmless Environmental Management, including their representatives present and future officers, employees, agents and assigns from and against any and all claims, demands, suits, causes of action in law or in equity, expenses and liability of any nature on account of damage or destruction of property, injury or death of persons or action of any governmental agency resulting from any negligence or intentional acts of misconduct on the part of the company, its officers, agents, or employees.

- VI. Environmental Management agrees to indemnify, defend and hold harmless the Company including their respective present and future officers, employees, agents and assigns from and against any and all claims, demands, suits, cause of action in law or in equity, expenses and liability of any nature on account of damage or destruction of property, injury or death of persons or action of any governmental agency arising out of Environmental Management's negligence or intentional acts of misconduct concerning its performance of services under this agreement.
- VII. Both parties agree to negotiate in good faith to resolve any dispute that arises under this agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year written below.

Environmental Management

P.O. Box 700

Guthrie, OK 73044-0700

Phone: (405) 282-8510

Fax: (405) 283-1486

David Hooper
(Signed)

David Hooper
(Title)

Project Manager
(Date)

Company: _____

Address: _____

City, State, Zip: _____

Phone: _____

Fax: _____ Email Address: _____

(Signed)

(Title)

(Date)

Attachment A

Quoted Rates for this project

See Cost Proposal Attachment

PROPOSAL

**CITY OF CHICKASHA, OKLAHOMA
HOUSEHOLD HAZARDOUS WASTE COLLECTION**

DATE: August 13, 2024

TO: Shae Mortimer
City of Chickasha
117 N. 4th Street
Chickasha, OK 73018

FROM:

Environmental Management Inc.
PO Box 700/ 5200 NE Hwy 33
Guthrie, OK 73044
405-282-8510
dhooper@emiok.com

CONTRACTOR AVAILABILITY: Saturday, October 19, 2024 8am-12pm

ATTACHMENTS:

n/a

COST PROPOSAL:

Part #1 and Part #2.

SUBMITTAL:

Signed by: David Hooper Date: 8-13-24

Print Name & Title: David Hooper Project Manager

COST PROPOSAL - PART #1

1. List ALL applicable costs (e.g., setup charges, transport charges, etc.), ***other than materials disposal costs*** (see Part #2) pertaining to the proposed collection event.

<u>Description</u>	<u>\$ Cost</u>
A. <u>Labor (3 man team)</u>	<u>\$4,500.00</u>
B. <u>Transportation</u>	<u>\$1,500.00</u>
C. <u>Equipment and Containers</u>	<u>\$2,850.00</u>
D. _____	_____
E. _____	_____

2. Disposal cost per material unit.

COST PROPOSAL PART #2: MATERIALS DISPOSAL COSTS

Description	Unit of Measure	Cost Per Unit
Auto, Anti-Freeze	Lb.	\$0.35
Auto, Motor / Gear Oils	Lb.	\$0.40
Auto, Grease	Lb.	\$0.25
Auto, Oil Filters	Lb.	\$0.35
Batteries, Lead-acid	Lb.	\$0.75
Batteries, Alkaline	Lb.	\$1.50
Batteries, NICAD	Lb.	\$1.75
Cleaners, Water based	Lb.	\$0.30
Cleaners, Ammonia-based	Lb.	\$1.00
Corrosives, Liquid	Lb.	\$2.50
Corrosives, Solid	Lb.	\$1.00
Flammables, Liquid	Lb.	\$2.25
Flammables, Solids	Lb.	\$15.50
Lights, Fluorescent	Ft.	\$0.50
Lights, Fluorescent ballasts	Lb.	\$1.00
Mercury, Mercury-containing items	Lb.	\$22.50
Oxidizers, Liquid	Lb.	\$2.25
Oxidizers, Solids	Lb.	\$3.25
Paint, Aerosols	Lb.	\$2.00
Paint, Latex	NOT ACCEPTED	
Paint, Oil based	CUBIC YARD BOX	\$750.00
Paint, Lead based	CUBIC YARD BOX	\$750.00
Pesticides, Liquid	Lb.	\$7.75
Pesticides, Solids	Lb.	\$7.75
Pesticides, Banned	Lb.	\$7.50
Other (specify as needed w/ attachments)	Lb.	SEE PART #2
Electronics (Computer CPU & monitor, T.V.)	NOT ACCEPTED	

COST PROPOSAL PART #2: ADDITIONAL MATERIALS DISPOSAL COSTS

Description	Unit of Measure	Cost Per Unit
Batteries, Lithium	Lb.	\$6.00
Batteries, Zinc Carbon	Lb.	\$1.75
Fire Extinguishers	Lb.	\$1.50
Toxic Liquids	Lb.	\$7.75
Toxic Solids	Lb.	\$7.75
Trash and debris	Lb.	\$1.00
Toxic Aerosols	Lb.	\$5.25
Smoke Detectors	NOT ACCEPTED	
Tires	NOT ACCEPTED	
Compact Fluorescent Bulbs	Lb.	\$0.50
Nonhazardous Chemicals	Lb.	\$1.00
Compressed Gas Cylinders	Lb.	\$2.50
Sharps (syringes, needles)	Lb.	\$1.50

CHICKASHA



Meeting Type: Council Agenda 9-3-2024

Meeting Date: 9/3/2024

Department: Finance

Agenda Item No. 4.I.

AGENDA ITEM: Acceptance of the Claims List.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: September 3, 2024	(From)		

V. ATTACHMENTS:

1. CM 09.03.24_Redacted
2. 02-August 2024 Payroll Distribution-PAGE 1
3. 02-August 2024 Payroll Distribution-PAGE 2

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	GENERAL FUND	COLONIAL LIFE & ACCIDENT INSURANCE COM	COLONIAL LIFE & ACCIDENT I	408.38
		MISC ONE-TIME V KAMI WINKLER	KAMI WINKLER DEP REFUND	212.50
		CITY OF CHICKASHA	FINES/FEES AUG24	8,424.79
		BLUE CROSS BLUE SHIELD OF OKLAHOMA 202	BLUE CROSS BLUE SHIELD OF	2,817.02
		EQUITABLE FINANCIAL LIFE INSURANCE CO	EQUITABLE FINANCIAL LIFE I	129.14-
		THE STANDARD INSURANCE COMPANY	THE STANDARD INSURANCE COM	29.45
		OPTIONS COUNSELING SERVICE, INC.	OPTIONS COUNSELING SERVICE	10.50
			TOTAL:	11,773.50
ADMINISTRATION	GENERAL FUND	EXPRESS STAR	PUBLISH COC-2405	102.56
		BLUE CROSS BLUE SHIELD OF OKLAHOMA 202	MED \$1,000 DED EMP/SPOUSE	888.88
			MED \$1,000 DED EMP/SPOUSE	888.88
		EQUITABLE FINANCIAL LIFE INSURANCE CO	DENTAL EMP/SPOUSE	29.94
			DENTAL EMP/SPOUSE	29.94
		OKLAHOMA MUNICIPAL RETIRE	OMRF3	446.15
			OMRF	285.11
			OMRF	285.11
		TRANSFER ACCOUNT	FICA	529.37
			MEDICARE	123.80
		JOURNAL RECORD	PUBLISH CMA-2403	42.75
		OPTIONS COUNSELING SERVICE, INC.	EMPLOYEE ASSISTANCE PROGRA	3.00
			EMPLOYEE ASSISTANCE PROGRA	3.00
		ESRI INC.	GIS MAPPING RENEWAL	11,800.00
			TOTAL:	15,458.49
FIRE ADMINISTRATION	GENERAL FUND	VERIZON WIRELESS	ACCT: 742069840-0001	120.03
		PUBLIC SERVICE COMPANY OF OKLAHOMA	MISC ACCTS SEE DETAILS	140.36
		BLUE CROSS BLUE SHIELD OF OKLAHOMA 202	MED \$1,000 DED EMP ONLY	227.16
			MED \$1,000 DED EMP ONLY	227.16
			MED \$1,000 DED EMP/FAM	1,222.50
			MED \$1,000 DED EMP/FAM	1,222.50
		EQUITABLE FINANCIAL LIFE INSURANCE CO	DENTAL EMP ONLY	10.82
			DENTAL EMP ONLY	10.82
			DENTAL EMP/FAMILY	57.52
			DENTAL EMP/FAMILY	57.52
		OKLAHOMA FIREFIGHTERS	FIRE PENSION	1,004.70
		OKLAHOMA MUNICIPAL RETIRE	OMRF	105.80
			OMRF	107.77
		TRANSFER ACCOUNT	FICA	70.27
			MEDICARE	109.83
		OPTIONS COUNSELING SERVICE, INC.	EMPLOYEE ASSISTANCE PROGRA	4.50
			EMPLOYEE ASSISTANCE PROGRA	4.50
		IAFF LOCAL 2041 (HEALTH INS)	FIRE EE/SPOUSE DENTAL	46.40
			FIRE EE/SPOUSE DENTAL	46.40
			FIRE GROUP LIFE	17.44
			FIRE GROUP LIFE	17.44
			FIR/EESP VISION	24.00
			FIR/EESP VISION	24.00
			TOTAL:	4,879.44
POLICE ADMINISTRATION	GENERAL FUND	SPIC & SPAN COMMERCIAL CLEANING, LLC	AUG CLEANING	1,082.00
		BLUE CROSS BLUE SHIELD OF OKLAHOMA 202	MED \$1,000 DED EMP/FAM	611.25
			MED \$1,000 DED EMP/FAM	611.25
			MED \$2,500 DED EMP ONLY	368.80
			MED \$2,500 DED EMP ONLY	368.80
			MED #2,500 DED EMP/SPOUSE	446.59

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		CKENERGY ELECTRIC COOPERATIV	MED #2,500 DED EMP/SPOUSE	446.59
		EQUITABLE FINANCIAL LIFE INSURANCE CO	MISC ACCTS SEE DETAIL	71.40
			DENTAL EMP ONLY	21.64
			DENTAL EMP ONLY	21.64
			DENTAL EMP/FAMILY	28.76
			DENTAL EMP/FAMILY	28.76
			DENTAL EMP/SPOUSE	14.97
			DENTAL EMP/SPOUSE	14.97
		CITY OF CHICKASHA-(ACH) OKLAHOMA POLIC	POLICE PENSION	567.69
		OKLAHOMA MUNICIPAL RETIRE	OMRF	762.82
			OMRF	779.69
		THE GLASS SHOP	NEW GLASS - COURT ROOM	1,489.51
		TRANSFER ACCOUNT	FICA	759.64
			MEDICARE	177.66
		UNIFIRST HOLDINGS, L.P.	MISC ACCOUNTS SEE DETAIL	18.79
			MISC ACCOUNTS SEE DETAIL	14.80
			MISC ACCOUNTS SEE DETAILS	18.79
			MISC ACCOUNTS SEE DETAI	18.79
		OPTIONS COUNSELING SERVICE, INC.	EMPLOYEE ASSISTANCE PROGRA	7.50
			EMPLOYEE ASSISTANCE PROGRA	7.50
		ESRI INC.	RENEWAL	1,710.00
			TOTAL:	10,470.60
EMERGENCY MANAGEMENT	GENERAL FUND	OKLAHOMA MUNICIPAL RETIRE	OMRF	237.52
			OMRF	237.52
		TRANSFER ACCOUNT	FICA	162.90
			MEDICARE	38.10
		OPTIONS COUNSELING SERVICE, INC.	EMPLOYEE ASSISTANCE PROGRA	1.50
			EMPLOYEE ASSISTANCE PROGRA	1.50
			TOTAL:	679.04
CEMETERY SERVICES	GENERAL FUND	EXPRESS SERVICES INC	CONRTACT LABOR	1,284.03
		BLUE CROSS BLUE SHIELD OF OKLAHOMA 202	MED \$1,000 DED EMP ONLY	183.51
			MED \$1,000 DED EMP ONLY	183.51
		ONIN HOLDINGS INC	CONTRACT LABOR	5,185.84
		EQUITABLE FINANCIAL LIFE INSURANCE CO	DENTAL EMP ONLY	10.82
			DENTAL EMP ONLY	10.82
		OKLAHOMA MUNICIPAL RETIRE	OMRF	289.31
			OMRF	302.04
		OKLAHOMA ELECTRIC COOP	CEM & WW 07/07-08/07/24	55.34
		SMALL ENGINE SERVICE	TOOLS FOR CEMETERY	2,547.00
			PARTS FOR MOWERS	277.84
		TRANSFER ACCOUNT	FICA	198.81
			MEDICARE	46.50
		OPTIONS COUNSELING SERVICE, INC.	EMPLOYEE ASSISTANCE PROGRA	3.00
			EMPLOYEE ASSISTANCE PROGRA	3.00
			TOTAL:	10,581.37
HUMAN RESOURCES	GENERAL FUND	BLUE CROSS BLUE SHIELD OF OKLAHOMA 202	MED \$1,000 DED EMP ONLY	183.51
			MED \$2,500 DED EMP ONLY	184.40
			MED \$2,500 DED EMP ONLY	184.40
		EQUITABLE FINANCIAL LIFE INSURANCE CO	DENTAL EMP ONLY	10.82
			DENTAL EMP ONLY	21.64
		OKLAHOMA MUNICIPAL RETIRE	OMRF	414.30
			OMRF	415.79
		TRANSFER ACCOUNT	FICA	285.86

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			MEDICARE	66.86
		OPTIONS COUNSELING SERVICE, INC.	EMPLOYEE ASSISTANCE PROGRA	3.00
			EMPLOYEE ASSISTANCE PROGRA	<u>3.00</u>
			TOTAL:	1,773.58
LIBRARY	GENERAL FUND	BAKER AND TAYLOR LLC	YOUTH BOOK LEASING	1,689.00
			BOOK PURCHASE	228.00
		SPIC & SPAN COMMERCIAL CLEANING, LLC	AUG CLEANING	1,665.00
		BLUE CROSS BLUE SHIELD OF OKLAHOMA 202	MED \$1,000 DED EMP ONLY	1,092.15
			MED \$1,000 DED EMP ONLY	1,092.15
		EQUITABLE FINANCIAL LIFE INSURANCE CO	DENTAL EMP ONLY	64.92
			DENTAL EMP ONLY	64.92
		OKLAHOMA MUNICIPAL RETIRE	OMRF	921.16
			OMRF	933.88
		TRANSFER ACCOUNT	FICA	635.37
			MEDICARE	148.60
		OPTIONS COUNSELING SERVICE, INC.	EMPLOYEE ASSISTANCE PROGRA	10.50
			EMPLOYEE ASSISTANCE PROGRA	<u>10.50</u>
			TOTAL:	8,556.15
STREET & STORM DRAINAG	GENERAL FUND	EXPRESS SERVICES INC	CONRTACT LABOR	705.59
		MARSHALL AUTO PARTS	PARTS & SUPPLIES	187.51
			PARTS & SUPPLIES	90.06
			PARTS & SUPPLIES	150.02
		PUBLIC SERVICE COMPANY OF OKLAHOMA	MISC ACCTS SEE DETAILS	0.04
		BLUE CROSS BLUE SHIELD OF OKLAHOMA 202	MED \$1,000 DED EMP/CHILD	399.49
			MED \$1,000 DED EMP/CHILD	399.49
			MED \$1,000 DED EMP ONLY	367.02
			MED \$1,000 DED EMP ONLY	183.51
			MED \$1,000 DED EMP/SPOUSE	1,079.82
			MED \$1,000 DED EMP/SPOUSE	1,079.82
		ONIN HOLDINGS INC	CONTRACT LABOR	5,285.97
		EQUITABLE FINANCIAL LIFE INSURANCE CO	DENTAL EMP/CHILD	18.70
			DENTAL EMP/CHILD	18.70
			DENTAL EMP ONLY	43.28
			DENTAL EMP ONLY	32.46
			DENTAL EMP/SPOUSE	29.94
			DENTAL EMP/SPOUSE	29.94
		POTTERS INDUSTRIES, LLC	GLASS BEADS	1,108.00
		SWARCO INDUSTRIES LLC	THEROMOPLASTIC 2 TONS	3,410.00
		OKLAHOMA MUNICIPAL RETIRE	OMRF	1,090.96
			OMRF	1,139.58
		TRAFFIC SIGNALS INC	TRAFFIC LIGHTS	500.00
		R & M BODY SHOP	REPAIR DAMAGE	9,221.05
		O'REILLY AUTO PARTS	PARTS & SUPPLIES	5.68
			PARTS & SUPPLIES	75.21
			PARTS & SUPPLIES	79.96
		TRANSFER ACCOUNT	FICA	751.35
			MEDICARE	175.74
		UNIFIRST HOLDINGS, L.P.	MISC ACCOUNTS SEE DETAIL	283.44
			MISC ACCOUNTS SEE DETAIL	222.83
			MISC ACCOUNTS SEE DETAIL	351.84
		OPTIONS COUNSELING SERVICE, INC.	EMPLOYEE ASSISTANCE PROGRA	12.00
			EMPLOYEE ASSISTANCE PROGRA	12.00
		BARRINGTON ELECTRIC	CONVERTED LIGHTS	<u>399.00</u>
			TOTAL:	28,940.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
FLEET MAINTENANCE	GENERAL FUND	BLUE CROSS BLUE SHIELD OF OKLAHOMA 202	MED \$1,000 DED EMP/SPOUSE	539.91
			MED \$1,000 DED EMP/SPOUSE	539.91
		OKLAHOMA MUNICIPAL RETIRE	OMRF	133.36
			OMRF	131.64
		TRANSFER ACCOUNT	FICA	83.26
			MEDICARE	19.47
		OPTIONS COUNSELING SERVICE, INC.	EMPLOYEE ASSISTANCE PROGRA	1.50
			EMPLOYEE ASSISTANCE PROGRA	1.50
		TOTAL:		1,450.55
ACCOUNTING SERVICES	GENERAL FUND	OMCTFOA	OMCTFOA FALL CONFERENCE	250.00
		BLUE CROSS BLUE SHIELD OF OKLAHOMA 202	MED \$1,000 DED EMP ONLY	367.02
			MED \$1,000 DED EMP ONLY	367.02
			MED \$2,500 DED EMP ONLY	184.40
			MED \$2,500 DED EMP ONLY	184.40
			DENTAL EMP ONLY	32.46
		EQUITABLE FINANCIAL LIFE INSURANCE CO	DENTAL EMP ONLY	32.46
			MILEAGE REIMBURSEMENT	48.24
		TESSA UPTON	OMRF	880.98
		OKLAHOMA MUNICIPAL RETIRE	OMRF	873.40
			CH RENTAL 8.20.24 9.19.24	21.00
		CULLIGAN/WRIGHT WATER	FICA	587.53
			MEDICARE	137.40
		TRANSFER ACCOUNT	PROFESSIONAL SERVICES	360.00
			EMPLOYEE ASSISTANCE PROGRA	6.00
		CRAWFORD AND ASSOCIATES PC	EMPLOYEE ASSISTANCE PROGRA	6.00
			EMPLOYEE ASSISTANCE PROGRA	6.00
		TOTAL:		4,338.31
COMM DEVEL/PLANNING SE	GENERAL FUND	BLUE CROSS BLUE SHIELD OF OKLAHOMA 202	MED \$1,000 DED EMP ONLY	410.67
			MED \$1,000 DED EMP ONLY	410.67
		EQUITABLE FINANCIAL LIFE INSURANCE CO	DENTAL EMP ONLY	21.64
			DENTAL EMP ONLY	21.64
		OKLAHOMA MUNICIPAL RETIRE	OMRF	613.92
			OMRF	586.26
		TRANSFER ACCOUNT	FICA	404.86
			MEDICARE	94.69
		OPTIONS COUNSELING SERVICE, INC.	EMPLOYEE ASSISTANCE PROGRA	3.00
			EMPLOYEE ASSISTANCE PROGRA	3.00
		TOTAL:		2,570.35
GENERAL GOVERNMENT	GENERAL FUND	QUADIENT LEASING USA, INC	LEASE COVERAGE8.22-9.21.24	300.06
		OKLAHOMA MUNICIPAL LEAGUE	MCO MEMBERSHIP-GRAYSON	300.00
		JOE'S MAYTAG HAC	FRIDGE	725.95
			TOTAL:	1,326.01
BUILDING SERVICES	GENERAL FUND	BLUE CROSS BLUE SHIELD OF OKLAHOMA 202	MED \$1,000 DED EMP ONLY	183.51
			MED \$1,000 DED EMP ONLY	183.51
			MED \$2,500 DED EMP/CHILD	333.74
			MED \$2,500 DED EMP/CHILD	333.74
		EQUITABLE FINANCIAL LIFE INSURANCE CO	DENTAL EMP ONLY	10.82
			DENTAL EMP ONLY	10.82
			DENTAL EMP/FAMILY	28.76
			DENTAL EMP/FAMILY	28.76
		OKLAHOMA MUNICIPAL RETIRE	OMRF	552.91
			OMRF	534.32
		TRANSFER ACCOUNT	FICA	349.51

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			MEDICARE	81.74
		OPTIONS COUNSELING SERVICE, INC.	EMPLOYEE ASSISTANCE PROGRA	3.00
			EMPLOYEE ASSISTANCE PROGRA	3.00
		OKLAHOMA UNIFORM BUILDING CODE COMMISS	JULY 2024 PERMIT FEES	<u>264.00</u>
			TOTAL:	2,902.14
FIRE OPERATIONS	GENERAL FUND	OKLAHOMA FIREFIGHTERS	FIRE PENSION	7,238.57
		TRANSFER ACCOUNT	MEDICARE	22.28
			MEDICARE	875.41
			MEDICARE	29.87
		OPTIONS COUNSELING SERVICE, INC.	EMPLOYEE ASSISTANCE PROGRA	24.00
			EMPLOYEE ASSISTANCE PROGRA	24.00
		IAFF LOCAL 2041 (HEALTH INS)	FIR/EECH OPTION A	1,488.00
			FIR/EECH OPTION A	1,488.00
			FIRE EE/CHILD(REN) DENTAL	62.40
			FIRE EE/CHILD(REN) DENTAL	62.40
			FIRE EE DENTAL	48.00
			FIRE EE DENTAL	48.00
			FIRE FAMILY DENTAL	265.60
			FIRE FAMILY DENTAL	265.60
			FIR/EE OPTION A	286.40
			FIR/EE OPTION A	286.40
			FIR/EE OPTION B	264.00
			FIR/EE OPTION B	264.00
			FIR/FAM OPTION A	6,041.60
			FIR/FAM OPTION A	6,041.60
			FIR/FAM OPTION B	682.00
			FIR/FAM OPTION B	682.00
			FIR/EESP OPTION A	1,113.60
			FIR/EESP OPTION A	1,113.60
			FIR/EE/CH VISION	22.40
			FIR/EE/CH VISION	22.40
			FIR/EE VISION	21.60
			FIR/EE VISION	21.60
			FIR/FAM VISION	140.80
			FIR/FAM VISION	<u>140.80</u>
			TOTAL:	29,086.93
PATROL SERVICES	GENERAL FUND	TOP TIER TACTICAL SURVIVAL AND OUTDOOR	NEW UNIFORMS & EQUIPEMNT	2,052.00
		VERIZON WIRELESS	ACCT: 9420700900-00001	3,642.04
		BLUE CROSS BLUE SHIELD OF OKLAHOMA 202	MED \$1,000 DED EMP/CHILD	664.28
			MED \$1,000 DED EMP/CHILD	664.28
			MED \$1,000 DED EMP ONLY	367.02
			MED \$1,000 DED EMP ONLY	367.02
			MED \$1,000 DED EMP/FAM	1,833.75
			MED \$1,000 DED EMP/FAM	1,833.75
			MED \$1,000 DED EMP/SPOUSE	444.44
			MED \$1,000 DED EMP/SPOUSE	444.44
			MED \$2,500 DED EMP/CHILD	667.48
			MED \$2,500 DED EMP/CHILD	667.48
			MED \$2,500 DED EMP ONLY	553.20
			MED \$2,500 DED EMP ONLY	553.20
			MED \$2,500 DED EMP/FAMILY	2,456.84
			MED \$2,500 DED EMP/FAMILY	2,456.84
			MED #2,500 DED EMP/SPOUSE	446.59
			MED #2,500 DED EMP/SPOUSE	446.59

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		MOORE, ELIP L	CONTRACT BILLING	1,500.00
		EQUITABLE FINANCIAL LIFE INSURANCE CO	DENTAL EMP/CHILD	74.80
			DENTAL EMP/CHILD	74.80
			DENTAL EMP ONLY	54.10
			DENTAL EMP ONLY	54.10
			DENTAL EMP/FAMILY	201.32
			DENTAL EMP/FAMILY	201.32
			DENTAL EMP/SPOUSE	29.94
			DENTAL EMP/SPOUSE	29.94
		CITY OF CHICKASHA-(ACH) OKLAHOMA POLIC	POLICE PENSION	5,189.96
		TRANSFER ACCOUNT	FICA	2,616.44
			MEDICARE	611.92
		OPTIONS COUNSELING SERVICE, INC.	EMPLOYEE ASSISTANCE PROGRA	28.50
			EMPLOYEE ASSISTANCE PROGRA	28.50
		PRO AUTO CARE	REPAIRS #1811	2,259.80
			TOTAL:	33,516.68
INVESTIGATIONS	GENERAL FUND	BLUE CROSS BLUE SHIELD OF OKLAHOMA 202	MED \$1,000 DED EMP/CHILD	332.14
			MED \$1,000 DED EMP/CHILD	332.14
			MED \$1,000 DED EMP/FAM	748.22
			MED \$1,000 DED EMP/FAM	748.22
		EQUITABLE FINANCIAL LIFE INSURANCE CO	DENTAL EMP/CHILD	18.70
			DENTAL EMP/CHILD	18.70
			DENTAL EMP/FAMILY	28.76
			DENTAL EMP/FAMILY	28.76
		CITY OF CHICKASHA-(ACH) OKLAHOMA POLIC	POLICE PENSION	735.03
		TRANSFER ACCOUNT	FICA	363.15
			MEDICARE	84.93
		OPTIONS COUNSELING SERVICE, INC.	EMPLOYEE ASSISTANCE PROGRA	3.00
			EMPLOYEE ASSISTANCE PROGRA	3.00
			TOTAL:	3,444.75
ANIMAL CONTROL	GENERAL FUND	BLUE CROSS BLUE SHIELD OF OKLAHOMA 202	MED \$1,000 DED EMP ONLY	183.51
			MED \$1,000 DED EMP ONLY	183.51
			MED \$2,500 DED EMP/CHILD	333.74
			MED \$2,500 DED EMP/CHILD	333.74
			MED \$2,500 DED EMP/FAMILY	614.21
			MED \$2,500 DED EMP/FAMILY	614.21
		MR. K'S PAINT & COLLISION	DOOR REPAIR	408.41
		EQUITABLE FINANCIAL LIFE INSURANCE CO	DENTAL EMP/CHILD	18.70
			DENTAL EMP/CHILD	18.70
			DENTAL EMP ONLY	10.82
			DENTAL EMP ONLY	10.82
			DENTAL EMP/FAMILY	28.76
			DENTAL EMP/FAMILY	28.76
		OKLAHOMA MUNICIPAL RETIRE	OMRF	451.08
			OMRF	458.77
		TRANSFER ACCOUNT	FICA	289.97
			MEDICARE	67.82
		OPTIONS COUNSELING SERVICE, INC.	EMPLOYEE ASSISTANCE PROGRA	4.50
			EMPLOYEE ASSISTANCE PROGRA	4.50
			TOTAL:	4,064.53
MUNICIPAL COURT	GENERAL FUND	BLUE CROSS BLUE SHIELD OF OKLAHOMA 202	MED \$1,000 DED EMP/SPOUSE	444.44
			MED \$1,000 DED EMP/SPOUSE	444.44
		EQUITABLE FINANCIAL LIFE INSURANCE CO	DENTAL EMP/SPOUSE	14.97

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			DENTAL EMP/SPOUSE	14.97
		OKLAHOMA MUNICIPAL RETIRE	OMRF	171.73
			OMRF	171.18
		TRANSFER ACCOUNT	FICA	103.18
			MEDICARE	24.13
		OPTIONS COUNSELING SERVICE, INC.	EMPLOYEE ASSISTANCE PROGRA	1.50
			EMPLOYEE ASSISTANCE PROGRA	<u>1.50</u>
			TOTAL:	1,392.04
DISPATCH SERVICES	GENERAL FUND	SPIC & SPAN COMMERCIAL CLEANING, LLC	AUG CLEANING	408.70
		BLUE CROSS BLUE SHIELD OF OKLAHOMA 202	MED \$1,000 DED EMP ONLY	183.51
			MED \$1,000 DED EMP ONLY	183.51
			MED \$1,000 DED EMP/FAM	611.25
			MED \$1,000 DED EMP/FAM	611.25
			MED \$2,500 DED EMP/CHILD	333.74
			MED \$2,500 DED EMP/CHILD	333.74
			MED \$2,500 DED EMP ONLY	368.80
			MED \$2,500 DED EMP ONLY	368.80
		EQUITABLE FINANCIAL LIFE INSURANCE CO	DENTAL EMP/CHILD	18.70
			DENTAL EMP/CHILD	18.70
			DENTAL EMP ONLY	32.46
			DENTAL EMP ONLY	32.46
			DENTAL EMP/FAMILY	28.76
			DENTAL EMP/FAMILY	28.76
			DENTAL EMP/SPOUSE	14.97
			DENTAL EMP/SPOUSE	14.97
		OKLAHOMA MUNICIPAL RETIRE	OMRF	963.27
			OMRF	956.25
		DEPARTMENT OF PUBLIC SAFETY	MONTHLY INVOICE	667.00
		TRANSFER ACCOUNT	FICA	637.88
			MEDICARE	149.19
		OPTIONS COUNSELING SERVICE, INC.	EMPLOYEE ASSISTANCE PROGRA	9.00
			EMPLOYEE ASSISTANCE PROGRA	<u>9.00</u>
			TOTAL:	6,984.67
CODE COMPLIANCE	GENERAL FUND	CHICKASHA CHAMBER OF COMMERCE	LEADERSHIP CHICKASHA	350.00
			LEADERSHIP CHICKASHA	350.00
		BLUE CROSS BLUE SHIELD OF OKLAHOMA 202	MED \$2,500 DED EMP/CHILD	333.74
			MED \$2,500 DED EMP/CHILD	333.74
		EQUITABLE FINANCIAL LIFE INSURANCE CO	DENTAL EMP/CHILD	18.70
			DENTAL EMP/CHILD	18.70
		OKLAHOMA MUNICIPAL RETIRE	OMRF	322.15
			OMRF	324.27
		TRANSFER ACCOUNT	FICA	215.69
			MEDICARE	50.45
		OPTIONS COUNSELING SERVICE, INC.	EMPLOYEE ASSISTANCE PROGRA	3.00
			EMPLOYEE ASSISTANCE PROGRA	<u>3.00</u>
			TOTAL:	2,323.44
PARK MAINTENANCE	GENERAL FUND	EXPRESS SERVICES INC	CONTRACT LABOR	2,971.15
			CONTRACT LABOR 8/21	3,272.34
		BLUE CROSS BLUE SHIELD OF OKLAHOMA 202	MED \$1,000 DED EMP/FAM	748.22
			MED \$1,000 DED EMP/FAM	748.22
			MED \$2,500 DED EMP/CHILD	333.74
			MED \$2,500 DED EMP/CHILD	333.74
			MED \$2,500 DED EMP ONLY	184.40

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		ONIN HOLDINGS INC	MED \$2,500 DED EMP ONLY	184.40
			CONTRACT LABOR	1,638.59
			CONTRACT LABOR 8/23	3,046.99
		WINZENRIED, SPENCER	MILEAGE REIMBURSEMENT	448.23
		EQUITABLE FINANCIAL LIFE INSURANCE CO	DENTAL EMP/CHILD	18.70
			DENTAL EMP/CHILD	18.70
			DENTAL EMP ONLY	32.46
			DENTAL EMP ONLY	32.46
		OKLAHOMA MUNICIPAL RETIRE	OMRF	1,092.26
			OMRF	1,024.29
		AT&T	ACCT:40522403746246	414.90
		TRANSFER ACCOUNT	FICA	672.92
			MEDICARE	157.38
		ALERT 360	ACCT: 008174039	52.67
		UNIFIRST HOLDINGS, L.P.	MISC ACCOUNTS SEE DETAIL	97.04
			MISC ACCOUNTS SEE DETAIL	97.04
			MISC ACCOUNTS SEE DETAI	104.89
		OPTIONS COUNSELING SERVICE, INC.	EMPLOYEE ASSISTANCE PROGRA	9.00
			EMPLOYEE ASSISTANCE PROGRA	9.00
			TOTAL:	17,743.73
SPORTS COMPLEX	GENERAL FUND	EXPRESS SERVICES INC	CONTRACT LABOR	2,269.70
			CONTRACT LABOR 8/21	2,449.25
		BLUE CROSS BLUE SHIELD OF OKLAHOMA 202	MED \$1,000 DED EMP ONLY	183.51
			MED \$1,000 DED EMP ONLY	183.51
		OKLAHOMA MUNICIPAL RETIRE	OMRF	162.26
			OMRF	150.02
		TRANSFER ACCOUNT	FICA	97.78
			MEDICARE	22.87
		OPTIONS COUNSELING SERVICE, INC.	EMPLOYEE ASSISTANCE PROGRA	1.50
			EMPLOYEE ASSISTANCE PROGRA	1.50
		BARRINGTON ELECTRIC	REPLACE TRANSFORMER	1,681.50
			TOTAL:	7,203.40
EMERGENCY MEDICAL SERV	EMERGENCY MED SERV	AT&T MOBILITY	ACCT: 287002901236	91.50
		CAPTIVATE BILLING, LLC	EMS BILLING	5,759.08
		BLUE CROSS & BLUE SHIELD OF OKLA	MICHEAL GRAHAM	93.21
		OKLAHOMA FIREFIGHTERS	FIRE PENSION	7,373.69
		TRANSFER ACCOUNT	MEDICARE	957.07
		OPTIONS COUNSELING SERVICE, INC.	EMPLOYEE ASSISTANCE PROGRA	34.50
			EMPLOYEE ASSISTANCE PROGRA	34.50
		IAFF LOCAL 2041 (HEALTH INS)	FIR/EECH OPTION A	1,488.00
			FIR/EECH OPTION A	1,488.00
			FIR/EEC OPTION D	311.20
			FIRE EE/CHLD(REN) DENTAL	62.40
			FIRE EE/CHILD(REN) DENTAL	62.40
			FIRE EE DENTAL	128.00
			FIRE EE DENTAL	128.00
			FIRE FAMILY DENTAL	132.80
			FIRE FAMILY DENTAL	132.80
			FIRE EE/SPOUSE DENTAL	116.00
			FIRE EE/SPOUSE DENTAL	116.00
			FIR/EE OPTION A	1,718.40
			FIR/EE OPTION A	1,718.40
			FIR/FAM OPTION A	1,510.40
			FIR/FAM OPTION A	1,510.40

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			FIR/FAM OPTION B	682.00
			FIR/FAM OPTION B	682.00
			FIR/FAM OPTION D	626.85
			FIRE GROUP LIFE	23.98
			FIRE GROUP LIFE	23.98
			FIRE/EE OPTION D	425.60
			FIRE/EE OPTION D	425.60
			FIR/EESP OPTION A	2,784.00
			FIR/EESP OPTION A	2,784.00
			FIR/EE/CH VISION	33.60
			FIR/EE/CH VISION	33.60
			FIR/EE VISION	28.80
			FIR/EE VISION	28.80
			FIR/FAM VISION	52.80
			FIR/FAM VISION	52.80
			FIR/EESP VISION	60.00
			FIR/EESP VISION	60.00
			TOTAL:	33,775.16
CHICKASHA INDUSTRIAL A	CHICKASHA INDUST A	BLUE CROSS BLUE SHIELD OF OKLAHOMA 202	MED \$2,500 DED EMP ONLY	184.40
			MED \$2,500 DED EMP ONLY	184.40
		EQUITABLE FINANCIAL LIFE INSURANCE CO	DENTAL EMP ONLY	10.82
			DENTAL EMP ONLY	10.82
		OKLAHOMA MUNICIPAL RETIRE	OMRF	237.64
			OMRF	247.79
		TRANSFER ACCOUNT	FICA	164.22
			MEDICARE	38.41
		OPTIONS COUNSELING SERVICE, INC.	EMPLOYEE ASSISTANCE PROGRA	1.50
			EMPLOYEE ASSISTANCE PROGRA	1.50
			TOTAL:	1,081.50
EMERGENCY 911	E-911 FUND	VISTA COM	MAINTENANCE CONTRACT	7,763.00
		PUBLIC SERVICE COMPANY OF OKLAHOMA	MISC ACCTS SEE DETAIL	5.17
		AT&T	ACCT:40552115480313	2,344.40
			TOTAL:	10,112.57
NON-DEPARTMENTAL	FIRE/EMS TRAINING	CITY OF CHICKASHA	FIRE/EMS TRAINING FUN 8.24	21.39
			TOTAL:	21.39
NON-DEPARTMENTAL	POLICE TRAINING FU	CITY OF CHICKASHA	POLICE TRAINING FUIND 8..2	415.47
			TOTAL:	415.47
UTILITY BILLING	CHICKASHA MUNICIPA	BLUE CROSS BLUE SHIELD OF OKLAHOMA 202	MED \$2,500 DED EMP/CHILD	333.74
			MED \$2,500 DED EMP/CHILD	333.74
		EQUITABLE FINANCIAL LIFE INSURANCE CO	DENTAL EMP/CHILD	18.70
			DENTAL EMP/CHILD	18.70
			DENTAL EMP/SPOOUSE	14.97
			DENTAL EMP/SPOOUSE	14.97
		OKLAHOMA MUNICIPAL RETIRE	OMRF	454.79
			OMRF	444.12
		TRANSFER ACCOUNT	FICA	293.26
			MEDICARE	68.58
		OPTIONS COUNSELING SERVICE, INC.	EMPLOYEE ASSISTANCE PROGRA	4.50
			EMPLOYEE ASSISTANCE PROGRA	4.50
			TOTAL:	2,004.57

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
CMA - CAPITAL PROJECTS	CHICKASHA MUNICIPA	CROSBY, JIM UTILITY TECHNOLOGY SERVICES	REIMBURSEMENT	40.00
			PARTS TO FIX WATER LINES	11,700.00
			PARTS TO FIX WATER LINES	<u>11,700.00</u>
			TOTAL:	23,440.00
CMA GENERAL	CHICKASHA MUNICIPA	TYLER TECHNOLOGIES	ERP PRO 9 FIN MIS SER	2,500.00
			DATAPROSE MAINT 10.24-6.2	<u>741.03</u>
			TOTAL:	3,241.03
PUBLIC WORKS ADMIN	CHICKASHA MUNICIPA	BLUE CROSS BLUE SHIELD OF OKLAHOMA 202	MED \$1,000 DED EMP/FAM	611.25
			MED \$1,000 DED EMP/FAM	611.25
			MED \$2,500 DED EMP/FAMILY	614.21
			MED \$2,500 DED EMP/FAMILY	614.21
			EQUITABLE FINANCIAL LIFE INSURANCE CO	57.52
			DENTAL EMP/FAMILY	57.52
			DENTAL EMP/FAMILY	57.52
			OKLAHOMA MUNICIPAL RETIRE	621.38
			OMRF	592.54
			OMRF	369.44
			FICA	86.40
			MEDICARE	197.31
			FASTENAL COMPANY	138.62
			JANITORIAL SUPPLIES	3.00
			EMPLOYEE ASSISTANCE PROGRA	<u>3.00</u>
			EMPLOYEE ASSISTANCE PROGRA	4,577.65
			TOTAL:	
SANITATION DEPARTMENT	CHICKASHA MUNICIPA	BLUE CROSS BLUE SHIELD OF OKLAHOMA 202	MED #2,500 DED EMP/SPOUSE	446.59
			MED #2,500 DED EMP/SPOUSE	446.59
			EQUITABLE FINANCIAL LIFE INSURANCE CO	14.97
			DENTAL EMP/SPOUSE	14.97
			DENTAL EMP/SPOUSE	141.89
			OKLAHOMA MUNICIPAL RETIRE	138.79
			OMRF	86.98
			OMRF	20.34
			FICA	19.53
			MEDICARE	19.53
			UNIFIRST HOLDINGS, L.P.	15.07
			MISC ACCOUNTS SEE DETAIL	1.50
			MISC ACCOUNTS SEE DETAIL	<u>1.50</u>
			EMPLOYEE ASSISTANCE PROGRA	1,368.25
			EMPLOYEE ASSISTANCE PROGRA	
			TOTAL:	
WATER PLANT	CHICKASHA MUNICIPA	CKENERGY ELECTRIC COOPERATIV	MISC ACCTS SEE DETAIL	7,652.53
			MISC ACCTS SEE DETAIL	51.00
			OKLAHOMA ELECTRIC COOP	78.81
			CEM & WW 07/07-08/07/24	<u>40.16</u>
			SUMMIT UTILITIES	7,822.50
			TOTAL:	
WASTEWATER PLANT	CHICKASHA MUNICIPA	PUBLIC SERVICE COMPANY OF OKLAHOMA	MISC ACCTS SEE DETAIL	<u>43.40</u>
			TOTAL:	43.40
LINE MAINTENANCE DEPT	CHICKASHA MUNICIPA	CHICKASHA INDUSTRIAL & WE	MARSHALL AUTO PARTS	428.00
			WELDING SUPPLIES	43.22
			WELDING SUPPLIES	22.61
			WELDING SUPPLIES	22.66
			WELDING SUPPLIES	35.22
			WELDING SUPPLIES	323.55
			WELDING SUPPLIES	435.95
			PARTS & SUPPLIES	

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			PARTS & SUPPLIES	26.83
			PARTS & SUPPLIES	36.94
			PARTS & SUPPLIES	399.99
			PARTS & SUPPLIES	13.49
			PARTS & SUPPLIES	274.27
		BLUE CROSS BLUE SHIELD OF OKLAHOMA 202	MED \$1,000 DED EMP ONLY	637.83
			MED \$1,000 DED EMP ONLY	637.83
			MED \$1,000 DED EMP/FAM	748.22
			MED \$1,000 DED EMP/FAM	748.22
			MED \$1,000 DED EMP/SPOUSE	888.88
			MED \$1,000 DED EMP/SPOUSE	888.88
			MED \$2,500 DED EMP ONLY	184.40
			MED \$2,500 DED EMP ONLY	184.40
			MED \$2,500 DED EMP/FAMILY	614.21
			MED \$2,500 DED EMP/FAMILY	614.21
			MED #2,500 DED EMP/SPOUSE	446.59
			MED #2,500 DED EMP/SPOUSE	446.59
		HOLT TRUCK CENTERS OF OKLAHOMA LLC	UNIT 3884	566.72
		GOLDEN ENVIRONMENTAL LLC	CLASSES FOR D LICENSE	2,750.00
		EQUITABLE FINANCIAL LIFE INSURANCE CO	DENTAL EMP ONLY	54.10
			DENTAL EMP ONLY	54.10
			DENTAL EMP/FAMILY	86.28
			DENTAL EMP/FAMILY	86.28
			DENTAL EMP/SPOUSE	29.94
			DENTAL EMP/SPOUSE	29.94
		OKLAHOMA MUNICIPAL RETIRE	OMRF	1,493.37
			OMRF	1,599.56
		TEAGUE BODY SHOP	UNIT 4899	784.13
		TRANSFER ACCOUNT	FICA	1,006.60
			MEDICARE	235.43
		MCI WORLDCOM	LONG DISTANCE CHARGE	91.27
		UNIFIRST HOLDINGS, L.P.	MISC ACCOUNTS SEE DETAIL	192.21
			MISC ACCOUNTS SEE DETAIL	196.41
			MISC ACCOUNTS SEE DETAIL	155.81
		OPTIONS COUNSELING SERVICE, INC.	EMPLOYEE ASSISTANCE PROGRA	15.00
			EMPLOYEE ASSISTANCE PROGRA	15.00
		BARRINGTON ELECTRIC	ELECTRICAL WORK	521.50
			TOTAL:	19,066.64
LAKE CHICKASHA	CHICKASHA MUNICIPA	AT&T MOBILITY	ACCT: 287002901236	41.28
		TRANSFER ACCOUNT	FICA	58.45
			MEDICARE	13.67
			TOTAL:	113.40
BUILDING MAINTENANCE	CHICKASHA MUNICIPA	OPTIMUM	FD INTERNET & TV	316.13
		AT&T	ACCT:8310012109211	3,311.28
		TDS TELECOM	ACCT:405-453-7915	48.95
		SPIC & SPAN COMMERCIAL CLEANING, LLC	AUG CLEANING	1,595.00
			AUG CLEANING	830.50
			AUG CLEANING	303.00
		BLUE CROSS BLUE SHIELD OF OKLAHOMA 202	MED \$1,000 DED EMP ONLY	183.51
			MED \$1,000 DED EMP ONLY	183.51
		EQUITABLE FINANCIAL LIFE INSURANCE CO	DENTAL EMP ONLY	10.82
			DENTAL EMP ONLY	10.82
		OKLAHOMA MUNICIPAL RETIRE	OMRF	152.92
			OMRF	154.04

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		SUMMIT UTILITIES	MISC GAS ACCOUNTS	45.41
		AT&T	ACCT:40522400265869	6,902.88
			ACCT: 40522403056208	427.69
			ACCT:40522414157250	372.78
		TRANSFER ACCOUNT	FICA	98.88
			MEDICARE	23.13
		UNIFIRST HOLDINGS, L.P.	MISC ACCOUNTS SEE DETAIL	15.58
			MISC ACCOUNTS SEE DETAIL	10.56
			MISC ACCOUNTS SEE DETAIL	25.62
		OPTIONS COUNSELING SERVICE, INC.	EMPLOYEE ASSISTANCE PROGRA	1.50
			EMPLOYEE ASSISTANCE PROGRA	1.50
		STORAGE 'R' US	UNIT 116 RENT 9/16-10/15/2	180.00
			TOTAL:	15,206.01
AIRPORT	AIRPORT	SPIC & SPAN COMMERCIAL CLEANING, LLC	AUG CLEANING	207.55
		ASAP ENERGY, INC	AIRPORT FUEL PURCHASES	20,330.41
		PARKHILL	ENGINEERING SERVICES	457.60
		DIVERSIFIED CONSTRUCTION OF OKLAHOMA I	T-HANGARS	242,155.00
		OKLAHOMA MUNICIPAL RETIRE	OMRF	266.40
			OMRF	258.70
		TRANSFER ACCOUNT	FICA	177.39
			MEDICARE	41.49
		WILLIAM MARVIN JOHNSON LLC	AWOS MAINTENANCE 8/15-9/15	300.00
		UNIFIRST HOLDINGS, L.P.	MISC ACCOUNTS SEE DETAIL	39.09
			MISC ACCOUNTS SEE DETAIL	48.41
			MISC ACCOUNTS SEE DETAILS	73.03
			MISC ACCOUNTS SEE DETAI	164.58
		OPTIONS COUNSELING SERVICE, INC.	EMPLOYEE ASSISTANCE PROGRA	3.00
			EMPLOYEE ASSISTANCE PROGRA	3.00
			TOTAL:	264,525.65
POLICE BOND	POLICE BOND FUND	CLEET	AUG24 EDU & TRAINING	475.56
		OSBI	AUG24AFIS	475.56
			AUG24FORENSIC FEES	455.43
			TOTAL:	1,406.55
COMPENSATED ABSENCES	COMPENSATED ABSENC	TRANSFER ACCOUNT	FICA	548.46
			MEDICARE	128.27
			TOTAL:	676.73
NON-DEPARTMENTAL	AP/PAYROLL CASH FU	COLONIAL LIFE & ACCIDENT INSURANCE COM	COLONIAL ACCIDENT	154.90
			COLONIAL ACCIDENT	154.90
			COLONIAL GROUP ACCIDENT	413.64
			COLONIAL GROUP ACCIDENT	413.64
			COLONIAL CANCER	19.26
			COLONIAL CANCER	7.98
			COLONIAL CRITICAL ILLNESS	246.20
			COLONIAL CRITICAL ILLNESS	238.52
			COLONIAL DISABILITY	489.46
			COLONIAL DISABILITY	489.46
		CITY OF CHICKASHA	UNION ASSESSMENT FEE	10.88
			UNION ASSESSMENT FEE	10.88
			GARNISHMENT FEE	45.00
			GARNISHMENT FEE	45.00
		WASHINGTON NATIONAL INS. CO	GROUP #20057	618.56
			GROUP #20057	618.56

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		BLUE CROSS BLUE SHIELD OF OKLAHOMA 202	MED \$1,000 DED EMP/CHILD	409.30
			MED \$1,000 DED EMP/CHILD	502.05
			MED \$1,000 DED EMP ONLY	1,459.75
			MED \$1,000 DED EMP ONLY	1,459.75
			MED \$1,000 DED EMP/FAM	2,728.74
			MED \$1,000 DED EMP/FAM	2,470.76
			MED \$1,000 DED EMP/SPOUSE	1,489.51
			MED \$1,000 DED EMP/SPOUSE	1,427.82
			MED \$2,500 DED EMP/CHILD	667.52
			MED \$2,500 DED EMP/CHILD	667.52
			MED \$2,500 DED EMP ONLY	579.39
			MED \$2,500 DED EMP ONLY	553.20
			MED \$2,500 DED EMP/FAMILY	1,074.85
			MED \$2,500 DED EMP/FAMILY	1,074.85
			MED #2,500 DED EMP/SPOUSE	446.60
			MED #2,500 DED EMP/SPOUSE	446.60
		TRANSWORLD SYSTEMS INC obh AIR FORCE E	3623769-EDGVI	141.66
		EQUITABLE FINANCIAL LIFE INSURANCE CO	DENTAL EMP/CHILD	166.20
			DENTAL EMP/CHILD	166.20
			DENTAL EMP ONLY	133.20
			DENTAL EMP ONLY	133.20
			DENTAL EMP/FAMILY	485.64
			DENTAL EMP/FAMILY	485.64
			DENTAL EMP/SPOUSE	172.90
			DENTAL EMP/SPOUSE	172.90
			EQUITABLE VISION	464.96
			EQUITABLE VISION	464.96
		THE STANDARD INSURANCE COMPANY	VOLUNTARY LIFE	792.47
			VOLUNTARY LIFE	791.94
				116.90
				87.02
				87.01
				167.97
				103.76
				266.57
				164.87
				180.00
				151.75
				100.00
				175.78
				268.94
		OKLAHOMA FIREFIGHTERS	FIRE PENSION BUY BACK	174.01
			FIRE PENSION	10,039.49
		CITY OF CHICKASHA-(ACH) OKLAHOMA POLIC	POLICE PENSION	3,995.51
		OKLAHOMA MUNICIPAL RETIRE	OMRF3	446.15
			OMRF	5,672.26
			OMRF	5,684.67
		FIREFIGHTERS SEC LOCAL 20	FIRE INSURANCE FEE	160.00
			FIRE INSURANCE FEE	160.00
			FIRE UNION DUES	1,190.00
			FIRE UNION DUES	1,190.00
		FIREMENS SPECIAL FUND	FIRE SPECIAL FUND	462.50
			FIRE SPECIAL FUND	462.50
		FRATERNAL ORDER OF POLICE	POLICE UNION	390.00
			POLICE UNION	390.00
		TRANSFER ACCOUNT	ENTITY 0037102001	6,436.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			FEDERAL WITHHOLDING	108.05
			FEDERAL WITHHOLDING	27,144.57
			FEDERAL WITHHOLDING	1,113.87
			FEDERAL WITHHOLDING	212.16
			STATE INCOME TAX	54.00
			STATE INCOME TAX	10,953.00
			STATE INCOME TAX	364.00
			STATE INCOME TAX	60.00
			FICA	12,070.96
			FICA	548.46
			MEDICARE	22.28
			MEDICARE	4,749.01
			MEDICARE	128.27
			MEDICARE	29.87
				221.08
		IAFF LOCAL 2041 (HEALTH INS)	FIRE CANCER	277.60
			FIRE CANCER	277.90
			FIR/EECH OPTION A	744.00
			FIR/EECH OPTION A	744.00
			FIR/EEC OPTION D	77.80
			FIRE DISABILITY AFTER TAX	269.43
			FIRE DISABILITY AFTER TAX	269.43
			FIRE EE/CHILD(REN) DENTAL	31.20
			FIRE EE/CHILD(REN) DENTAL	31.20
			FIRE EE DENTAL	44.00
			FIRE EE DENTAL	44.00
			FIRE FAMILY DENTAL	99.60
			FIRE FAMILY DENTAL	99.60
			FIRE EE/SPOUSE DENTAL	40.60
			FIRE EE/SPOUSE DENTAL	40.60
			FIR/EE OPTION A	501.20
			FIR/EE OPTION A	501.20
			FIR/EE OPTION B	66.00
			FIR/EE OPTION B	66.00
			FIR/FAM OPTION A	1,888.00
			FIR/FAM OPTION A	1,888.00
			FIR/FAM OPTION B	341.00
			FIR/FAM OPTION B	341.00
			FIR/FAM OPTION D	69.65
			FIRE GROUP LIFE	67.63
			FIRE GROUP LIFE	67.63
			FIRE HARTFORD	305.90
			FIRE HARTFORD	305.90
			FIRE/EE OPTION D	106.40
			FIRE/EE OPTION D	106.40
			FIR/EESP OPTION A	974.40
			FIR/EESP OPTION A	974.40
			FIR/EE/CH VISION	14.00
			FIR/EE/CH VISION	14.00
			FIR/EE VISION	12.60
			FIR/EE VISION	12.60
			FIR/FAM VISION	48.40
			FIR/FAM VISION	48.40
			FIRE VOLUNTARY LIFE-AFTER	544.76
			FIRE VOLUNTARY LIFE-AFTER	544.76
			FIR/EESP VISION	21.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			FIR/EESP VISION	21.00
		CITY OF CHICKASHA FLEX SPENDING ACCOUN	UNREIMBURSED MEDICAL 23-19	1,849.14
		IAFF - FIREPAC	IAFF FIREPAC	155.67
			IAFF FIREPAC	<u>155.67</u>
			TOTAL:	137,613.83

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

11	GENERAL FUND	211,459.70
23	EMERGENCY MED SERV FUND	33,775.16
25	CHICKASHA INDUST AUTH	1,081.50
27	E-911 FUND	10,112.57
28	FIRE/EMS TRAINING FUND	21.39
29	POLICE TRAINING FUND	415.47
31	CHICKASHA MUNICIPAL AUTH	76,883.45
39	AIRPORT	264,525.65
64	POLICE BOND FUND	1,406.55
72	COMPENSATED ABSENCES FUND	676.73
99	AP/PAYROLL CASH FUND	137,613.83

GRAND TOTAL: 737,972.00

TOTAL PAGES: 15

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: 8/21/2024 THRU 9/04/2024

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: CM 09.03.24
SIGNATURE LINES: 0

PACKET OPTIONS

INCLUDE REFUNDS: YES
INCLUDE OPEN ITEM:NO

Payroll for the Month of August 2024

Page 1

Payroll Ending Date		8/2/2024			8/2/2024 Mortimer Correction , Wise Payout			8/2/2024 Rempe Correction			
Payroll Check Date		8/8/2024			8/6/2024			8/8/2024			
Department		Gross	Employer Expense	Total	Gross	Employer Expense	Total	Gross	Employer Expense	Total	Total
GENERAL											
ADMINISTRATION	01	11,934.56	2,934.65	14,869.21	-	-	-	-	-	-	14,869.21
(MARKETING/CIVIC RELATIONS)	01	(2,628.80)	(628.40)	(3,257.20)	-	-	-	-	-	-	(3,257.20)
FIRE ADMINISTRATION	02	8,719.98	2,868.25	11,588.23	-	-	-	-	-	-	11,588.23
POLICE ADMINISTRATION	03	12,805.21	3,749.32	16,554.53	-	-	-	-	-	-	16,554.53
EMERGENCY MANAGEMENT	04	2,627.40	440.02	3,067.42	-	-	-	-	-	-	3,067.42
CEMETERY SERVICES	06	3,200.34	721.18	3,921.52	-	-	-	-	-	-	3,921.52
HUMAN RESOURCES	07	4,782.97	970.53	5,753.50	-	-	-	-	-	-	5,753.50
LIBRARY	08	10,389.85	2,861.94	13,251.79	-	-	-	-	-	-	13,251.79
STREETS	09	12,068.06	3,927.27	15,995.33	-	-	-	-	-	-	15,995.33
FLEET MAINTENANCE	10	1,475.24	778.96	2,254.20	-	-	-	-	-	-	2,254.20
ACCOUNTING SERVICES	14	9,945.34	2,202.21	12,147.55	-	-	-	-	-	-	12,147.55
COMM DEVEL/PLANNING SER	16	6,991.14	1,572.18	8,563.32	-	-	-	-	-	-	8,563.32
BUILDING SERVICES	18	6,116.30	1,559.72	7,676.02	-	-	-	-	-	-	7,676.02
CODE COMPLIANCE	46	3,563.66	941.95	4,505.61	-	-	-	-	-	-	4,505.61
FIRE OPERATIONS	21	58,349.08	18,442.20	76,791.28	-	-	-	2,059.99	29.87	2,089.86	78,881.14
PATROL SERVICES	41	49,690.73	16,523.73	66,214.46	-	-	-	-	-	-	66,214.46
INVESTIGATION SERVICES	42	7,313.92	2,392.50	9,706.42	-	-	-	-	-	-	9,706.42
ANIMAL CONTROL	43	4,989.82	1,996.60	6,986.42	-	-	-	-	-	-	6,986.42
MUNICIPAL COURT	44	1,899.70	760.42	2,660.12	-	-	-	-	-	-	2,660.12
DISPATCH SERVICES	45	10,655.71	3,329.58	13,985.29	-	-	-	-	-	-	13,985.29
PARK MAINTENANCE	51	12,082.54	3,306.58	15,389.12	-	-	-	-	-	-	15,389.12
SPORTS COMPLEX	52	1,794.92	478.28	2,273.20	-	-	-	-	-	-	2,273.20
subtotal		238,767.67	72,129.67	310,897.34	-	-	-	2,059.99	29.87	2,089.86	312,987.20
EMS	02	68,345.86	18,538.30	86,884.16	-	-	-	-	-	-	86,884.16
CMA											
UTILITY BILLING	31	5,030.82	1,197.57	6,228.39	-	-	-	-	-	-	6,228.39
PUBLIC WORKS ADM	32	6,873.67	2,385.37	9,259.04	-	-	-	-	-	-	9,259.04
SANITATION	33	1,569.57	714.89	2,284.46	-	-	-	-	-	-	2,284.46
LINE MAINTENANCE	36	16,519.56	6,344.24	22,863.80	-	-	-	-	-	-	22,863.80
LAKE CHICKASHA	37	954.52	73.02	1,027.54	-	-	-	-	-	-	1,027.54
BUILDING MAINTENANCE	38	1,691.54	469.81	2,161.35	-	-	-	-	-	-	2,161.35
subtotal		32,639.68	11,184.90	43,824.58	-	-	-	-	-	-	43,824.58
AIRPORT	39	2,946.90	494.80	3,441.70	-	-	-	-	-	-	3,441.70
MARKETING/CIVIC RELATIONS	25	2,628.80	628.40	3,257.20	263.22	20.14	283.36	-	-	-	3,540.56
COMPENSATED ABSENCES		-	-	-	6,369.60	92.36	6,461.96	-	-	-	6,461.96
Total Payroll		345,328.91	102,976.07	448,304.98	6,632.82	112.50	6,745.32	2,059.99	29.87	2,089.86	457,140.16

Payroll Ending Date

8/2/2024 Keeling Correction

8/16/2024

8/22/2024 Butler , Powell Payout

Payroll Check Date

8/12/2024

8/22/2024

8/22/2024

Department		8/12/2024 Employer			8/22/2024 Employer			8/22/2024 Employer			Total	Totals
		Gross	Expense	Total	Gross	Expense	Total	Gross	Expense	Total		
GENERAL												
ADMINISTRATION	01	-	-	-	12,046.79	2,953.39	15,000.18	-	-	-	15,000.18	29,869.39
(MARKETING/CIVIC RELATIONS)	01	-	-	-	(2,741.03)	(647.14)	(3,388.17)	-	-	-	(3,388.17)	(6,645.37)
FIRE ADMINISTRATION	02	-	-	-	8,368.62	2,815.07	11,183.69	-	-	-	11,183.69	22,771.92
POLICE ADMINISTRATION	03	-	-	-	12,991.76	3,784.19	16,775.95	-	-	-	16,775.95	33,330.48
EMERGENCY MANAGEMENT	04	-	-	-	2,627.40	440.02	3,067.42	-	-	-	3,067.42	6,134.84
CEMETERY SERVICES	06	-	-	-	3,341.18	744.68	4,085.86	-	-	-	4,085.86	8,007.38
HUMAN RESOURCES	07	-	-	-	4,799.47	1,161.06	5,960.53	-	-	-	5,960.53	11,714.03
LIBRARY	08	-	-	-	10,530.52	2,885.42	13,415.94	-	-	-	13,415.94	26,667.73
STREETS	09	-	-	-	12,605.97	3,822.59	16,428.56	-	-	-	16,428.56	32,423.89
FLEET MAINTENANCE	10	-	-	-	1,456.21	775.78	2,231.99	-	-	-	2,231.99	4,486.19
ACCOUNTING SERVICES	14	-	-	-	9,861.56	2,188.21	12,049.77	-	-	-	12,049.77	24,197.32
COMM DEVEL/PLANNING SER	16	-	-	-	6,685.12	1,521.12	8,206.24	-	-	-	8,206.24	16,769.56
BUILDING SERVICES	18	-	-	-	5,910.56	1,525.40	7,435.96	-	-	-	7,435.96	15,111.98
CODE COMPLIANCE	46	-	-	-	3,587.11	945.85	4,532.96	-	-	-	4,532.96	9,038.57
FIRE OPERATIONS	21	1,536.32	22.28	1,558.60	63,451.46	18,662.22	82,113.68	-	-	-	83,672.28	162,553.42
PATROL SERVICES	41	-	-	-	45,819.74	16,240.58	62,060.32	-	-	-	62,060.32	128,274.78
INVESTIGATION SERVICES	42	-	-	-	6,286.90	2,313.93	8,600.83	-	-	-	8,600.83	18,307.25
ANIMAL CONTROL	43	-	-	-	5,074.92	2,010.80	7,085.72	-	-	-	7,085.72	14,072.14
MUNICIPAL COURT	44	-	-	-	1,893.61	759.40	2,653.01	-	-	-	2,653.01	5,313.13
DISPATCH SERVICES	45	-	-	-	10,913.72	3,344.51	14,258.23	-	-	-	14,258.23	28,243.52
PARK MAINTENANCE	51	-	-	-	11,330.69	3,181.11	14,511.80	-	-	-	14,511.80	29,900.92
SPORTS COMPLEX	52	-	-	-	1,659.53	455.68	2,115.21	-	-	-	2,115.21	4,388.41
subtotal		1,536.32	22.28	1,558.60	238,501.81	71,883.87	310,385.68	-	-	-	311,944.28	624,931.48
EMS												
	02	-	-	-	68,884.58	18,550.09	87,434.67	-	-	-	87,434.67	174,318.83
CMA												
UTILITY BILLING	31	-	-	-	4,912.85	1,177.87	6,090.72	-	-	-	6,090.72	12,319.11
PUBLIC WORKS ADM	32	-	-	-	6,554.75	2,334.36	8,889.11	-	-	-	8,889.11	18,148.15
SANITATION	33	-	-	-	1,535.31	709.17	2,244.48	-	-	-	2,244.48	4,528.94
LINE MAINTENANCE	36	-	-	-	17,694.20	6,547.04	24,241.24	-	-	-	24,241.24	47,105.04
LAKE CHICKASHA	37	-	-	-	942.80	72.12	1,014.92	-	-	-	1,014.92	2,042.46
BUILDING MAINTENANCE	38	-	-	-	1,703.96	471.88	2,175.84	-	-	-	2,175.84	4,337.19
subtotal		-	-	-	33,343.87	11,312.44	44,656.31	-	-	-	44,656.31	88,480.89
AIRPORT												
	39	-	-	-	2,861.73	480.58	3,342.31	-	-	-	3,342.31	6,784.01
MARKETING/CIVIC RELATIONS												
	25	-	-	-	2,741.03	647.14	3,388.17	-	-	-	3,388.17	6,928.73
COMPENSATED ABSENCES												
		-	-	-	-	-	-	8,846.07	676.73	9,522.80	9,522.80	15,984.76
Total Payroll		1,536.32	22.28	1,558.60	346,333.02	102,874.12	449,207.14	8,846.07	676.73	9,522.80	460,288.54	917,428.70

CHICKASHA



Meeting Type: Council Agenda 9-3-2024

Meeting Date: 9/3/2024

Department: Fire Department

Agenda Item No. 6.a.

AGENDA ITEM: Discussion, consideration, and possible approval to award bid COC-2402 - 100' Aerial Fire Truck to Sutphen and Heartland Fire Trucks in the amount of \$2,126,805.00.

I. BACKGROUND/DESCRIPTION:

Council authorized staff to go out to bid for a new 100' Aerial at the August 5th meeting. This recommendation follows months of studying apparatus and the current apparatus market.

II. RECOMMENDED ACTION:

Staff recommends accepting the bid from Sutphen/Heartland Fire Trucks for a 100' Aerial Platform Truck in the amount of \$2,126,805.00 and authorize staff/City Manager to execute the necessary documents.

- III. FISCAL INFORMATION** - This lease/purchase item will not come on the books until delivery of the truck. Current delivery is expected to take approximately 34-36 months. Payments will begin approximately 1 year following delivery. Funding will come from the Capital Improvement Sales Tax passed by the citizens in November 2023.

IV. FUND INFORMATION:

Dept. Director: Tony Samaniego, Fire Chief	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: September 3, 2024	(From)		

V. ATTACHMENTS:

1. Sutphen justification
2. Committee Recommendation

3. Sutphen Ladder Poposal
4. EOne Ladder Poposal



Mayor and Council Members,

Over the last 18 months we have looked at fire trucks and ladder trucks trying to find the very best trucks that we could purchase with 1 thing in mind. How can we best spend taxpayer dollars and provide them with a positive investment? Time and time again the answer came back the same.

Sutphen fire trucks and ladder trucks repeatedly stood out to us. Sutphen is a family-owned company building fire apparatus since 1890 in Ohio. The company recently added 185,000 square feet to their manufacturing footprint.

We contacted several departments around Oklahoma that have switched or are switching to Sutphen trucks. From firefighters to chiefs' similar comments were made regarding the trucks and the service after the sale. They all reflected on the reliability and consistency of the trucks and the service after the sale. Lawton, Norman, El Reno, and Purcel among others raved about the attentiveness and attention to detail that Sutphen, the sales representative, and the service after the sale provided. Below is a list of reasons we chose Sutphen....

1. Service Center in Duncan (Central High Area)
2. All service employees are Emergency Vehicle Technicians
3. Quality of apparatus craftsmanship
4. Point to point wiring schematics
5. Current and expected number of service vehicles
6. Overall design of apparatus (simplicity)
7. Overall specifications met
8. Apparatus committee recommendation
9. Personal recommendation
10. Outside input and recommendations

Chief T



Fire Apparatus Committee Report

2024



Date: June 27, 2024

To: Chief Samaniego

From: Apparatus Committee

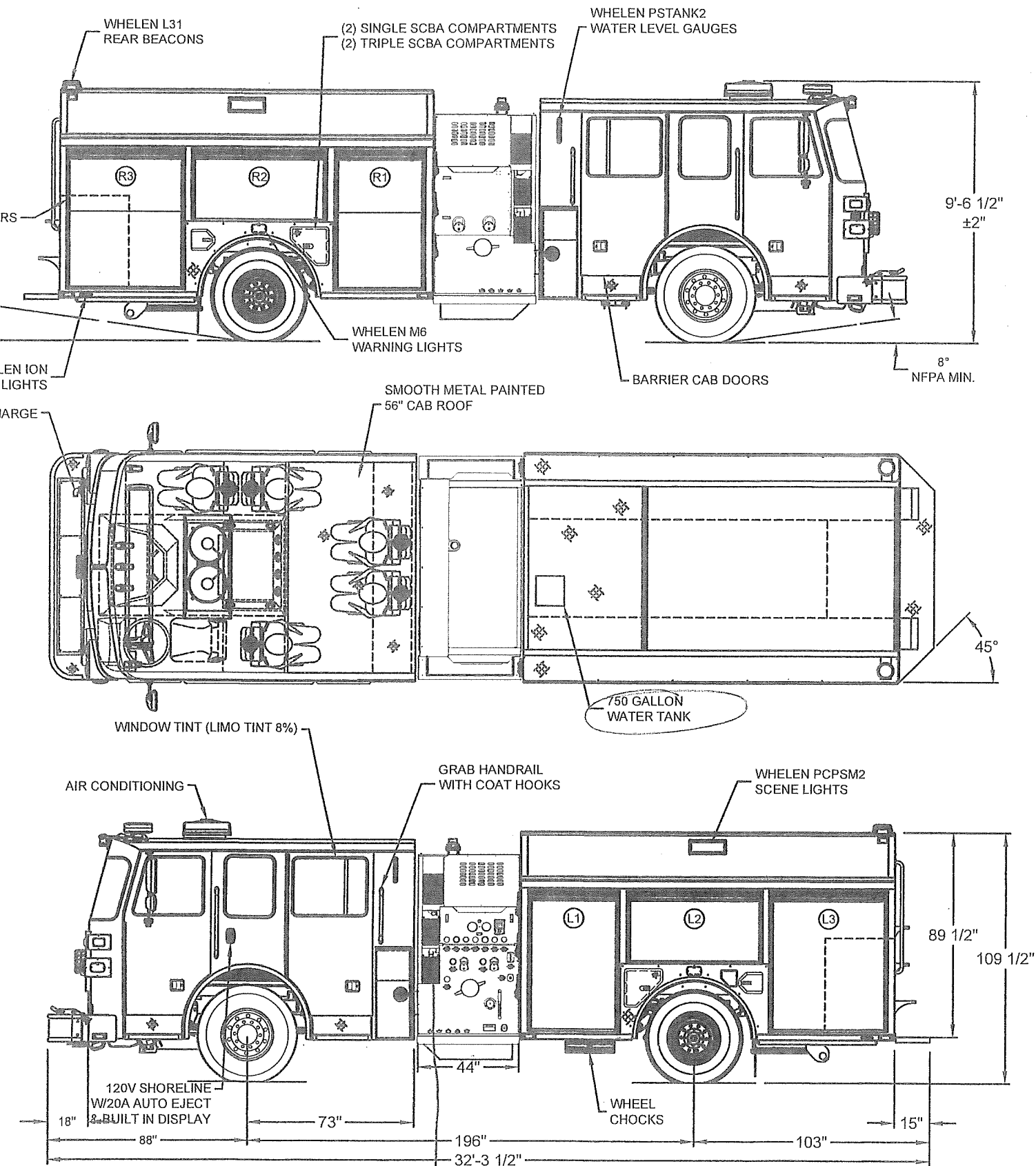
Subject: Apparatus Committee final report

The apparatus committee spoke with numerous manufacturers taking into consideration quality of construction, service, number of proprietary components, build time, and price. The committee felt that Sutphen struck the best balance in all areas. The committee reached out to other departments that recently purchased similar apparatuses. The feedback received on both the manufacturer and functionality of the apparatus was positive. The committee also asked about the likes and dislikes of how each department designed their truck and what they would like to have changed. The committee took into consideration the input from other departments, its own ideas, and anticipated the future needs of the city to design an apparatus that will serve our citizens for the next 20 years.

The apparatus committee has decided on the Sutphen SPH-100 (Aerial Platform). The truck will be 100' with a platform at the end of the ladder which will be required as the city continues its growth. The platform will make rescue from upper floors significantly easier and safer for both citizens and rescuers. The new aerial will have numerous safety devices that will allow staff to get the maximum capability from the apparatus while maintaining a high degree of safety. Attached is a design that is similar to the apparatus suggested by the committee.

The apparatus committee was also tasked with suggesting a new engine/pumper. After numerous meetings and discussion, the apparatus committee has decided that a Sutphen CP (Custom Pumper) would best suit the needs of our community. This apparatus would be replacing an aging engine that has served our community for many years. Attached is a design that is similar to the apparatus suggested by the committee.

Thank you for the opportunity to help better serve our citizens with the equipment and professionalism that they deserve.



Poly Tray
Slide out for hose line

			DATE:				
			10/25/2023				CHICKASHA FIRE DEPARTMENT CHICKASHA, OK
			DRAWN BY:				
			K.EXEL			CUSTOM PUMPER - G2 LOW HOSE	
			MFG. FACILITY:				
			URBANA				
DESCRIPTION			BY	DATE	G.W.G. NO.: CHICKASHA, OK (2023 G2)		
THIS PRINT IS PROVIDED ON A RESTRICTED BASIS AND IS NOT TO BE USED IN ANY WAY DETRIMENTAL TO THE INTEREST OF SUTPHEN CORPORATION.							

THIS PRINT IS PROVIDED ON A RESTRICTED BASIS AND IS NOT TO BE USED IN ANY WAY DETRIMENTAL TO THE INTEREST OF SUTPHEN CORPORATION.



CHICKASHA FIRE DEPARTMENT
CHICKASHA, OK

CUSTOM PUMPER - G2 LOW HOSE
CHICKASHA, OK (2023 G2)

DWG. NO.:



PROPOSAL

TO THE:

Chickasha Fire Department
Attn: Chief Tony Samaniego
1700 Harly Day Drive
Chickasha, OK 73018

DATE: August 26, 2024

We hereby propose and agree to furnish the following firefighting equipment upon your acceptance of this Proposal:

**One (1) Sutphen Heavy Duty Custom SPH100 Aerial Platform Complete and
Delivered for the Sum of\$2,126,805.00 ea.**

The apparatus and equipment being purchased hereunder shall be completed within approximately 34-36 months after the Sutphen's receipt and approval of Purchaser's acceptance of this Proposal.

This Proposal shall be valid for thirty (30) days. If a Purchase Agreement or Purchase Order is not received by Sutphen within 30 days of the date of this Proposal, Sutphen reserves the right to extend, withdraw, or modify this Proposal, including pricing, delivery times, and prepayment discounts, as applicable.

Respectfully submitted,

Mark Richardson
Heartland Fire Trucks LLC
Authorized Representative for Sutphen Corporation



580-467-4199

mark@heartlandfiretrucks.com

TERMS & CONDITIONS

Changes to National Fire Protection Association ("NFPA") 1900, Environmental Protection Agency ("EPA") or changes legislated by Federal, State or Local Governments or changes in parts availability or vendor relationships that impact the cost to manufacture the truck may incur additional charges which shall be borne by the Purchaser. These may include but are not limited to changes that affect the major vendors of the fire apparatus industry such as pump manufacturers, seat manufacturers, electrical power supplies (generators) and powertrain (engine & transmission). Any such changes shall be documented on a change order executed by both Sutphen and Purchaser.

Sutphen shall provide written notice to the Purchaser as soon as it reasonably believes any cost increase provision may be invoked. Sutphen shall provide, upon written request, documentation of such changes and increases.

Sutphen will use its reasonable best efforts to deliver the apparatus within the timeframe quoted herein, provided that such delivery date shall be automatically extended for delays beyond Sutphen's control, including, without limitation, strikes, labor disputes, riots, civil unrest, pandemics, war or other military actions, sabotage, government regulations or controls, fire or other casualty, or inability to obtain materials or services. If such delay occurs, Sutphen shall give notice of delay to Purchaser. Purchaser shall not be entitled to any discount or reduction in price for such delay and Sutphen shall not be liable for any damages (compensatory, incidental, consequential or otherwise) related to such delay.

Final payment shall be made at the time of final inspection at the factory. Should payment be delayed, Sutphen reserves the right to charge interest at the rate of one and one-half percent (1.5%) per month, beginning on the day after payment is due.

Delivery, payment, and transfer of the Manufacturer's Certificate of Origin (MCO) shall take place at Sutphen during final inspection, and upon payment in full in accordance with these terms. Sutphen reserves the right to withhold delivery of the MCO until payment in full is received. If Purchaser requires any third-party equipment mounting, the apparatus shall be moved to the third-party facility by the dealer or Purchaser for such mounting. Such third-party work shall not delay or offset payment to Sutphen. The apparatus shall be tested per NFPA #1900 at Sutphen's manufacturing facility. Purchaser agrees that the apparatus and equipment being purchased hereunder shall not be driven or used in any manner until it is paid for in full. In the event there are any shortages or omissions with the apparatus at time of completion, Purchaser may withhold a sum equivalent to the price of any such shortages as determined by Sutphen.

In the case of any default in payment hereunder or in the payment on any notes, negotiable paper, obligations or other instruments issued by Purchaser, Sutphen may take full possession of the apparatus and equipment or of the piece or pieces upon which default has been made, and any payments that have been made theretofore shall be applied as rent in full for the use of the apparatus and equipment up to the date of taking possession by Sutphen.

Sutphen warrants to Purchaser that all goods and services furnished hereunder will conform in all respects to the terms of this order, including any applicable change orders, drawings, specifications, or standards incorporated herein, and/or defects in materials, workmanship, and free from such defects in design. In addition, Sutphen warrants that the goods and services are suitable for and will perform in accordance with the purposes for which they were intended, for a period of one year from the Warranty Registration Date, unless an extended warranty is purchased.

The purchase price provided for herein does not include any federal, state or local sales tax, duties, imposts, revenues, excise or other taxes which may hereafter be imposed by governmental authority or otherwise and which are made applicable to the apparatus or equipment covered by this Proposal. In the event that any such taxes are subsequently imposed and become applicable, the purchase price herein shall be increased by the amount of such taxes and such sum shall be immediately paid by Purchaser to Sutphen. To the extent applicable, the prices and deliveries set forth herein are subject to the Defense Production Act.

Sutphen shall provide insurance insuring the apparatus and equipment against loss by fire, theft, or collision and insuring against property damage and personal injury through the completion of the apparatus and transfer of the Manufacturer's Certificate of Origin.

After the execution of this Agreement, Purchaser shall have no right to terminate the Agreement. Sutphen may, in its absolute and sole discretion, accept Purchaser's request to terminate the Agreement. In the event Sutphen accepts Purchaser's request to terminate the Agreement, Sutphen may charge a cancellation fee. The following charge schedule based on costs incurred may be applied, at Sutphen's sole discretion: (a) 10% after order is accepted by Sutphen; (b) 30% of the Purchase Price after production has commenced. The cancellation fee may increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing.

These Terms and Conditions ("T&C") contained in the Proposal provided herein take precedence over all previous negotiations, oral or written, and no representations or warranties are applicable except as specifically contained in these or in any subsequently signed agreement between the Parties. No waiver of any of the provisions of these T&C shall be deemed a waiver of any other provision, whether similar, nor shall any waiver constitute a continuing waiver. If a Purchase Order is issued, this Proposal, including the Terms and Conditions contained herein, shall supersede the terms in the Purchase Order where terms may be inconsistent.

This Proposal shall be governed and controlled as to interpretation, enforcement, validity, construction, effect and in all other respects by the laws, statutes, and decisions of the State of Ohio. Exclusive jurisdiction and venue for any litigation at all related to this in the Franklin County Court of Common Pleas, Columbus, Ohio, and the parties hereto consent and submit to the general jurisdiction of this court. All of these T&C shall be binding upon and inure to the benefit of and be enforceable by Sutphen, Purchaser, their successors and assigns.

Heartland Fire Truck LLC

702 Charles Court
Marlow, OK 73055

Cell: 580-467-4199
Email: mark@heartlandfiretrucks.com

ANNUAL SERVICE AND INSPECTION

Heartland Fire Trucks LLC/Alpha One Fire Trucks will supply the following for the first 5 years

Annual Service and Inspection on the Engine/Pumper (does not include pump certification)

Annual Service and Inspection on the Aerial SPH100 (does not include ladder or pump certification)

Annual Service and Inspection does not include any repairs that are needed during the inspection.
A quote for those repairs will be given to the customer upon completion of the inspection.



Mark Richardson
Cell # - 580-467-4199



FIRE APPARATUS PROPOSAL

DATE: August 21, 2024

This proposal has been prepared for:

**Chickasha Fire Department
Chickasha, OK**

We hereby propose to furnish to you, subject to proper execution of the attached agreement by you and by an officer of this Company, the following apparatus and equipment to be built in accordance with the attached specifications:

UNIT QUANTITY	MODEL	PRICE
1	E-One 95 Midmount Aerial, 2000 GPM Waterous CSU Pump, 300-gal poly tank, mounted on an E-One Cyclone Custom Chassis equipped with a Cummins X15 605 HP engine per specs. Also includes a Duo Safety ladder complement, discharge elbows, wheel chocks, two (2) inspection trips for four (4), and a seven (7) year maintenance package.	\$2,195,349.00
X	Option #1: E-One Metro 100 Aerial, 1500 GPM Hale DSD pump, 500- gal poly tank, mounted on an E-One Typhoon Custom Chassis equipped with a Cummins X12 500HP engine per specs. Also includes a Duo Safety ladder complement, discharge elbows, wheel chocks, two (2) inspection trips for four (4), and a seven (7) year maintenance package. Delivery approx. 1320 days.	\$1,643,490.00

Delivery will be FOB South Roxana, Il. and will be made approximately 1320 calendar days after receipt of order at the Florida plant, based upon proper execution of the attached agreement by both parties. Terms of Payment are 90% of the purchase price due upon arrival of the unit at our South Roxana, Il facility with the balance due upon pick up. Price listed above is firm for 30 days. Price is subject to increase after that time.

Company: BANNER FIRE EQUIPMENT, INC.

By: Tom Pour
Tom Pour

Title: Apparatus Sales



FIRE APPARATUS PROPOSAL

=====

DATE: August 21, 2024

This proposal has been prepared for:

**Chickasha Fire Department
Chickasha, OK**

DEMO PROPOSAL 90 DAY DELIVERY

We hereby propose to furnish to you, subject to proper execution of the attached agreement by you and by an officer of this Company, the following apparatus and equipment to be built in accordance with the attached specifications:

UNIT QUANTITY	MODEL	PRICE
1	E-One 100 Ft rear mount platform, 2000 GPM Pump, 300-gal poly tank, mounted on an E-One Cyclone Custom Chassis equipped with a Cummins K15 565 HP engine per specs. Also includes ladder complement, discharge elbows, wheel chocks, two (2) inspection trips for four (4), and a seven (7) year maintenance package.	\$1,999,349.00

Delivery will be FOB South Roxana, Il. and will be made approximately calendar days after receipt of order at the Florida plant, based upon proper execution of the attached agreement by both parties. Terms of Payment are 90% of the purchase price due upon arrival of the unit at our South Roxana, Il facility with the balance due upon pick up. Price listed above is firm for 30 days. Price is subject to increase after that time.

Company: BANNER FIRE EQUIPMENT, INC.

By: Tom Pour
Tom Pour

Title: Apparatus Sales



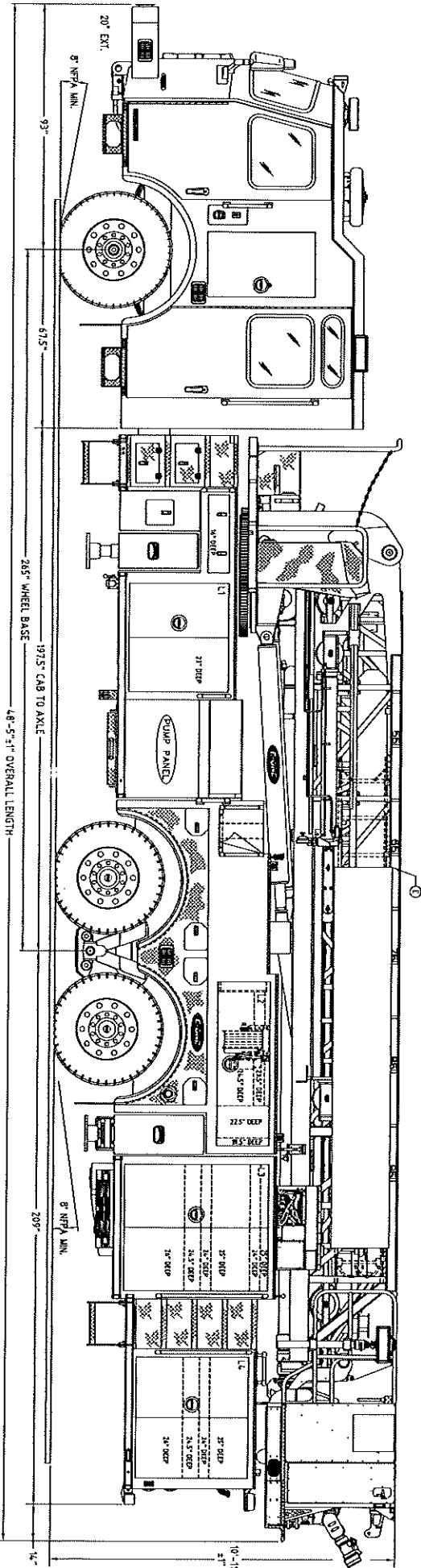
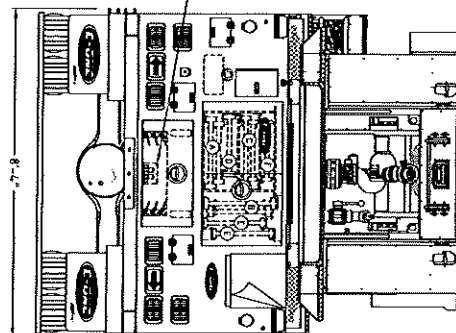
CHICKASHA FIRE DEPT. CHICKASHA, OK

QUOTE 135570

AERIAL BODY
E-ONE CYCLONE CHASSIS
HP95 MID-MOUNT PLATFORM

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2000 GPM WATEROUS SI00C22 PUMP				HOSE LOAD:	
300 GALLON WATER TANK				NFPA COMPLIANT	
COMP.	OPENING	INTERIOR DIMENSION			
L1	41W	38H	41W	38H	23D
R1	41W	38H	41W	38H	23D
L2/R2	62W	20H	62W	20H	NOIED
L3	48W	56H	48W	56H	NOIED
R3	48W	56H	48W	56H	NOIED
L4	46W	43H	46W	43H	NOIED
R4	19W	31H	19W	31H	NOIED
R5	46W	26H	46W	26H	NOIED
GROUND LADDERS					
ITEM	LADDER LENGTH	MODEL NUMBER	QTY		
A	39' 2-SECT	PEL-35	1		
B	28' 2-SECT	PEL-28	1		
C	24' 2-SECT	PEL-24	1		
D	20' ROOF	PEL-20	1		
E	16' ROOF	PEL-16	3		ONE ON AERIAL
F	14' ROOF	PEL-14	1		
G	10' FOLDING	FL-10	1		

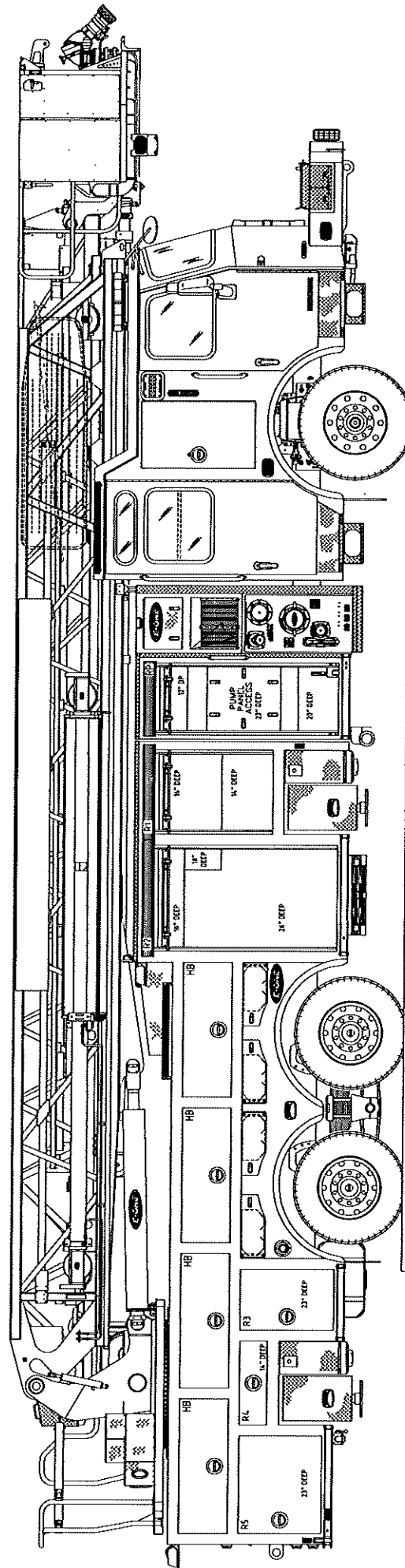
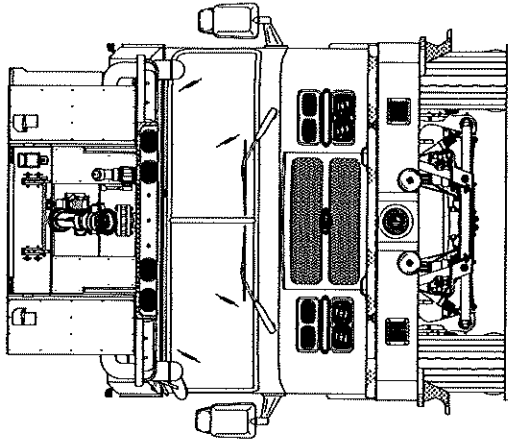




SO.147124/Q125785
AERIAL BODY W/ SIDE STACKER HO
E-ONE CYCLONE CHASSIS
HP100 AERIAL

THIS DRAWING IS FOR REFERENCE PURPOSES. ALL DIMENSIONS ARE
SUBJECT TO MINOR VARIATIONS DUE TO MANUFACTURING PROCESSES.

_____ BLANK APPROVAL _____ DATE _____ ☐ AS IS
 _____ CUSTOMER APPROVAL _____ DATE _____ ☐ WITH REVISIONS



CHICKASHA

Meeting Type: Council Agenda 9-3-2024

Meeting Date: 9/3/2024

Department: Fire Department

Agenda Item No. 6.b.

AGENDA ITEM: Discussion, consideration, and possible action to award bid COC-2403 - Engine/Pumper Truck to Sutphen/Heartland Fire Trucks for the amount of \$1,016,797.00.

I. BACKGROUND/DESCRIPTION:

Council authorized staff to go out to bid for a new Engine/Pumper at the August 5th meeting. This recommendation follows months of studying apparatus and the current apparatus market.

II. RECOMMENDED ACTION:

Staff recommends accepting the bid from Sutphen/Heartland Fire Trucks for an Engine/Pumper fire truck for \$1,016,797.00 and authorize staff/City Manager to execute the necessary documents.

III. FISCAL INFORMATION - This lease/purchase item will not come on the books until delivery of the truck. Current delivery is expected to take approximately 36-38 months. Payments will begin approximately 1 year following delivery. Funding will come from the Capital Improvement Sales Tax passed by the citizens in November 2023.

IV. FUND INFORMATION:

Dept. Director: Tony Samaneigo, Fire Chief	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: September 3, 2024	(From)		

V. ATTACHMENTS:

1. Sutphen justification
2. Committee Recommendation

3. Sutphen proposal
4. EOne Proposal



Mayor and Council Members,

Over the last 18 months we have looked at fire trucks and ladder trucks trying to find the very best trucks that we could purchase with 1 thing in mind. How can we best spend taxpayer dollars and provide them with a positive investment? Time and time again the answer came back the same.

Sutphen fire trucks and ladder trucks repeatedly stood out to us. Sutphen is a family-owned company building fire apparatus since 1890 in Ohio. The company recently added 185,000 square feet to their manufacturing footprint.

We contacted several departments around Oklahoma that have switched or are switching to Sutphen trucks. From firefighters to chiefs' similar comments were made regarding the trucks and the service after the sale. They all reflected on the reliability and consistency of the trucks and the service after the sale. Lawton, Norman, El Reno, and Purcel among others raved about the attentiveness and attention to detail that Sutphen, the sales representative, and the service after the sale provided. Below is a list of reasons we chose Sutphen....

1. Service Center in Duncan (Central High Area)
2. All service employees are Emergency Vehicle Technicians
3. Quality of apparatus craftsmanship
4. Point to point wiring schematics
5. Current and expected number of service vehicles
6. Overall design of apparatus (simplicity)
7. Overall specifications met
8. Apparatus committee recommendation
9. Personal recommendation
10. Outside input and recommendations

Chief T



Fire Apparatus Committee Report

2024



Date: June 27, 2024

To: Chief Samaniego

From: Apparatus Committee

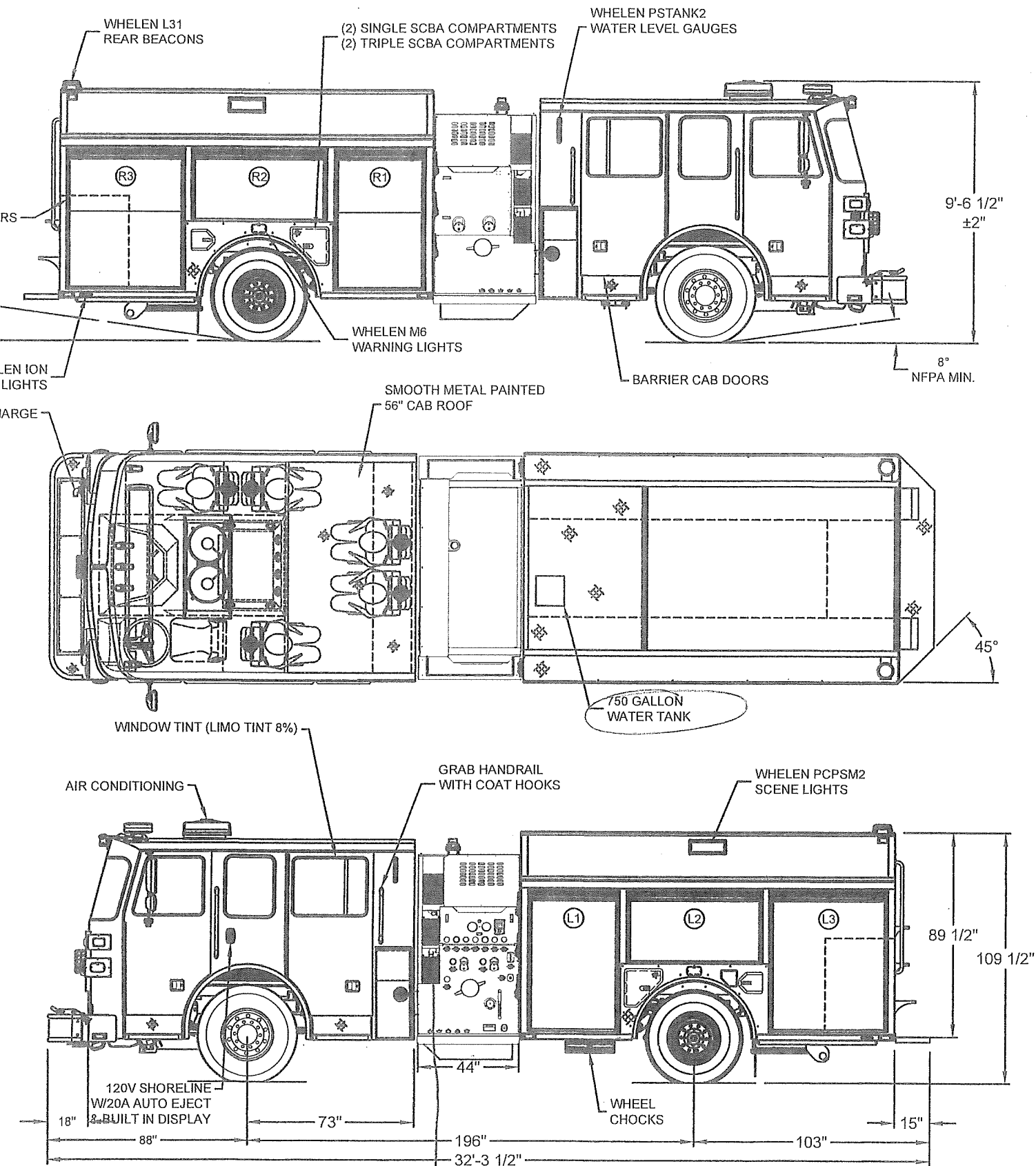
Subject: Apparatus Committee final report

The apparatus committee spoke with numerous manufacturers taking into consideration quality of construction, service, number of proprietary components, build time, and price. The committee felt that Sutphen struck the best balance in all areas. The committee reached out to other departments that recently purchased similar apparatuses. The feedback received on both the manufacturer and functionality of the apparatus was positive. The committee also asked about the likes and dislikes of how each department designed their truck and what they would like to have changed. The committee took into consideration the input from other departments, its own ideas, and anticipated the future needs of the city to design an apparatus that will serve our citizens for the next 20 years.

The apparatus committee has decided on the Sutphen SPH-100 (Aerial Platform). The truck will be 100' with a platform at the end of the ladder which will be required as the city continues its growth. The platform will make rescue from upper floors significantly easier and safer for both citizens and rescuers. The new aerial will have numerous safety devices that will allow staff to get the maximum capability from the apparatus while maintaining a high degree of safety. Attached is a design that is similar to the apparatus suggested by the committee.

The apparatus committee was also tasked with suggesting a new engine/pumper. After numerous meetings and discussion, the apparatus committee has decided that a Sutphen CP (Custom Pumper) would best suit the needs of our community. This apparatus would be replacing an aging engine that has served our community for many years. Attached is a design that is similar to the apparatus suggested by the committee.

Thank you for the opportunity to help better serve our citizens with the equipment and professionalism that they deserve.



		DATE:	10/25/2023	 CHICKASHA FIRE DEPARTMENT CHICKASHA, OK CUSTOM PUMPER - G2 LOW HOSE CHICKASHA, OK (2023 G2)	
		DRAWN BY:	K.EXEL		
		MFG. FACILITY:	URBANA		
		FIG. NO.:			
DESCRIPTION	BY	DATE			
THIS PRINT IS PROVIDED ON A RESTRICTED BASIS AND IS NOT TO BE USED IN ANY WAY DETRIMENTAL TO THE INTEREST OF SUTPHEN CORPORATION.					



PROPOSAL

TO THE:

Chickasha Fire Department
Attn: Chief Tony Samaniego
1700 Harly Day Drive
Chickasha, OK 73018

DATE: August 26, 2024

We hereby propose and agree to furnish the following firefighting equipment upon your acceptance of this Proposal:

**One (1) Sutphen Heavy Duty Custom Pumper Complete and Delivered for the
Total Sum of\$1,016,797.00 ea.**

The apparatus and equipment being purchased hereunder shall be completed within approximately 36-38 months after the Sutphen's receipt and approval of Purchaser's acceptance of this Proposal.

This Proposal shall be valid for thirty (30) days. If a Purchase Agreement or Purchase Order is not received by Sutphen within 30 days of the date of this Proposal, Sutphen reserves the right to extend, withdraw, or modify this Proposal, including pricing, delivery times, and prepayment discounts, as applicable.

Respectfully submitted,

Mark Richardson
Heartland Fire Trucks LLC
Authorized Representative for Sutphen Corporation



580-467-4199

mark@heartlandfiretrucks.com

TERMS & CONDITIONS

Changes to National Fire Protection Association ("NFPA") 1900, Environmental Protection Agency ("EPA") or changes legislated by Federal, State or Local Governments or changes in parts availability or vendor relationships that impact the cost to manufacture the truck may incur additional charges which shall be borne by the Purchaser. These may include but are not limited to changes that affect the major vendors of the fire apparatus industry such as pump manufacturers, seat manufacturers, electrical power supplies (generators) and powertrain (engine & transmission). Any such changes shall be documented on a change order executed by both Sutphen and Purchaser.

Sutphen shall provide written notice to the Purchaser as soon as it reasonably believes any cost increase provision may be invoked. Sutphen shall provide, upon written request, documentation of such changes and increases.

Sutphen will use its reasonable best efforts to deliver the apparatus within the timeframe quoted herein, provided that such delivery date shall be automatically extended for delays beyond Sutphen's control, including, without limitation, strikes, labor disputes, riots, civil unrest, pandemics, war or other military actions, sabotage, government regulations or controls, fire or other casualty, or inability to obtain materials or services. If such delay occurs, Sutphen shall give notice of delay to Purchaser. Purchaser shall not be entitled to any discount or reduction in price for such delay and Sutphen shall not be liable for any damages (compensatory, incidental, consequential or otherwise) related to such delay.

Final payment shall be made at the time of final inspection at the factory. Should payment be delayed, Sutphen reserves the right to charge interest at the rate of one and one-half percent (1.5%) per month, beginning on the day after payment is due.

Delivery, payment, and transfer of the Manufacturer's Certificate of Origin (MCO) shall take place at Sutphen during final inspection, and upon payment in full in accordance with these terms. Sutphen reserves the right to withhold delivery of the MCO until payment in full is received. If Purchaser requires any third-party equipment mounting, the apparatus shall be moved to the third-party facility by the dealer or Purchaser for such mounting. Such third-party work shall not delay or offset payment to Sutphen. The apparatus shall be tested per NFPA #1900 at Sutphen's manufacturing facility. Purchaser agrees that the apparatus and equipment being purchased hereunder shall not be driven or used in any manner until it is paid for in full. In the event there are any shortages or omissions with the apparatus at time of completion, Purchaser may withhold a sum equivalent to the price of any such shortages as determined by Sutphen.

In the case of any default in payment hereunder or in the payment on any notes, negotiable paper, obligations or other instruments issued by Purchaser, Sutphen may take full possession of the apparatus and equipment or of the piece or pieces upon which default has been made, and any payments that have been made theretofore shall be applied as rent in full for the use of the apparatus and equipment up to the date of taking possession by Sutphen.

Sutphen warrants to Purchaser that all goods and services furnished hereunder will conform in all respects to the terms of this order, including any applicable change orders, drawings, specifications, or standards incorporated herein, and/or defects in materials, workmanship, and free from such defects in design. In addition, Sutphen warrants that the goods and services are suitable for and will perform in accordance with the purposes for which they were intended, for a period of one year from the Warranty Registration Date, unless an extended warranty is purchased.

The purchase price provided for herein does not include any federal, state or local sales tax, duties, imposts, revenues, excise or other taxes which may hereafter be imposed by governmental authority or otherwise and which are made applicable to the apparatus or equipment covered by this Proposal. In the event that any such taxes are subsequently imposed and become applicable, the purchase price herein shall be increased by the amount of such taxes and such sum shall be immediately paid by Purchaser to Sutphen. To the extent applicable, the prices and deliveries set forth herein are subject to the Defense Production Act.

Sutphen shall provide insurance insuring the apparatus and equipment against loss by fire, theft, or collision and insuring against property damage and personal injury through the completion of the apparatus and transfer of the Manufacturer's Certificate of Origin.

After the execution of this Agreement, Purchaser shall have no right to terminate the Agreement. Sutphen may, in its absolute and sole discretion, accept Purchaser's request to terminate the Agreement. In the event Sutphen accepts Purchaser's request to terminate the Agreement, Sutphen may charge a cancellation fee. The following charge schedule based on costs incurred may be applied, at Sutphen's sole discretion: (a) 10% after order is accepted by Sutphen; (b) 30% of the Purchase Price after production has commenced. The cancellation fee may increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing.

These Terms and Conditions ("T&C") contained in the Proposal provided herein take precedence over all previous negotiations, oral or written, and no representations or warranties are applicable except as specifically contained in these or in any subsequently signed agreement between the Parties. No waiver of any of the provisions of these T&C shall be deemed a waiver of any other provision, whether similar, nor shall any waiver constitute a continuing waiver. If a Purchase Order is issued, this Proposal, including the Terms and Conditions contained herein, shall supersede the terms in the Purchase Order where terms may be inconsistent.

This Proposal shall be governed and controlled as to interpretation, enforcement, validity, construction, effect and in all other respects by the laws, statutes, and decisions of the State of Ohio. Exclusive jurisdiction and venue for any litigation at all related to this in the Franklin County Court of Common Pleas, Columbus, Ohio, and the parties hereto consent and submit to the general jurisdiction of this court. All of these T&C shall be binding upon and inure to the benefit of and be enforceable by Sutphen, Purchaser, their successors and assigns.



FIRE APPARATUS PROPOSAL

=====

DATE: August 21, 20234

This proposal has been prepared for:

**Chickasha Fire Department
Chickasha, OK**

We hereby propose to furnish to you, subject to proper execution of the attached agreement by you and by an officer of this Company, the following apparatus and equipment to be built in accordance with the attached specifications:

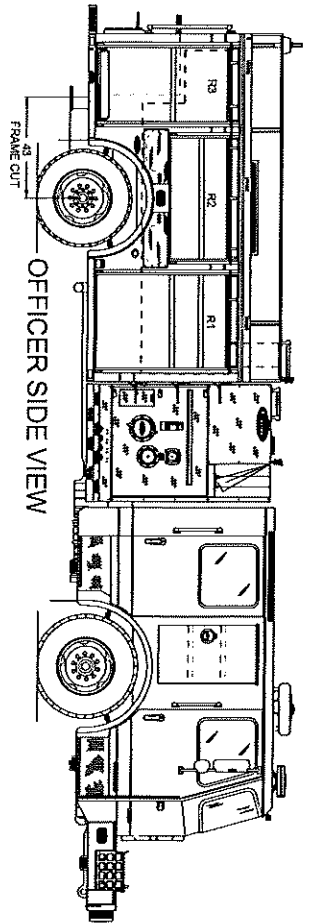
UNIT QUANTITY	MODEL	PRICE
1	E-One Custom Rescue Pumper, 1500 GPM Waterous CSU Pump, 780-gal poly tank, mounted on an E-One Typhoon Custom Chassis equipped with a Cummins X15 605 HP engine per specs. Also includes a Duo Safety ladder complement, discharge elbows, wheel chocks, two (2) inspection trips for four (4), and a seven (7) year maintenance package.	\$949,985.00

Delivery will be FOB South Roxana, Il. and will be made approximately 990-1050 calendar days after receipt of order at the Florida plant, based upon proper execution of the attached agreement by both parties. Terms of Payment are 90% of the purchase price due upon arrival of the unit at our South Roxana, Il facility with the balance due upon pick up. Price listed above is firm for 30 days. Price is subject to increase after that time.

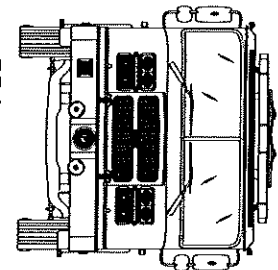
Company: BANNER FIRE EQUIPMENT, INC.

By: Tom Pour
Tom Pour

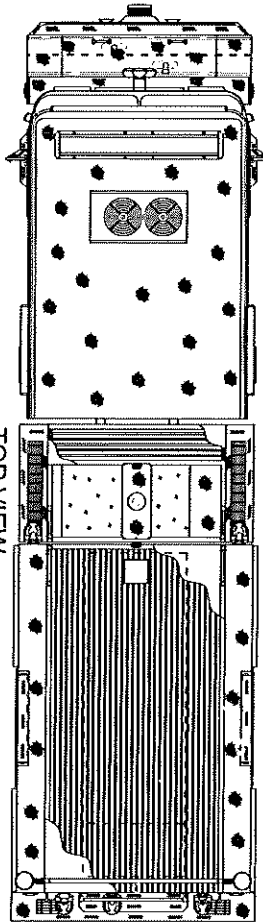
Title: Apparatus Sales



OFFICER SIDE VIEW



FRONT VIEW

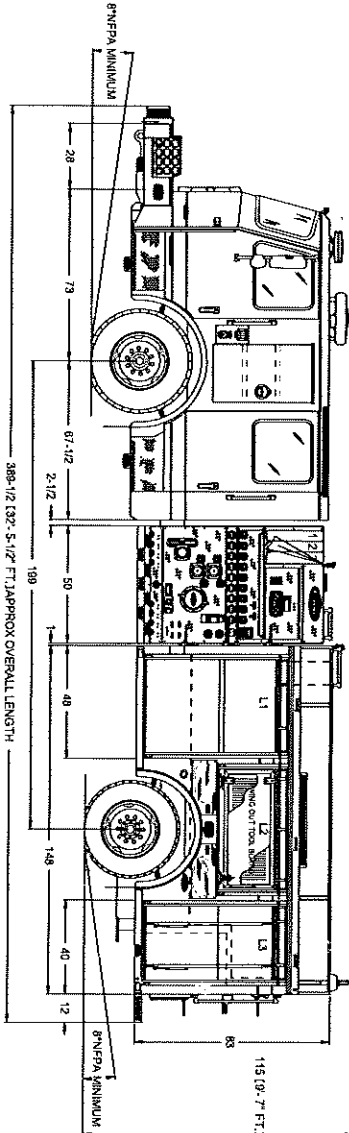


TOP VIEW

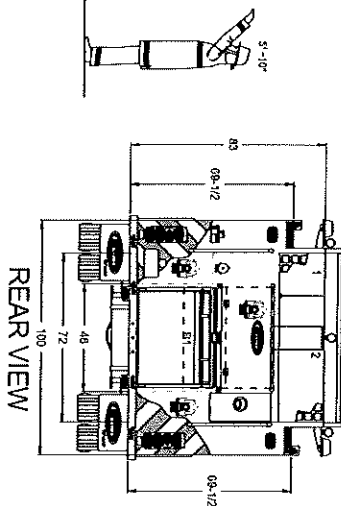
COMPARTMENT DIMENSIONS	
COMPART	CLEAR DOOR OPENING (W x H)
L1	30 1/2" W x 55" H
L2	30 1/2" W x 55" H
L3	30 1/2" W x 55" H
R1	30 1/2" W x 55" H
R2	30 1/2" W x 55" H
R3	30 1/2" W x 55" H
R4	30 1/2" W x 55" H

BUMPER CROSSLAYS #1 = 200 OF 1 3/4" HOSE
BUMPER CROSSLAYS #2 = 200 OF 1 3/4" HOSE

CROSSLAYS #1 = 200 OF 1 3/4" DI HOSE CROSSLAYS #2 = 200 OF 1 3/4" DI HOSE CROSSLAYS #3 = 200 OF 2 1/2" DI HOSE



DRIVERS SIDE VIEW



REAR VIEW

HOSE BED LAYOUT:
NFPA COMPLIANT HOSE LOAD

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DEALER APPROVAL _____ DATE _____
CUSTOMER APPROVAL _____ DATE _____
☐ AS IS
☐ WITH REVISIONS

REV.	REASON, DATE, CDR.	DATE	DRAWN BY	DATE	DATE
1	INITIAL DRAFTING TO MATCH QUOTE E-ONE	11/18/23	JOP	11/18/23	11/18/23
2	TURNED INTO 2D DRAFTING BY E-ONE	02/28/24	RCH	02/28/24	02/28/24
3	BANNER FIRE EQUIPMENT 780 GALLONS WATER				
4	GENERATOR				
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BANNER FIRE EQUIPMENT INC
SO. NO. 147668 (PTSS-TPN)
PUMPER 780 GALLON R-TANK
TYPHOON LONG FLAT ROOF
FILE NAME: 147668 BANNER FIRE EQUIPMENT INC



CHICKASHA

Meeting Type: Council Agenda 9-3-2024

Meeting Date: 9/3/2024

Department: City Clerk

Agenda Item No. 6.c.

AGENDA ITEM: Discussion, consideration and possible action to approve an Easement Agreement with Towerpoint Acquisitions, LLC and authorize Resolution No.2024-20R AUTHORIZING THE CITY MANAGER OF THE CITY OF CHICKASHA, OKLAHOMA TO SIGN SAID EASEMENT AGREEMENT ON BEHALF OF THE CITY OF CHICKASHA, OKLAHOMA AND TO EXECUTE ALL CLOSING DOCUMENTS RELATED TO SUCH EASEMENT AGREEMENT, INCLUDING AN ASSIGNMENT OF LEASE.

I. BACKGROUND/DESCRIPTION:

The City of Chickasha currently leases space on the City-owned water tower located at 2410 W. Country Club Rd to T-Mobile for the placement of telecommunications equipment necessary for cellular networks in the City and region. Towerpoint dba TPA VII, LLC desires to take over the lease from T-Mobile and pay the City a lump sum of \$315,000 for the exchange. This is a common arrangement in the telecommunications business. Currently, T-Mobile pays the City \$1,702.40 per month under their current lease agreement. Staff has evaluated this proposal and recommends the City Council approve the easement agreement as it will provide a significant lump sum payment to the City. Additionally, if new revenues are generated from the lease of Towerpoint's equipment on the water tower, the City will receive 50% of that new revenue. This will be a financial and administrative benefit to the City.

II. RECOMMENDED ACTION:

Approve an Easement Agreement with Towerpoint Acquisitions, LLC and authorize Resolution No.2024-20R AUTHORIZING THE CITY MANAGER OF THE CITY OF CHICKASHA, OKLAHOMA TO SIGN SAID EASEMENT AGREEMENT ON BEHALF OF THE CITY OF CHICKASHA, OKLAHOMA AND TO EXECUTE ALL CLOSING DOCUMENTS RELATED TO SUCH EASEMENT AGREEMENT, INCLUDING AN ASSIGNMENT OF LEASE.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Keith Johnson, City Manager	Fund	Account	Amount
	(To)		

	FUND	ACCOUNT	AMOUNT
Meeting Date: September 3, 2024	(From)		

V. ATTACHMENTS:

1. Res. 2024-20R TowerPoint
2. City of Chickasa_Easement_08.06.2024_Redline Final
3. ASSIGNMENT OF LEASE

RESOLUTION NO. 2024-20R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHICKASHA, OKLAHOMA, APPROVING THE EXECUTION OF AN EASEMENT AGREEMENT BY AND BETWEEN THE CITY OF CHICKASHA, OKLAHOMA AND TPA (TOWERPOINT ACQUISITIONS) VII, LLC, A DELAWARE LIMITED LIABILITY COMPANY AND AUTHORIZING THE CITY MANAGER OF THE CITY OF CHICKASHA, OKLAHOMA TO SIGN SAID EASEMENT AGREEMENT ON BEHALF OF THE CITY OF CHICKASHA, OKLAHOMA AND TO EXECUTE ALL CLOSING DOCUMENTS RELATED TO SUCH EASEMENT AGREEMENT, INCLUDING AN ASSIGNMENT OF LEASE

WHEREAS, the City Council of the City of Chickasha, Oklahoma authorized the City Manager to enter negotiations for granting a Telecommunications Easement Agreement (the “Easement”) as to the City’s interest in an existing cell tower site (the “Site”) located at 2410 West Country Club Road, Chickasha, Oklahoma 73018; and

WHEREAS, pursuant to the direction of the City Council, the City Manager negotiated the terms of the Easement Agreement for the Site in substantial compliance with the terms and provisions of the Letter of Intent dated April 9, 2024, with TowerPoint Acquisitions, LLC, its successors and assigns; and

WHEREAS, the terms of the Easement Agreement provide for transfer of the City’s interest in the Site for placement of telecommunications facilities to TPA VII, LLC for a lump sum of \$315,000.00; and

WHEREAS, pursuant to the provisions of the Charter of the City of Chickasha, Oklahoma, state statutes, and the Joint Meeting of the Chickasha, Oklahoma City Council, the City Manager is granted the authority to sign written contracts and conveyances entered into and made by the City; and

WHEREAS, pursuant to the provisions of the Charter of the City of Chickasha, Oklahoma, state statutes, and the Chickasha, Oklahoma Code of Ordinances, the City Clerk is authorized to acknowledge the execution of all instruments executed by the City which required acknowledgment.

NOW THEREFORE, BE IT HEREBY RESOLVED AND ORDERED BY THE CITY COUNCIL OF THE CITY OF CHICKASHA, OKLAHOMA THAT an Easement Agreement by and between the City of Chickasha, Oklahoma and TPA VII, LLC, a Delaware limited liability company, in the form presented, is hereby approved and authorized for execution.

NOW, THEREFORE, BE IT FURTHER RESOLVED THAT the City Manager of the City of Chickasha, Oklahoma, Keith Johnson, is hereby authorized to execute said Easement Agreement on behalf of the City of Chickasha, Oklahoma.

NOW, THEREFORE, BE IT FURTHER RESOLVED THAT the City Manager of the City of Chickasha, Oklahoma, Keith Johnson, is hereby authorized to execute on behalf of the City of Chickasha, Oklahoma, all closing documents required to close the transaction described in the Easement Agreement and the Letter of Intent.

The provisions of this Resolution shall become effective immediately upon adoption.

DULY PASSED AND ADOPTED this 3rd day of September 2024.

CITY OF CHICKASHA:

Zachary Grayson, Mayor

{Seal}

ATTEST:

SUSAN M. MCDANIEL, CMC - CITY CLERK

Record and Return to:
Joseph Mangus
TitleVest Agency, LLC
110 E. 42nd Street, 10th Floor
New York, NY 10017
TitleVest Title No.: TOK942734

Prepared by:
James Nothdurft
TPA VII. LLC
1170 Peachtree Street, Suite 1650
Atlanta, GA 30309

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

EASEMENT AGREEMENT

This telecommunication easement and lease assignment agreement ("Agreement") is made and shall be effective on the ____ day of _____, 2024 ("Effective Date"), by and between the City of Chickasha, Oklahoma, a municipal corporation ("Grantor") and TPA VII. LLC, a Delaware limited liability company ("Grantee").

- 1. Grantor's Property and the Telecom Tenant Lease.** Grantor represents and warrants that it holds fee simple title to certain real property located at 2410 West Country Club Road, Chickasha, Oklahoma 73018, as more fully described in the legal description attached hereto as Exhibit A (the "Parent Property"). Grantor and T-Mobile Central LLC (the "Telecom Tenant") are parties to that certain lease agreement, including all amendments and modifications thereto, cited in Exhibit B and incorporated by reference herein (the "Telecom Tenant Lease").
- 2. Grant of Easement.** For the sum of TEN AND NO/100 DOLLARS and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge as paid on or about the Effective Date along with the purchase price pursuant to the settlement statement executed contemporaneously with this Agreement ("Purchase Price"), Grantor grants and conveys unto Grantee, its successors and assigns, an exclusive easement (subject to the Telecom Tenant Lease) for the Permitted Use defined herein, together with a non-exclusive access easement for ingress and egress to and from the exclusive easement, seven days per week, twenty-four hours per day and a non-exclusive utility easement to install, replace and maintain utilities servicing the exclusive easement, including, but not limited to the installation of power and telephone service cable, wires, switches, boxes and the like as may be required by the Permitted Use (collectively "Easement" as further described in Exhibit C). Notwithstanding the foregoing, Grantee shall use commercially reasonable efforts to enforce

Easement Tenant's (defined below) access obligations, if any, pursuant to the applicable Easement Tenant lease. Grantor shall permit Grantee, Easement Tenant(s) (as hereinafter defined), and any of their affiliates, customers, tenants, subtenants, lessees, sublessees, licensees, successors and/or assigns together with any of the employees, contractors, consultants, and or agents of the foregoing to use the Easement for the installation, construction, operation, maintenance, repair, modification, relocation, replacement and removal of improvements and equipment ("Equipment") for the facilitation of telecommunications and other related uses, including, but not limited to, any uses permitted by the Telecom Tenant Lease ("Permitted Use"). Additionally, Grantee shall use commercially reasonable efforts to enforce Easement Tenant's obligation under the applicable Easement Tenant lease to comply with all applicable laws, regulations, codes, permitting and other legal requirements in connection with all activities on or about the Parent Property. Grantor represents that Grantor does not have any knowledge of any pending or threatened action that would adversely affect Grantor's ability to enter into this Agreement or grant the Easement and that entering into this Agreement will not violate or conflict with any provision of Grantor's organizational documents (if Grantor is an organization) or conflict with the provisions of any agreement to which Grantor is a party. Grantor further represents and warrants that Grantee shall have peaceful and quiet possession and enjoyment of the Easement during the term of this Agreement without any disturbance of Grantee's possession or Permitted Use hereunder.

3. **Term.** Commencing on the Effective Date, the term of this Agreement and the Easement shall be for ninety-nine (99) years (the "Term") and this Agreement and the Easement shall terminate on _____, 2123. Upon notice to Grantor as provided herein, Grantee may surrender the Easement to Grantor and execute such documents reasonably required to terminate the Agreement and the Easement. Grantor may not unilaterally terminate the Agreement or Easement, but if the Easement is not used for the Permitted Use for a period of five (5) years the Easement shall be deemed abandoned and shall terminate upon Grantor's notice of such default to Grantee as provided herein. **Sections 12 and 13** shall survive expiration or termination of this Agreement and shall remain in effect in perpetuity, subject to applicable law.
4. **Assignment of Lease, Renewal and Right of Replacement.** Grantor hereby assigns to Grantee all of Grantor's right, title and interest in the Telecom Tenant Lease for the Term, including the right to renew the Telecom Tenant Lease throughout the Term. Except as provided herein, Grantee agrees to assume all of Grantor's rights and obligations under the Telecom Tenant Lease. If Telecom Tenant is obligated under the Telecom Tenant Lease to pay to Grantor any fees (other than base rent and any escalations thereto) for the purpose of utility service or access or tax reimbursement, Grantor shall continue to be entitled to such fees, although Grantee may collect and distribute same to Grantor. Grantor shall continue to perform all obligations of the lessor under the Telecom Tenant Lease which relate to the use, ownership, and maintenance of the Parent Property so that Grantee may fulfill all the obligations under the Telecom Tenant Lease without breaching any provision therein, including, but not limited to, Grantor maintaining the Parent Property in a commercially reasonable condition to allow the Permitted Use of the Easement. Grantor shall not maintain the equipment or installations of any Easement Tenant (hereinafter defined), but shall be responsible and liable for the maintenance of the Water Tower (hereinafter defined) in compliance with any and all applicable laws, statutes, rules and regulations, including but not limited to, those rules and regulations, promulgated by the FCC and FAA regarding painting, marking and lighting of the Water Tower. Grantor represents and warrants that it has delivered to Grantee true and correct copies of the Telecom Tenant Lease and that Grantor owns 100% of the lessor/landlord's interest in the Telecom Tenant Lease, including the right to collect all rent thereunder. To the best of Grantor's knowledge, no party to the Telecom Tenant Lease has breached or is in default of their respective obligations under the Telecom Tenant Lease and **no party has requested or discussed a modification or termination of the Telecom Tenant Lease.** If during the Term the Telecom Tenant terminates the Telecom Tenant Lease or otherwise vacates the Parent Property, Grantee may lease all or a portion of the Easement to a replacement telecommunications tenant

("Replacement Telecom Tenant") on terms consistent with the Telecom Tenant Lease and such Replacement Telecom Tenant shall occupy the Easement rather than locating on other portions of the Parent Property ("Replacement Telecom Tenant Lease"). Additionally, Grantee shall use commercially reasonable efforts to also include the material substance of following provisions in any Replacement Telecom Tenant Lease:

- i. Replacement Telecom Tenant shall have non-emergency access during normal business hours (9:00 am – 5:00 pm, Monday through Friday), subject to all applicable and reasonable Parent Property rules and security procedures; provided, in the event of an emergency, Grantor shall permit access twenty-four (24) hours per day, seven (7) days a week.
- ii. Grantor will have the right to review and approve any and all construction plans, prior to commencement of construction such approval not to be unreasonably conditioned, delayed, denied or withheld and without further compensation owed to Grantor. Approval shall be deemed given by Grantor where Grantor has failed to respond at all within twenty (20) calendar days of Grantor's receipt of construction plans.
- iii. Replacement Telecom Tenant shall indemnify and hold harmless Grantor and Grantee against any and all claims, damages, costs and expenses (including reasonable attorney's fees and disbursements) caused by or arising out of Replacement Telecom Tenant's breach of Replacement Telecom Tenant Lease obligations.
- iv. Replacement Telecom Tenant shall name Grantor and Grantee as an additional insured to Replacement Telecom Tenant's commercial general liability insurance

Grantee shall also use commercially reasonable efforts to include the foregoing Replacement Telecom Tenant Lease terms in any renewal or extension of the Telecom Tenant Lease.

5. **Rent Sharing.** When a new telecommunications tenant ("Rent Share Tenant"), other than a Replacement Telecom Tenant, executes a lease for space within the Easement outside the Telecom Tenant or Replacement Telecom Tenant lease premises and commences rent payment, Grantee will collect such rent with Grantee retaining fifty percent (50%) of the rent collected and Grantee remitting fifty percent (50%) of the rent collected to Grantor. Notwithstanding the foregoing, Grantee shall be entitled to collect and retain rent from all telecommunications tenants within the Easement in an amount equal to the rent scheduled in the existing Telecom Tenant Lease and any Replacement Telecom Tenant Lease, including scheduled escalators ("Minimum Scheduled Rent"). Should the rent collected equal an amount less than the Minimum Scheduled Rent, such deficit ("Minimum Scheduled Rent Deficit") shall accrue and shall be applied against any and all future rents collected within the Easement, until collected rent payments fully offset the total Minimum Scheduled Rent Deficit. Grantee is permitted and authorized to enter into leases with Rent Share Tenants subject to the requirements for leasing to Replacement Telecom Tenants as set forth in **Section 4**.

6. **Intentionally omitted.**

7. **Grantor Cooperation and Non-interference.** Grantor hereby agrees to reasonably cooperate with Grantee, Telecom Tenant, Rent Share Tenant and/or Replacement Telecom Tenant (collectively, "Easement Tenants") in obtaining all licenses, permits or authorizations from all applicable governmental and/or regulatory entities and in acquiring any necessary upgrades to or relocation of utility service to support the Permitted Use. In furtherance of the foregoing, Grantor hereby appoints Grantee as Grantor's attorney-in-fact to execute all land use applications, permits, licenses and other approvals on Grantor's behalf in connection with the Permitted Use. Additionally, Grantee will use commercially reasonable efforts to enforce Easement Tenant's obligations, under the applicable

Easement tenant lease, to comply with any applicable government inspections of Easement Tenant's leased premises. Grantor's cooperation shall be at no cost to Grantor and without requiring payment of additional rent or fees by Grantee or Easement Tenants. Grantor shall not interfere with any construction in the Easement so long as such construction is to support the Permitted Use and is proceeding pursuant to a building permit or other required municipal or governmental approvals. Grantor shall not, nor shall Grantor permit its lessees, licensees, employees, invitees or agents to, use any portion of the Parent Property or the Easement in a way which materially interferes with the operations of the Easement Tenants who shall have peaceful and quiet possession and enjoyment of the Easement. Grantor may not directly or indirectly induce, invite, or conspire to induce or invite any Easement Tenants to use or lease space in direct competition with the Easement.

- 8. Assignment.** Grantee may pledge, assign, mortgage, grant a security interest, or otherwise encumber its interest created by this Agreement. Grantee may freely assign this Agreement in part or in its entirety, and any or all of its rights hereunder, including the right to receive rent payments subject to the consent requirements of this section. Grantee and Grantor hereby expressly agree that Grantee has the right, (i) in its sole discretion and without the prior consent of Grantor, to assign its interest in this Agreement to any person or entity (a) with a net worth or market capitalization comparable to that of Grantee, (b) that is a wireless telecommunications provider, (c) whose primary business is the operation of telecommunications tower sites or rooftop antenna sites on a national scale, or (d) that controls, is controlled by or is under common control with Grantee; and (ii) to assign its interest in this Easement to any other person or entity with the prior written consent of Grantor, which consent shall not be unreasonably withheld, hindered or delayed. Upon the absolute assumption of such assignee of all of the obligations of Grantee under this Agreement, then Grantee will be relieved of all obligations and liabilities hereunder.
- 9. Taxes and Other Obligations.** Except as provided for in the applicable Easement Tenant Lease or otherwise herein, all taxes and other obligations that are or could become liens against the Parent Property or any subdivision of the Parent Property containing the Easement, whether existing as of the Effective Date or hereafter created or imposed, shall be paid by Grantor prior to delinquency or default. Grantor shall be solely responsible for payment of all taxes and assessments now or hereafter levied, assessed or imposed upon the Parent Property, or imposed in connection with the execution, delivery, performance or recordation hereof, including without limitation any sales, income, documentary or other transfer taxes. If Grantor fails to pay when due any taxes or other obligations affecting the Parent Property, Grantee shall have the right but not the obligation to pay such and demand payment therefor from Grantor, which payment Grantor shall make within ten (10) days of such demand by Grantee. Notwithstanding anything here to the contrary, so long as the named Grantor is the City of Chickasha, Oklahoma or any other tax-exempt agency shall be a party to this Agreement and shall be exempt from taxation, Grantor City of Chickasha, Oklahoma, or any other tax-exempt agency, shall have no obligation hereunder to pay any taxes or assessments on the Parent Parcel or this Easement and nothing herein shall be deemed a waiver of the City of Chickasha, Oklahoma's or any other tax-exempt agency's tax-exempt status
- 10. Insurance.** During the Term, Easement Tenants shall maintain general liability insurance as required under their respective lease. Grantor shall maintain any insurance policies in place on the Parent Property or as required under the Telecom Tenant Lease.
- 11. Subordination and Non-Disturbance.** Grantee agrees to subordinate this Agreement to any existing or future mortgage or deed of trust on the Parent Property ("Security Instrument"), provided the beneficiary or secured party ("Secured Party") under the Security Instrument agrees for itself and its successors in interest and assigns that Grantee's rights under this Agreement and rights to the Easement shall remain in full force and effect and shall not be affected or disturbed by the Secured Party in the exercise of Secured Party's rights under the Security Instrument during the Term, including Grantee's

right to collect and retain, in accordance with the terms of this Agreement, all rents, fees and other payments due from Easement Tenants. Such non-disturbance agreement must apply whether Secured Party exercises its rights under the Security Instrument, including foreclosure, sheriff's or trustee's sale under the power of sale contained in the Security Instrument, and any other transfer, sale or conveyance of Grantor's interest in the Parent Property under peril of foreclosure, including, without limitation to the generality of the foregoing, an assignment or sale in lieu of foreclosure.

12. Mutual General Indemnification. Grantor and Grantee shall each indemnify and hold harmless the other against any and all claims, damages, costs and expenses (including reasonable attorney's fees and disbursements) caused by or arising out of the indemnifying party's breach of this Agreement or the negligent acts or omissions or willful misconduct on the Parent Property by the indemnifying party or the employees, agents, or contractors of the indemnifying party. Notwithstanding any other Section within this Agreement to the contrary, at all times, this Agreement shall be construed to preserve all municipal immunity for Grantor including notice provisions and damage limitations provided to Grantor by virtue of any State or Federal rule, regulation or statute. This Agreement shall not be construed so as to waive said notice or immunity limitations provided Grantor as long as Grantor is a municipality.

13. Environmental Representations and Indemnification.

- a. Grantor represents and warrants that, to the best of Grantor's knowledge, no pollutants or other toxic or hazardous substances, as defined under the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C. 9601 et seq., or any other federal or state law, including any solid, liquid, gaseous, or thermal irritant or contaminant, such as smoke, vapor, soot, fumes, acids, alkalis, chemicals or waste (including materials to be recycled, reconditioned or reclaimed) (collectively, "Hazardous Substances") have been, or shall be discharged, disbursed, released, stored, treated, generated, disposed of, or allowed to escape or migrate (collectively referred to as the "Release") on or from the Parent Property. Neither Grantor nor Grantee shall introduce or use any Hazardous Substances on the Parent Property or the Easement in violation of any applicable federal, state or local environmental laws.
- b. Grantor and Grantee each agree to defend, indemnify, and hold harmless the other from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, cleanup, remedial, removal or restoration work required by any governmental authority, losses, judgments and reasonable attorneys' fees that the indemnified party may suffer or incur due to the existence or discovery of any Hazardous Substances on the Parent Property caused by the other party. Grantee shall not be responsible for and shall not defend, indemnify or hold harmless Grantor for any Release of Hazardous Substances on or before the Effective Date.

14. Dispute Resolution and Notice.

- a. Jurisdiction and venue under this Agreement shall be in the state and county the Parent Property is located. The parties may enforce this Agreement and their rights under applicable law, and may seek specific performance, injunction, appointment of a receiver and any other equitable rights and remedies available under applicable law. Except for Grantee's failure to remit any Rent Share Tenant rents pursuant to Section 5 herein, damages as against Grantee shall be limited to an amount equal to the amount of Purchase Price received by Grantor under this Agreement, in addition to any insurance settlement which may have effect. The prevailing party shall be entitled to an award of its reasonable attorneys' fees and costs. Neither party shall be

liable to the other for consequential, indirect, speculative or punitive damages. Nothing contained herein shall be deemed to prevent Grantor from seeking a separate claim for damages against Easement Tenant

- b. The non-defaulting party shall provide written notice of a default under this Agreement or under an Easement Tenants' lease, not more than thirty (30) days from discovery of the default. From the date of such notice, the defaulting party shall have thirty (30) days to cure the default, unless the default cannot reasonably be cured within thirty (30) days in which case the defaulting party shall have such additional time as necessary to cure the default so long as the defaulting party has commenced to cure the default and is diligently pursuing completion of the cure.
- c. All communications shall be delivered by certified mail, return receipt requested or a nationally recognized overnight courier to the address beneath each party's signature block or such other address as advised to the other party pursuant to this Section. Notice shall be deemed given upon receipt if by certified mail, return receipt requested or one (1) business day following the date of sending, if sent by nationally recognized overnight courier service or upon attempted delivery if delivery is refused or if delivery is impossible because of failure to provide reasonable means for accomplishing delivery.

15. Miscellaneous.

- a. The terms and conditions of the existing Telecom Tenant Lease shall govern over any conflicting term of this Agreement. Notwithstanding anything to the contrary contained in this Agreement, Grantor and Grantee acknowledge that this Agreement is subject and subordinate to the Telecom Tenant Lease.
- b. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and the successors and assigns of the parties to this Agreement. It is the intention of the parties hereto that all of the various rights, obligations, restrictions and easements created in this Agreement shall run with the Parent Property upon which the Easement is located and be binding upon all future owners and lessees of the Parent Property and all persons claiming under them for the Term.
- c. Casualty and Condemnation. In the event of any casualty or condemnation of the Easement in whole or in part, Grantee shall be entitled to receive any insurance proceeds or condemnation award attributable to the value of the Easement.
- d. Bankruptcy. Grantee does not consent to rejection in bankruptcy, and Grantor shall provide notice and a copy of any bankruptcy or related filing to Grantee and Grantee's Lender.
- d. Severability. If any provision contained in this Agreement (or any portion of such provision) shall be held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement (or any portion of any such provision.)
- e. Counterparts. This Agreement may be executed in separate counterparts with each counterpart deemed an original and all of which together shall constitute a single agreement.
- f. Entire Agreement. This Agreement and any documents, certificates, instruments and agreements referred to herein constitute the entire agreement between Grantor and Grantee. Without limiting the generality of the foregoing, Grantor acknowledges that it has not received

or relied upon any advice of Grantee or its representatives regarding the merits or tax consequences of this Agreement.

[Signature pages and exhibits follow.]

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date on page one above.

GRANTOR: THE CITY OF CHICKASHA, OKLAHOMA

Keith Johnson, City Manager

Grantor Notice Address:
The City of Chickasha, Oklahoma
117 North 4th Street
Chickasha, Oklahoma 73018

STATE OF _____
COUNTY _____ } ss.

On this ____ day of _____, 2024, before me, the undersigned notary public, personally appeared Keith Johnson, and proved to me through satisfactory evidence of identification, which was personal knowledge/driver's license/passport/ _____ (circle one), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as City Manager of the City of Chickasha, Oklahoma.

{affix notary seal or stamp}

Notary Public
My Commission Expires:

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date on page one above.

GRANTEE: TPA VII. LLC

Jesse M. Wellner, Chief Executive Officer

Grantee Notice Address:

TPA VII. LLC
1170 Peachtree Street, Suite 1650
Atlanta, GA 30309
Attn: Chief Executive Officer

With a copy to:

TPA VII. LLC
1170 Peachtree Street, Suite 1650
Atlanta, GA 30309
Attn: General Counsel

STATE OF GEORGIA

COUNTY OF FULTON

} ss.

On this ____ day of _____, 2024, before me, the undersigned notary public, personally appeared Jesse M. Wellner, and proved to me through satisfactory evidence of identification, which was personal knowledge/driver's license/passport/ _____ (circle one), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as Chief Executive Officer of TPA VII. LLC.

{affix notary seal or stamp}

Notary Public
My Commission Expires:

EXHIBIT A

LEGAL DESCRIPTION OF THE PARENT PROPERTY

The Land referred to herein below is situated in the County of Grady, State of Oklahoma, and is described as follows:

A tract of land beginning at the SE/corner of the SW/4 SE/4 SW/4 of Section 5, Township 6 North, Range 7 West of I.M., Grady County, Oklahoma, thence North 280 feet, thence West 200 feet, thence South 280 feet, thence East 200 feet to the point of beginning.

Tax ID: 5439

EXHIBIT B

TELECOM TENANT LEASE

That certain Tower Lease with Option dated October 16, 2001, by and between Chickasha Municipal Authority, an Authority of the City of Chickasha and VoiceStream PCS I, LLC., a Delaware limited liability company, as evidenced by that certain Memorandum of Lease and Option recorded December 5, 2002, as Instrument #16343, Book 3434 Page 573, in the Official Public Records in Grady County, Oklahoma, as amended by that certain First Amendment to Tower Lease with Option dated April 25, 2017, by and between Chickasha Municipal Authority, an Authority of the City of Chickasha and T-Mobile Central LLC, a Delaware limited liability company

EXHIBIT C

EASEMENT AREA DESCRIPTION

In the event of a discrepancy between the area actually occupied by the existing Telecom Tenant's equipment and the area described below, the described area shall be understood to also include any portion of the actual used area not captured by the description or as may have been granted to the existing Telecom Tenant that is currently outlined in each Telecom Tenant Lease referenced in Exhibit B. Grantor or Grantee may elect to engage a professional surveyor, the product of which may be substituted upon Purchaser acceptance for the contents herein. The part of the Parent Property described in Exhibit B hereto, on which any equipment exists on the Effective Date together with the portion of the Parent Property used and leased by Grantor as the existing Telecom Tenant lease premises under the Telecom Tenant Lease including but not limited as follows:

Exclusive Easement Area:

Water Tower Location:

Upon that certain property identified on Exhibit A attached hereto, installed and attached to the land and property is that certain existing municipal water tower built which is installed on the Parent Property ("Water Tower"). The Easement area shall include the entire exterior of the Water Tower and the location of all Easement Tenant equipment installed on the ground beneath and around the Water Tower.

Also, and including, that certain portion of the Parent Property located at what is commonly known as 2410 West Country Club Road, Chickasha, Oklahoma 73018, that is co-extensive with the area leased under each Telecom Tenant Lease referenced in Exhibit B attached hereto.

Expanded Easement Area for Additional Telecommunications Tenant(s)

That certain additional easement area for attachment of antennas to the exterior of the Water Tower along with equipment ground space measuring the equivalent total of five hundred (500) square feet in a location to be determined by the telecommunications tenant(s) collocating on that certain Water Tower supporting telecommunications equipment described above with such location approved by the Grantor, such approval not to be unreasonably withheld, conditioned or delayed.

NON-EXCLUSIVE UTILITY EASEMENT and NON-EXCLUSIVE ACCESS EASEMENT SPACE

The part of the Parent Property, described in Exhibit B hereto, on which any equipment exists on the Effective Date together with the portion of the Parent Property used by utility providers and leased by Landlord as the existing Telecom Tenant lease premises under each Telecom Tenant Lease including but not limited as follows:

Utilities and Telecommunications. Grantee is herein granted, consistent with the existing Telecom Tenant Lease, a non-exclusive easement in, to, under and over the portions of the Parent Property for ingress and egress to the Easement, shaft ways, chase ways, soffits, risers, columns, crawl spaces, rafters, or any other space for placement of cables, wiring, etc., which is necessary to install, operate and maintain the telecommunications equipment and/or personal property, together with the right to use such easement for the development, repair, maintenance and removal of utilities and/or cables providing service to the Easement and any related activities and uses.

Access. Grantee is herein granted, consistent with the existing Telecom Tenant Lease, all rights of ingress and egress to and from the Easement, across the Parent Property described in Exhibit A hereto, providing access to a publicly dedicated roadway, including but not limited to West Country Club Road, along with the right to use such access easement for the development, repair, maintenance and removal of utilities providing service to the Easement and any related activities and uses.

Record and Return to:

Name: Joseph Mangus
Address: TitleVest Agency, LLC
110 East 42nd Street, 10th Floor
New York, NY 10017
TitleVest Agency, LLC Title #: TOK942734

Prepared by:

James Nothdurft
TPA VII, LLC
1170 Peachtree Street, Suite 1650
Atlanta, GA 30309

ASSIGNMENT OF LEASE

To be effective on _____, 2024, and in consideration of One Dollar (\$1) and other good and valuable consideration paid by the undersigned party hereto executing this instrument as assignee TPA VII, LLC, a Delaware limited liability company, with principal offices at 1170 Peachtree Street, Suite 1650, Atlanta, Georgia 30309 (hereinafter referred to as “Assignee”) to the undersigned party hereto executing this instrument as assignor THE CITY OF CHICKASHA, OKLAHOMA, a municipal corporation, with principal offices located at 117 North 4th Street, Chickasha, Oklahoma 73018 (hereinafter referred to as “Assignor”), the receipt and sufficiency thereof being hereby acknowledged, Assignor, subject to that certain Easement Agreement which is recorded contemporaneous to recording of this instrument, does hereby transfer, set over and assign to the Assignee all of Assignor’s right, title and interest in and to the lease(s) and/or tenancy(ies) upon certain Property owned by Assignor (Legal Description attached as Exhibit A) referenced below and in Exhibit B attached hereto, in which the Assignor has any right, title and interest currently existing and relating to:

That certain Tower Lease with Option dated October 16, 2001, by and between Chickasha Municipal Authority, an Authority of the City of Chickasha and VoiceStream PCS I, LLC., a Delaware limited liability company, as evidenced by that certain Memorandum of Lease and Option recorded December 5, 2002, as Instrument #16343, Book 3434 Page 573, in the Official Public Records in Grady County, Oklahoma, as amended by that certain First Amendment to Tower Lease with Option dated April 25, 2017, by and between Chickasha Municipal Authority, an Authority of the City of Chickasha and T-Mobile Central LLC, a Delaware limited liability company

Asset File #: CCG0223909

Assignor represents that Assignor has no knowledge of any default now outstanding by Assignor in his capacity as the landlord/lessor under the Tenancy.

Assignee hereby assumes and agrees to faithfully perform and discharge any and all obligations of the landlord/lessor in and to the hereby assigned lease(s) and/or tenancy(ies) subsequent to the date hereof, subject to that certain Easement Agreement.

Subject to that certain Easement Agreement, Assignee agrees to hold Assignor harmless and indemnified from any and all loss, cost, damage and expenses, which Assignor may incur on account of Assignee's failure to perform and discharge any and all obligations of lessor and landlord in and to the herein assigned lease and/or tenancy subsequent to the date hereof. Assignor agrees to hold Assignee harmless and indemnified from any and all loss, cost, damage and expenses, which Assignee may incur for claims related to activity prior to the date hereof.

The above shall be binding upon and inure to the benefit of Assignor and Assignee and their respective heirs, executors, legal representatives, successors and assigns.

SIGNATURES FOLLOW

IN WITNESS WHEREOF, Assignor has caused this instrument to be signed and sealed on its behalf this _____ day of _____, 2024.

Assignor: THE CITY OF CHICKASHA, OKLAHOMA

Keith Johnson
City Manager
117 North 4th Street
Chickasha, Oklahoma 73018

STATE OF _____
COUNTY OF _____ } ss.

On this _____ day of _____, 2024, before me, the undersigned notary public, personally appeared Keith Johnson and proved to me through satisfactory evidence of identification, which was personal knowledge/driver's license/passport/ _____ (circle one), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose City Manager of the City of Chickasha, Oklahoma.

{affix notary seal or stamp}

Notary Public
My Commission Expires:

IN WITNESS WHEREOF, Assignee has caused this instrument to be signed and sealed on its behalf this _____ day of _____, 2024.

Assignee: TPA VII, LLC

Jesse M. Wellner
Chief Executive Officer
1170 Peachtree Street, Suite 1650
Atlanta, Georgia 30309
678-775-0360
678-775-0361

STATE OF GEORGIA

COUNTY OF FULTON

} ss.

On this _____ day of _____, 2024, before me, the undersigned notary public, personally appeared Jesse M. Wellner, and proved to me through satisfactory evidence of identification, which was personal knowledge/driver's license/passport/ _____ (circle one), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as Chief Executive Officer of TPA VII, LLC.

{affix notary seal or stamp}

Notary Public
My Commission Expires: 4/4/2025

EXHIBIT A

LEGAL DESCRIPTION

The Land referred to herein below is situated in the County of Grady, State of Oklahoma, and is described as follows:

A tract of land beginning at the SE/corner of the SW/4 SE/4 SW/4 of Section 5, Township 6 North, Range 7 West of I.M., Grady County, Oklahoma, thence North 280 feet, thence West 200 feet, thence South 280 feet, thence East 200 feet to the point of beginning.

Tax ID: 5439

EXHIBIT B

DESCRIPTION OF TELECOM TENANT LEASE(S)

That certain Tower Lease with Option dated October 16, 2001, by and between Chickasha Municipal Authority, an Authority of the City of Chickasha and VoiceStream PCS I, LLC., a Delaware limited liability company, as evidenced by that certain Memorandum of Lease and Option recorded December 5, 2002, as Instrument #16343, Book 3434 Page 573, in the Official Public Records in Grady County, Oklahoma, as amended by that certain First Amendment to Tower Lease with Option dated April 25, 2017, by and between Chickasha Municipal Authority, an Authority of the City of Chickasha and T-Mobile Central LLC, a Delaware limited liability company

CHICKASHA

Meeting Type: Council Agenda 9-3-2024

Meeting Date: 9/3/2024

Department: Administration

Agenda Item No. 6.d.

AGENDA ITEM: Discussion, consideration, and possible action to approve Pay Request No. 5 in the amount of \$26,961.00 - Construct 2-Box Hangars project to W. L. McNatt

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Approve Pay Request No. 5 in the amount of \$26,961.00 - Construct 2-Box Hangars project to W. L. McNatt

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: September 3, 2024	(From)		

V. ATTACHMENTS:

- 20240829165825165

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF 2 PAGES

TO OWNER: City of Chickasha
117 N 4th St
Chickasha, OK 73018

PROJECT: OAC-CHK-24H-S

APPLICATION NO: 5

Distribution to:
☒ OWNER
☒ ENGINEER
☒ CONTRACTOR

VIA ENGINEER: Parkhill

PERIOD TO: 7/30/2024

CONTRACTOR

FROM CONTRACTOR:

W.L. McNatt

2000 E Britton Rd
Oklahoma City, Oklahoma 73131

PROJECT NOS:

CONTRACT FOR:
Construct 2-Box Hangers

CONTRACT DATE: 10/16/2023

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM \$ 957,400.00
2. Net change by Change Orders 0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ 957,400.00
4. TOTAL COMPLETED & STORED TO DATE \$ 922,524.50

5. RETAINAGE:
a. 5 % of Completed Work \$ 46,126.23
b. 5 % of Stored Material \$ 0.00

Total Retainage \$ 46,126.23
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) \$ 876,398.27
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 849,437.27
8. CURRENT PAYMENT DUE \$ 26,961.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 81,001.73

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

AIA DOCUMENT G702 APPLICATION AND CERTIFICATION FOR PAYMENT 1992 EDITION AIA ©1992

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

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

CONTRACTOR:

By: As Baker Date: 8/6/24

State of: OKLAHOMA County of: OKLAHOMA
Subscribed and sworn to before me this 03/27/2023 day of August
Notary Public: Judith Baker # 00005475
My Commission expires: 03/27/2028



ENGINEER'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED: \$ 26,961.00

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

ENGINEER:

By: Tom J. Baker Date: 08/07/2024

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

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W. WASHINGTON, DC 20006-3292

Construct 2-Box Hangars OAC-CHK-24H-S		PAY REQUEST NO: 5		DATE: 8/2/2024		
Chickasha Municipal Airport		For Period Ending: 7/30/2024				
Item	Description	Contract		Total Work Completed		Quantity Remaining
		Quantity	Unit Price \$	Amount \$	Quantity	
Base Bid						
1	MOBILIZATION	1	LS \$ 42,800.00	\$ 42,800.00	0.90	\$ 38,520.00
2	LOW PROFILE FLAG AND FLASHER BARRICADES	1	LS \$ 11,000.00	\$ 11,000.00		\$ -
3	UNCLASSIFIED EXCAVATION AND EMBANKMENT	1	LS \$ 39,000.00	\$ 39,000.00	1.00	\$ 39,000.00
4	6" CRUSHED AGGREGATE BASE COURSE	570	SY \$ 17.00	\$ 9,690.00	535.00	\$ 9,095.00
5	6" ODOT CLASS AA P.C.C. SURFACE COURSE	550	SY \$ 62.00	\$ 34,100.00	522.45	\$ 32,391.90
6	CONSTRUCT 75'X75' BOX HANGAR	1	EA \$ 390,000.00	\$ 390,000.00	0.98	\$ 382,200.00
7	SOLID SLAB SODDING & WATERING UNTIL ESTABLISHED	900	SY \$ 6.00	\$ 5,400.00	900.00	\$ 5,400.00
8	THIRD PARTY INSURANCE	1	LS \$ -	\$ -	1.00	\$ -
Base Bid Total				\$531,990.00		\$506,606.90
Alternate No. 1						
9	UNCLASSIFIED EXCAVATION AND EMBANKMENT	1	LS \$ 15,000.00	\$ 15,000.00	1.00	\$ 15,000.00
10	6" CRUSHED AGGREGATE BASE COURSE	630	SY \$ 17.00	\$ 10,710.00	598.00	\$ 10,166.00
11	6" ODOT CLASS AA P.C.C. SURFACE COURSE	620	SY \$ 62.00	\$ 38,440.00	591.80	\$ 36,691.60
12	CONSTRUCT 75'X75' BOX HANGAR	1	EA \$ 360,000.00	\$ 360,000.00	0.98	\$ 352,800.00
13	SOLID SLAB SODDING & WATERING UNTIL ESTABLISHED	210	SY \$ 6.00	\$ 1,260.00	210.00	\$ 1,260.00
Alternate No. 1 Total				\$425,410.00		\$415,917.60
Base Bid + Alternate No. 1 Total				\$957,400.00		\$922,524.50

TOTAL WORK TO DATE:	\$922,524.50
LESS RETAINAGE @ 5%:	\$46,126.23
LESS PREVIOUS PAYMENTS RECOMMENDED:	\$849,437.27
PAYMENT RECOMMENDED THIS ESTIMATE:	\$26,961.00

Contractor:

W.L. McNatt

2000 E Britton Rd

Oklahoma City, Oklahoma 73131

Approved By:

Toy J. Baker

Parkhill

08/07/2024

Date

CHICKASHA

Meeting Type: Council Agenda 9-3-2024

Meeting Date: 9/3/2024

Department: Administration

Agenda Item No. 6.e.

AGENDA ITEM: Discussion, consideration, and possible action to approve Pay Request No. 5 in the amount of \$54,233.25 -- Construct T-Hangar project to Diversified Construction of Oklahoma, Inc.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Approve Pay Request No. 5 in the amount of \$54,233.25 -- Construct T-Hangar project to Diversified Construction of Oklahoma, Inc.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: September 3, 2024	(From)		

V. ATTACHMENTS:

- 20240829171136853

PAYMENT APPLICATION

TO: City of Chickasha
117 N 4th St.
Chickasha, OK 73018
Attn:

PROJECT NAME AND LOCATION: T-Hangar Construct T-Hangar 2344 Beechcraft Rd. Chickasha, OK 73018

FROM: Diversified Construction of Okla., Inc.
6288 Boucher Dr.
Edmond, OK 73034

ARCHITECT: Parkhill 14101 Wireless Way, Ste. 350 Oklahoma City, OK 73134

FOR: AIP 3-40-0018-022-2023 | 2309039

APPLICATION # 5
PERIOD THRU: 08/16/2024
PROJECT #s: AIP 3-40-0018-022-2023
DATE OF CONTRACT: 10/16/2023

Distribution to:
☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR

CONTRACTOR'S SUMMARY OF WORK

Application is made for payment as shown below. Continuation Page is attached.

1. CONTRACT AMOUNT	\$1,084,664.92	
2. SUM OF ALL CHANGE ORDERS	\$0.00	
3. CURRENT CONTRACT AMOUNT (Line 1 +/- 2)	\$1,084,664.92	
4. TOTAL COMPLETED AND STORED (Column G on Continuation Page)	\$1,084,664.92	
5. RETAINAGE:		
a. 0.00% of Completed Work (Columns D + E on Continuation Page)	\$0.00	
b. 0.00% of Material Stored (Column F on Continuation Page)	\$0.00	
Total Retainage (Line 5a + 5b or Column I on Continuation Page)	\$0.00	
6. TOTAL COMPLETED AND STORED LESS RETAINAGE (Line 4 minus Line 5 Total)	\$1,084,664.92	
7. LESS PREVIOUS PAYMENT APPLICATIONS	\$1,030,431.67	
8. PAYMENT DUE	\$54,233.25	
9. BALANCE TO COMPLETION (Line 3 minus Line 6)	\$0.00	

SUMMARY OF CHANGE ORDERS	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	\$0.00	\$0.00
Total approved this month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES	\$0.00	

Contractor's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) the Work has been performed as required in the Contract Documents, (2) all sums previously paid to Contractor under the Contract have been used to pay Contractor's costs for labor, materials and other obligations under the Contract for Work previously paid for, and (3) Contractor is legally entitled to this payment.

CONTRACTOR: Diversified Construction of Okla., Inc.

By: [Signature] Date: 8.16.24

Chris Bright, Senior Project Manager, Owner
Notary Public, State of Oklahoma
Commission #13009143
My Commission Expires 10/3/2025

State of: Oklahoma
County of: Oklahoma
Subscribed and sworn to before me this 16th day of August, 2024

Notary Public: [Signature]
My Commission Expires: 10-3-2025

ARCHITECT'S CERTIFICATION

Architect's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) Architect has inspected the Work represented by this Application, (2) such Work has been completed to the extent indicated in this Application, and the quality of workmanship and materials conforms with the Contract Documents, (3) this Application for Payment accurately states the amount of Work completed and payment due therefor, and (4) Architect knows of no reason why payment should not be made.

CERTIFIED AMOUNT: \$54,233.25

(If the certified amount is different from the payment due, you should attach an explanation. Initial all the figures that are changed to match the certified amount.)

ARCHITECT: [Signature] Date: 08/20/2024

By: [Signature]

Neither this Application nor payment applied for herein is assignable or negotiable. Payment shall be made only to Contractor, and is without prejudice to any rights of Owner or Contractor under the Contract Documents or otherwise.

Construct T-Hangar AIP 3-40-0018-022-2023				PAY REQUEST NO: 4 DATE: 8/12/2024		
Chickasha Municipal Airport				For Period Ending: 7/31/2024		
Item	Description	Contract		Total Work Completed		Quantity Remaining
		Quantity	Unit Price \$	Quantity	Amount \$	
Base Bid						
1	MOBILIZATION	1	LS \$ 6,500.00	\$ 6,500.00	\$ 6,500.00	0.00
2	LOW PROFILE FLAG AND FLASHER BARRICADES	1	LS \$ 6,000.00	\$ 6,000.00	\$ 6,000.00	0.00
3	CONSTRUCT 8-UNIT NESTED T-HANGAR	1	LS \$ 931,688.58	\$ 931,688.58	\$ 931,688.58	0.00
4	THIRD PARTY INSURANCE	1	LS \$ -	\$ -	\$ -	0.00
Base Bid Total				\$944,188.58	\$944,188.58	
Alternate No. 1						
5	CONSTRUCT ADDITIONAL T-HANGAR UNIT (UNIT 9)	1	LS \$ 54,348.04	\$ 54,348.04	\$ 54,348.04	0.00
Alternate No. 1 Total				\$54,348.04	\$54,348.04	
Alternate No. 2						
6	CONSTRUCT ADDITIONAL T-HANGAR UNIT (UNIT 10)	1	LS \$ 86,128.30	\$ 86,128.30	\$ 86,128.30	0.00
Alternate No. 2 Total				\$86,128.30	\$86,128.30	
Base Bid + Alternate No. 1 + Alternate No. 2 Total				\$1,084,664.92	\$1,084,664.92	

TOTAL WORK TO DATE:	\$1,084,664.92
LESS RETAINAGE @ 5%:	\$0.00
LESS PREVIOUS PAYMENTS RECOMMENDED:	\$1,030,431.67
PAYMENT RECOMMENDED THIS ESTIMATE:	\$54,233.25

Contractor:
Diversified Construction of Oklahoma
6288 Boucher Drive
Edmond, OK 73034

Approved By:

Toby J. Baker

Parkhill

08/20/2024

Date

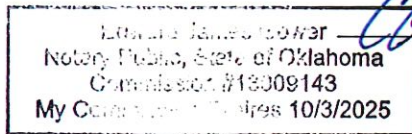
APPLICATION DATE:	16-Aug-2024
PERIOD TO:	16-Aug-2024
PROJECT NO:	2309039

Page 201 of 259

AFFIDAVIT FOR PAYMENT OF \$1,000.00 OR MORE

STATE OF Oklahoma)
) SS.
COUNTY OF Oklahoma)

Undersigned Contractor, lawful age, first duly sworn on oath, says this invoice/claim is true and correct. Affiant further states (work, services, or materials) as shown by this invoice/claim have been completed or supplied in accordance with Plans, Specifications, orders, or requests furnished affiant. Affiant further states (s)he made no payment directly/indirectly to any elected official, officer, or employee of the State of Oklahoma, and county or local subdivision of state, money, or any other thing of value to obtain payment.



[Signature]
(Contractor, Supplier, or Engineer)

Subscribes and sworn to before me this 16th day of August, 20 24.

[Signature]
(Notary Public, Clerk, or Judge)

My Commission Expires October 3, 20 25.

Note:

Attach a copy of this Affidavit to any invoice submitted by Architect, Contractor, Engineer, or Supplier for material of \$1,000.00 or more.

RELEASE

(Execute this form of release at Contract completion.)

KNOW ALL MEN BY THESE PRESENTS:

That Diversified Construction of Oklahoma, Inc.

hereinafter called Contractor, individually and collectively, have in consideration of the sum of One-million Eighty-four thousand Six-hundred Sixty-four Dollars & Ninety-two Cents

Dollars (\$ 1,084,664.92), (retained by Owner hereinafter described for exceptions yet to be performed by Contractor when such exceptions are performed) to us in hand paid by City of Chickasha, hereinafter called Owner, receipt whereof is hereby acknowledged, remised, released, and forever discharged, and by these presents do for heirs, executors, administrators, successors and assigns, remise, release, and forever discharge and said Owner and successors in office and heirs, executors, and administrators, of and from all, and all manner of action and actions, cause and causes of actions, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, executions, claims, and demands whatsoever in law or equity which against them, said Owner ever had, now have, or may have reason of contract entered into by and between Contractor and Owner dated October 16, 2023, which pertains to construction by Contractor for Owner, for Construct T-Hangar, AIP 3-40-0018-022-2023, at Chickasha Municipal Airport, Chickasha, Oklahoma including change orders covered therein.

This release includes any and all other work or material furnished in connection with such contract and building and other facilities.

Said Contractor(S), individually and collectively, hereby certify Contractor paid in full to each and every person, firm, partnership, corporation, joint venture, and subcontractor, for all labor and material used in performance of foregoing contract.

IN WITNESS WHEREOF, Contractor executed this release on the 16 day of August, 2024.


CONTRACTOR SIGNATURE

ATTEST:  8/16/24

CHICKASHA

Meeting Type: Council Agenda 9-3-2024

Meeting Date: 9/3/2024

Department: Parks and Rec

Agenda Item No. 6.f.

AGENDA ITEM: Discussion, consideration, and possible action to award bid COC-2401- Lake Chickasha Dilapidated Dock Abatement to Slempt Welding Power Excavation in the amount of \$49,500.0

I. BACKGROUND/DESCRIPTION:

Bids were opened August 16, 2024. The following are the bids results:

Slempt Welding Power Excavation	\$49,500.00
CbarC	\$58,955.00
Phillip Willis	\$55,952.00
Washita Construction & Renovation	\$68,000.00
Weeks Farms, LLC	\$64,000.00
M&M Wrecking	\$76,750.00
K&M Dirt Services	\$89,100.00

II. RECOMMENDED ACTION:

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Spencer Weizenried, Parks & Rec Director	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: September 3, 2024	(From)		

V. ATTACHMENTS:

1. 20240830083446525

INVITATION TO BID

MAIL SEALED BIDS TO:		PERSONAL OR COMMON CARRIER DELIVERY	
CHICKASHA CITY CLERK		CHICKASHA CITY CLERK	
117 NORTH 4TH STREET		117 NORTH 4TH STREET	
CHICKASHA, OKLAHOMA 73018		CHICKASHA, OKLAHOMA 73018	

DATE BID TYPED: 7/16/2024	BID NO. COC-2401	TITLE: Lake Chickasha Dilapidated Dock Abatement	
NO BIDS WILL BE ACCEPTED AFTER: August 16, 2024 @ 1:30 p.m.		CONTRACT PERIOD	
VENDORS NAME: Dakota Slomp		REASON FOR NO BID:	
MAILING ADDRESS: 25191 E Gracemont Rd			
CITY: Gracemont	STATE: Ok	ZIP: 73042	TERMS:
AREA CODE: 405	TELEPHONE NO. 933-2078	FAX NO.	DELIVERY: hand dellverd
E-MAIL ADDRESS: slompwelding@gmail.com			FEDERAL EMPLOYER IDENTIFICATION NO. OR SOCIAL SECURITY NO. 85-4333241

NON-COLLUSION AFFIDAVIT

(This bid is invalid if BOTH Affidavits are not signed and notarized)

STATE OF Oklahoma, COUNTY OF Caddo

I, Dakota Slomp, of lawful age, being first duly sworn on oath, says that 1. (s)he is the duly authorized agent of the above bidder submitting the competitive bid which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and city officials or employees, as well as facts pertaining to the giving or offering of things of value to city personnel in return for special consideration in the letting of any contract pursuant to the bid to which this statement is attached. 2. (s)he is fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bid; and 3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:

- a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
- b. to any collusion with any city official or employee as to quantity, quality or price in the prospective contract, nor
- c. in any discussions between bidders and any city official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

Subscribed and sworn to before me this 16 day of August, 2024
Robin D. Savage
 Notary
 My Commission Expires: 7-24-2027

Bidder Dakota Slomp

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED!



BUSINESS RELATION AFFIDAVIT

(This bid is invalid if BOTH Affidavits are not signed and notarized)

STATE OF Oklahoma, COUNTY OF Caddo

I, Text, of lawful age, being first duly sworn on oath, says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the nature of any relationship presently in effect or which existed within one (1) year prior to the date of this statement with the architect, engineer, or other party to the project is as follows:
none

Affiant further states that any such business relationship presently in effect or which existed within one (1) year prior to the date of this statement between any officer or director of the bidding company and any officer or director of the architectural or engineering firm or other party to the project is as follows:
none

Affiant further states that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms are as follows:
none

(If none of the business relationships herein above mentioned exist; Affiant should so state).

Subscribed and sworn to before me this 16th day of August, 2024
Robin D. Savage
 Notary
 My Commission Expires: 7-24-2027

Bidder Dakota Slomp

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED!



SEALED BIDS: All sheets bid on and this form must be executed and submitted in a sealed envelope. (DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE). The face of the envelope shall contain, in addition to the mailing address, the words "SEALED BID" the date of the bid opening and the contract number. Bids submitted in Federal Express or other specialized delivery envelopes shall be enclosed in a separate envelope marked as indicated above. Bids not submitted in properly marked envelopes or on the attached bid form shall be rejected. In the case of "No Bid" the vendor shall return the "Invitation to Bid" with the "Reason for No Bid" properly filled in, to remain on the City of Chickasha's active vendor/contractor list

EXECUTION OF BID: Bid must contain an original signature of an authorized representative in the space provided. Bids must be typed or printed in ink. Use of erasable ink is not permitted. ALL CORRECTIONS MADE BY BIDDER TO HIS BID MUST BE INITIALED.

BID OPENING: It is bidder's responsibility to assure that his bid is delivered at the proper time and place of the bid opening. Bids which for any reason are not so delivered, will not be considered. Offers by telegram or telephone are not acceptable. **NOTE:** Bid files may be examined during normal working hours by appointment. Bid tabulations WILL NOT be provided by telephone.

MISTAKES: Bidders are expected to examine the specifications, delivery schedule, bid prices and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk. In case of mistake in extension, the unit price will govern.

INVOICING AND PAYMENT: The vendor shall be paid upon submission of proper certified invoices to the City of Chickasha at the prices stipulated on the contract. Invoices shall contain the contract number and purchase order number. Failure to follow these instructions may result in delay of processing invoices for payment.

WAIVER: City of Chickasha reserves the right to waive any general provision, special provision or minor specification deviation when considered to be in the best interest of the City of Chickasha. Any bid received by the awarding public agency or an officer or employee thereof, more than ninety-six (96) hours excluding Saturdays, Sundays and holidays before the time set for the opening of bids, or any bid so received after the time set for opening of bids, shall not be considered by the awarding public agency and shall be returned unopened to the bidder submitting same.

Bid Proposal

BID SCHEDULE				
ITEM NO.	DOCK NAME OR NUMBER	APPROXIMATE LATITUDE	APPROXIMATE LONGITUDE	BID PRICE
1	1	35.139786	-98.132153	\$ 4,000.00
2	2	35.139915	-98.132151	\$ 4,000.00
3	3	35.142150	-98.131931	\$ 4,500.00
4	City Dock	35.147142	-98.130901	\$ 6,000.00
5	4	35.147220	-98.129898	\$ 3,500.00
6	5	35.147378	-98.129611	\$ 4,000.00
7	6	-98.129337	-98.129337	\$ 2,000.00
8	7	35.147607	-98.129147	\$ 3,000.00
9	8	35.147642	-98.129039	\$ 3,000.00
10	9	35.147713	-98.128887	\$ 4,000.00
11	10	35.147751	-98.128788	3,500.00
12	11	35.147990	-98.128314	\$ 4,500.00
13	12	35.148041	-98.128206	3,500.00
TOTAL BID (NUMBERS)				\$ 49,500
TOTAL BID (WORDS) forty nine thousand five hundred dollars				

ONLY ONE CONTRACT WILL BE AWARDED.

THE OWNER RESERVES THE RIGHT TO AWARD A CONTRACT FOR A PORTION OF
THE ITEMS LISTED OR ALL OF THE ITEMS LISTED.

I/We, the undersigned propose to provide, construct and install Lake Chickasha Dilapidated Dock Abatement, in Caddo County, Ok meeting or exceeding specifications as described herein:

Bidder: Text Slompwelding & more excavation By: Text [Signature] Owner
Name of Company Signature & Title

Mailing Address: 25191 E Gracemont Rd Gracemont, OK, 73082

905-933-2078

Phone No

Fax No

slompwelding@gmail.com

Email

SUBSCRIBED AND SWORN TO BEFORE ME THIS 16th DAY OF August 2024

MY COMMISSION EXPIRES:

7-24-2027

Robin D. Savage
NOTARY PUBLIC



INVITATION TO BID

MAIL SEALED BIDS TO:		PERSONAL OR COMMON CARRIER DELIVERY	
CHICKASHA CITY CLERK		CHICKASHA CITY CLERK	
117 NORTH 4TH STREET		117 NORTH 4TH STREET	
CHICKASHA, OKLAHOMA 73018		CHICKASHA, OKLAHOMA 73018	

DATE BID TYPED: 7/16/2024	BID NO. COC-2401	TITLE Lake Chickasha Dilapidated Dock Abatement	
NO BIDS WILL BE ACCEPTED AFTER: August 16, 2024 @ 1:30 p.m.		CONTRACT PERIOD	
VENDOR'S NAME: C bar C Services, LLC		REASON FOR NO BID: Not Applicable	
MAILING ADDRESS: P.O. Box 492			
CITY: Anadarko	STATE: OK	ZIP: 73005	TERMS:
AREA CODE: 405	TELEPHONE NO. 829-0829	FAX NO.	DELIVERY: Hand delivered
E-MAIL ADDRESS: accounting@cbarcservices.com		FEDERAL EMPLOYER IDENTIFICATION NO. OR SOCIAL SECURITY NO. 47-4580094	

NON-COLLUSION AFFIDAVIT

(This bid is invalid if BOTH Affidavits are not signed and notarized)

STATE OF Oklahoma, COUNTY OF Caddo

Amanda Sanders of lawful age, being first duly sworn on oath, says that 1. (s)he is the duly authorized agent of the above bidder submitting the competitive bid which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and city officials or employees, as well as facts pertaining to the giving or offering of things of value to city personnel in return for special consideration in the letting of any contract pursuant to the bid to which this statement is attached. 2. (s)he is fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bid; and 3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:

- to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
- to any collusion with any city official or employee as to quantity, quality or price in the prospective contract, nor
- in any discussions between bidders and any city official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

Subscribed and sworn to before me this 16th day of August, 2024
Paula Anderson
 Notary
 My Commission Expires: 01-03-2028

C bar C Services, LLC
 Bidder

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED!
NOTARY PUBLIC
PAULA ANDERSON

BUSINESS RELATION AFFIDAVIT

(This bid is invalid if BOTH Affidavits are not signed and notarized) STATE OF Oklahoma Comm. # 2400012 Expires 01-03-2028

STATE OF Oklahoma, COUNTY OF Caddo

Amanda Sanders of lawful age, being first duly sworn on oath, says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the nature of any relationship presently in effect or which existed within one (1) year prior to the date of this statement with the architect, engineer, or other party to the project is as follows:
There is not any relationship between C bar C Services, LLC and the architect, engineer, or other party to the project.

Affiant further states that any such business relationship presently in effect or which existed within one (1) year prior to the date of this statement between any officer or director of the bidding company and any officer or director of the architectural or engineering firm or other party to the project is as follows:

There is not any relationship between any officer or director of C bar C Services, LLC and any officer or director of the architectural or engineering firm or other party to the project.

Affiant further states that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms are as follows:

There are not any business relationships that exist.

(If none of the business relationships herein above mentioned exist; Affiant should so state).

Subscribed and sworn to before me this 16th day of August, 2024
Paula Anderson
 Notary
 My Commission Expires: 01-03-2028

C bar C Services, LLC
 Bidder

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED!
NOTARY PUBLIC
PAULA ANDERSON

STATE OF Oklahoma Comm. # 2400012

SEALED BIDS: All sheets bid on and this form must be executed and submitted in a sealed envelope. (DO NOT INCLUDE MORE THAN ONE BID ON ENVELOPE) The date of the opening shall consist, in addition to the mailing address, the words "SEALED BID" the date of the bid opening and the contract number. Bids submitted in Federal Express or other specialized delivery envelopes shall be enclosed in a separate envelope marked as indicated above. Bids not submitted in properly marked envelopes or on the attached bid form shall be rejected. In the case of "No Bid" the vendor shall return the "Invitation to Bid" with the "Reason for No Bid" properly filled in, to remain on the City of Chickasha's active vendor/contractor list.

EXECUTION OF BID: Bid must contain an original signature of an authorized representative in the space provided. Bids must be typed or printed in ink. Use of erasable ink is not permitted. ALL CORRECTIONS MADE BY BIDDER TO HIS BID MUST BE INITIALED.

BID OPENING: It is bidder's responsibility to assure that his bid is delivered at the proper time and place of the bid opening. Bids which for any reason are not so delivered, will not be considered. Offers by telegram or telephone are not acceptable. NOTE: Bid files may be examined during normal working hours by appointment. Bid tabulations WILL NOT be provided by telephone.

MISTAKES: Bidders are expected to examine the specifications, delivery schedule, bid prices and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk. In case of mistake in extension, the unit price will govern.

INVOICING AND PAYMENT: The vendor shall be paid upon submission of proper certified invoices to the City of Chickasha at the prices stipulated on the contract. Invoices shall contain the contract number and purchase order number. Failure to follow these instructions may result in delay of processing invoices for payment.

WAIVER: City of Chickasha reserves the right to waive any general provision, special provision or minor specification deviation when considered to be in the best interest of the City of Chickasha. Any bid received by the awarding public agency or an officer or employee thereof, more than ninety-six (96) hours excluding Saturdays, Sundays and holidays before the time set for the opening of bids, or any bid so received after the time set for opening of bids, shall not be considered by the awarding public agency and shall be returned unopened to the bidder submitting same.

Bid Proposal

BID SCHEDULE				
ITEM NO.	DOCK NAME OR NUMBER	APPROXIMATE LATITUDE	APPROXIMATE LONGITUDE	BID PRICE
1	1	35.139786	-98.132153	\$ 4535.00
2	2	35.139915	-98.132151	\$ 4535.00
3	3	35.142150	-98.131931	\$ 4535.00
4	City Dock	35.147142	-98.130901	\$ 4535.00
5	4	35.147220	-98.129898	\$ 4535.00
6	5	35.147378	-98.129611	\$ 4535.00
7	6	-98.129337	-98.129337	\$ 4535.00
8	7	35.147607	-98.129147	\$ 4535.00
9	8	35.147642	-98.129039	\$ 4535.00
10	9	35.147713	-98.128887	\$ 4535.00
11	10	35.147751	-98.128788	\$4535.00
12	11	35.147990	-98.128314	\$ 4535.00
13	12	35.148041	-98.128206	\$4535.00
TOTAL BID (NUMBERS)				\$ 58955.00
TOTAL BID (WORDS)				
Fifty-eight thousand, nine hundred fifty-five dollars and zero cents.				

ONLY ONE CONTRACT WILL BE AWARDED.

THE OWNER RESERVES THE RIGHT TO AWARD A CONTRACT FOR A PORTION OF
THE ITEMS LISTED OR ALL OF THE ITEMS LISTED.

I/We, the undersigned propose to provide, construct and install Lake Chickasha Dilapidated Dock Abatement, in Caddo County, Ok meeting or exceeding specifications as described herein:

Bidder: C bar C Services, LLC
Name of Company

By:

[Signature] owner
Signature & Title

Mailing Address: P.O. Box 492, Anadarko, OK 73005

405-829-0829

Phone No

Not Applicable

Fax No

accounting@cbarcservices.com

Email

SUBSCRIBED AND SWORN TO BEFORE ME THIS 11th DAY OF August 2024.

MY COMMISSION EXPIRES:

01/03/2028

Paula Anderson

NOTARY PUBLIC

NOTARY PUBLIC
PAULA ANDERSON
STATE OF OKLAHOMA Comm. # 2400012
Comm. Expires 01-03-2028



Capabilities Statement

Primary NAICS Code: 238910

Secondary NAICS Codes:

236115	237120	541330
236116	237130	541360
236117	237990	541370
236118	238990	541620
236210	333132	561720
236220	423440	562910
237110	541320	

Certifications:

- Small Disadvantaged Business
- Women-Owned Business
- Native American Owned
- Indian Small Business Economic Enterprise
- Indian Economic Enterprise

Designations:

- Women-Owned Small Business Eligible
- 8(a) Eligible

Location:

Multiple locations across Oklahoma

Contacts:

Amanda Sanders, Owner

accounting@cbarcservices.com

405.829.0829

Chance Sanders, Partner/Operations Manager

405.933.2526

Cale Dolch, Partner/Sales Manager

405.226.3047

Company Background

C Bar C Services, LLC, based in Anadarko, Oklahoma, is a family-owned business established in July 2015. Beginning with a focus on the agriculture industry, our company has since expanded its services to encompass contracting, construction, and the oil and gas sector. With a robust portfolio of over 100 assets, we have flourished in various domains. Our expertise extends to civil work, roustabout services, pipeline projects, environmental initiatives, remediation efforts, and construction ventures across the Midwestern states. We take pride in our successful completion of numerous projects, demonstrating our commitment to excellence in diverse industries with integrity and accountability.

Core Competencies

- General Contracting
- Civil work focusing on excavation and site development services
- Environmental site assessments, cleanup and remediation
- Logistic solutions
- Supply contracts
- Commercial and Industrial construction

Past Performance

- OneOK Compression Station/New Construction - \$473,458.00
- Energy Transfer Clearing Project - \$433,392.00
- Select Energy Services Site Cleanup - \$318,391.00
- Bounty Transfer, LLC Natural Gas Pipeline Construction - \$234,595.00
- Countless other projects leading to over \$5M annually

Clients



Kaiser-Francis Oil Company

INVITATION TO BID

MAIL SEALED BIDS TO:	PERSONAL OR COMMON CARRIER DELIVERY
CHICKASHA CITY CLERK	CHICKASHA CITY CLERK
117 NORTH 4TH STREET	117 NORTH 4TH STREET
CHICKASHA, OKLAHOMA 73018	CHICKASHA, OKLAHOMA 73018

DATE BID TYPED: 7/16/2024	BID NO: COC-2401	TITLE: Lake Chickasha Dilapidated Dock Abatement
NO BIDS WILL BE ACCEPTED AFTER: August 16, 2024 @ 1:30 p.m.		CONTRACT PERIOD
VENDORS NAME: Phillip Willis		REASON FOR NO BID: NA
MAILING ADDRESS: 28008 CR 1250		
CITY: Verden	STATE: OK	ZIP: 73092
AREA CODE: 405	TELEPHONE NO. 802-2580	FAX NO. N/A
E-MAIL ADDRESS: Phillip.dc2052@hotmail.com		FEDERAL EMPLOYER IDENTIFICATION NO. OR SOCIAL SECURITY NO. N/A

NON-COLLUSION AFFIDAVIT

(This bid is invalid if BOTH Affidavits are not signed and notarized)

STATE OF Oklahoma, COUNTY OF Caddo

Phillip Willis of lawful age, being first duly sworn on oath, says that 1. (s)he is the duly authorized agent of the above bidder submitting the competitive bid which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and city officials or employees, as well as facts pertaining to the giving or offering of things of value to city personnel in return for special consideration in the letting of any contract pursuant to the bid to which this statement is attached. 2. (s)he is fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bid; and 3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:

- to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
- to any collusion with any city official or employee as to quantity, quality or price in the prospective contract, nor
- in any discussions between bidders and any city official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

Subscribed and sworn to before me this 12 day of August, 2024
Stephan Novotny
 Notary
 My Commission Expires: 10/03/2027

Bidder
Phillip Willis

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED!

NOTARY PUBLIC

BUSINESS RELATION AFFIDAVIT: PHANIE NOVOTNY

(This bid is invalid if BOTH Affidavits are not signed and notarized)

STATE OF Oklahoma, COUNTY OF Caddo

Phillip Willis of lawful age, being first duly sworn on oath, says that (s)he is the agent authorized by the bidder to submit a bid. Comm. # 19010013
 nature of any relationship presently in effect or which existed within one (1) year prior to the date of this statement with the architect, engineer, or other party to the project is as follows:
None exist

Affiant further states that any such business relationship presently in effect or which existed within one (1) year prior to the date of this statement between any officer or director of the bidding company and any officer or director of the architectural or engineering firm or other party to the project is as follows:

None exist

Affiant further states that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms are as follows:

None exist

(If none of the business relationships herein above mentioned exist; Affiant should so state).

Subscribed and sworn to before me this 12 day of August, 2024
Stephan Novotny
 Notary
 My Commission Expires: 10/03/2027

Bidder
Phillip Willis

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED!

NOTARY PUBLIC

STEPHANIE NOVOTNY

STATE OF OKLAHOMA Comm. # 19010013

Comm. Expires 10-03-2027

SEALED BIDS: All sheets bid on and this form must be executed and submitted in a sealed envelope. (DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE). The face of the envelope shall contain, in addition to the mailing address, the words "SEALED BID" the date of the bid opening and the contract number. Bids submitted in Federal Express or other specialized delivery envelopes shall be enclosed in a separate envelope marked as indicated above. Bids not submitted in properly marked envelopes or on the attached bid form shall be rejected. In the case of "No Bid" the vendor shall return the "Invitation to Bid" with the "No Bid" properly filled in, to remain on the City of Chickasha's active vendor/contractor list.

EXECUTION OF BID: Bid must contain an original signature of an authorized representative in the space provided. Bids must be typed or printed in ink. Bids must be submitted to the City of Chickasha by the deadline. Bids not submitted by the deadline will not be considered. Bids must be initialed.

BID OPENING: It is bidder's responsibility to assure that his bid is delivered at the proper time and place of the bid opening. Bids which for any reason are not so delivered, will not be considered. Offers by telegram or telephone are not acceptable. **NOTE:** Bid files may be examined during normal working hours by appointment. Bid tabulations WILL NOT be provided by telephone. **MISTAKES:** Bidders are expected to examine the specifications, delivery schedule, bid prices and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk. In case of mistake in extension, the unit price will govern.

INVOICING AND PAYMENT: The vendor shall be paid upon submission of proper certified invoices to the City of Chickasha at the prices stipulated on the contract. Invoices shall contain the contract number and purchase order number. Failure to follow these instructions may result in delay of processing invoices for payment.

WAIVER: City of Chickasha reserves the right to waive any general provision, special provision or minor specification deviation when considered to be in the best interest of the City of Chickasha. Any bid received by the awarding public agency or an officer or employee thereof, more than ninety-six (96) hours excluding Saturdays, Sundays and holidays before the time set for the opening of bids, or any bid so received after the time set for opening of bids, shall not be considered by the awarding public agency and shall be returned unopened to the bidder submitting same.

Phillip Willis

Bid Proposal

BID SCHEDULE				
ITEM NO.	DOCK NAME OR NUMBER	APPROXIMATE LATITUDE	APPROXIMATE LONGITUDE	BID PRICE
1	1	35.139786	-98.132153	\$ 4,304.00
2	2	35.139915	-98.132151	\$ 4,304.00
3	3	35.142150	-98.131931	\$ 4,304.00
4	City Dock	35.147142	-98.130901	\$ 4,304.00
5	4	35.147220	-98.129898	\$ 4,304.00
6	5	35.147378	-98.129611	\$ 4,304.00
7	6	-98.129337	-98.129337	\$ 4,304.00
8	7	35.147607	-98.129147	\$ 4,304.00
9	8	35.147642	-98.129039	\$ 4,304.00
10	9	35.147713	-98.128887	\$ 4,304.00
11	10	35.147751	-98.128788	\$ 4,304.00
12	11	35.147990	-98.128314	\$ 4,304.00
13	12	35.148041	-98.128206	\$ 4,304.00
TOTAL BID (NUMBERS)				\$ 55,952
TOTAL BID (WORDS) fifty five thousand nine hundred fifty two dollars and no cents				

ONLY ONE CONTRACT WILL BE AWARDED.

THE OWNER RESERVES THE RIGHT TO AWARD A CONTRACT FOR A PORTION OF THE ITEMS LISTED OR ALL OF THE ITEMS LISTED.

I/We, the undersigned propose to provide, construct and install Lake Chickasha Dilapidated Dock Abatement, in Caddo County, Ok meeting or exceeding specifications as described herein:

Bidder: Phillip Willis
Name of Company

By: [Signature]
Signature & Title

Mailing Address: 28008 CR 1260

405-802-2580
Phone No

N/A
Fax No

phillip.dc2052@hotmail.com
Email

SUBSCRIBED AND SWORN TO BEFORE ME THIS 12 DAY OF August 2024.

MY COMMISSION EXPIRES:

10/03/2027

[Signature]
NOTARY PUBLIC

NOTARY PUBLIC
STEPHANIE NOVOTNY

STATE OF OKLAHOMA Comm. # 19010013
Comm Expires 10-03-2027

INVITATION TO BID

MAIL SEALED BIDS TO:	PERSONAL OR COMMON CARRIER DELIVERY
CHICKASHA CITY CLERK	CHICKASHA CITY CLERK
117 NORTH 4TH STREET	117 NORTH 4TH STREET
CHICKASHA, OKLAHOMA 73018	CHICKASHA, OKLAHOMA 73018

DATE BID TYPED: 7/16/2024	BID NO. COC-2401	TITLE: Lake Chickasha Dilapidated Dock Abatement
NO BIDS WILL BE ACCEPTED AFTER: August 16, 2024 @ 1:30 p.m.		CONTRACT PERIOD
VENDORS NAME: Washita Construction Renovation		REASON FOR NO BID:
MAILING ADDRESS: P O Box 702		
CITY: Chickasha	STATE: OK	ZIP: 73004
AREA CODE: 405	TELEPHONE NO. 224-7800	FAX NO. 405 224-7811
E-MAIL ADDRESS: malisa@washitaconstruction.com		DELIVERY:
		FEDERAL EMPLOYER IDENTIFICATION NO. OR SOCIAL SECURITY NO. 73-1531390

NON-COLLUSION AFFIDAVIT

(This bid is invalid if BOTH Affidavits are not signed and notarized)

STATE OF Oklahoma, COUNTY OF Grady.

malisa Bramblett of lawful age, being first duly sworn on oath, says that 1. (s)he is the duly authorized agent of the above bidder submitting the competitive bid which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and city officials or employees, as well as facts pertaining to the giving or offering of things of value to city personnel in return for special consideration in the letting of any contract pursuant to the bid to which this statement is attached. 2. (s)he is fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bid; and 3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:

- to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
- to any collusion with any city official or employee as to quantity, quality or price in the prospective contract, nor
- in any discussions between bidders and any city official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

Subscribed and sworn to before me this 15 day of August, 2024
Beverly R. White
 Notary My Commission Expires: 9-18-25



BUSINESS RELATION AFFIDAVIT

(This bid is invalid if BOTH Affidavits are not signed and notarized)

STATE OF Oklahoma, COUNTY OF Grady.

malisa Bramblett of lawful age, being first duly sworn on oath, says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the nature of any relationship presently in effect or which existed within one (1) year prior to the date of this statement with the architect, engineer, or other party to the project is as follows:

Affiant further states that any such business relationship presently in effect or which existed within one (1) year prior to the date of this statement between any officer or director of the bidding company and any officer or director of the architectural or engineering firm or other party to the project is as follows:

none

Affiant further states that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms are as follows:

none

(If none of the business relationships herein above mentioned exist; Affiant should so state).

Subscribed and sworn to before me this 15 day of August, 2024
Beverly R. White
 Notary My Commission Expires: 9-18-25



SEALED BIDS: All sheets bid on and this form must be executed and submitted in a sealed envelope. (DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE). The face of the envelope shall contain, in addition to the mailing address, the words "SEALED BID" the date of the bid opening and the contract number. Bids submitted in Federal Express or other specialized delivery envelopes shall be enclosed in a separate envelope marked as indicated above. Bids not submitted in properly marked envelopes or on the attached bid form shall be rejected. In the case of "No Bid" the vendor shall return the "Invitation to Bid" with the "Reason for No Bid" properly filled in, to remain on the City of Chickasha's active vendor/contractor list

EXECUTION OF BID: Bid must contain an original signature of an authorized representative in the space provided. Bids must be typed or printed in ink. Use of erasable ink is not permitted. ALL CORRECTIONS MADE BY BIDDER TO HIS BID MUST BE INITIALED.

BID OPENING: It is bidder's responsibility to assure that his bid is delivered at the proper time and place of the bid opening. Bids which for any reason are not so delivered, will not be considered. Offers by telegram or telephone are not acceptable. NOTE: Bid files may be examined during normal working hours by appointment. Bid tabulations WILL NOT be provided by telephone.

MISTAKES: Bidders are expected to examine the specifications, delivery schedule, bid prices and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk. In case of mistake in extension, the unit price will govern.

INVOICING AND PAYMENT: The vendor shall be paid upon submission of proper certified invoices to the City of Chickasha at the prices stipulated on the contract. Invoices shall contain the contract number and purchase order number. Failure to follow these instructions may result in delay of processing invoices for payment.

WAIVER: City of Chickasha reserves the right to waive any general provision, special provision or minor specification deviation when considered to be in the best interest of the City of Chickasha. Any bid received by the awarding public agency or an officer or employee thereof, more than ninety-six (96) hours excluding Saturdays, Sundays and holidays before the time set for the opening of bids, or any bid so received after the time set for opening of bids, shall not be considered by the awarding public agency and shall be returned unopened to the bidder submitting same.

Bid Proposal

BID SCHEDULE				
ITEM NO.	DOCK NAME OR NUMBER	APPROXIMATE LATITUDE	APPROXIMATE LONGITUDE	BID PRICE
1	1	35.139786	-98.132153	\$ 5,230.00
2	2	35.139915	-98.132151	\$ 5,230.00
3	3	35.142150	-98.131931	\$ 5,230.00
4	City Dock	35.147142	-98.130901	\$ 5,240.00
5	4	35.147220	-98.129898	\$ 5,230.00
6	5	35.147378	-98.129611	\$ 5,230.00
7	6	-98.129337	-98.129337	\$ 5,230.00
8	7	35.147607	-98.129147	\$ 5,230.00
9	8	35.147642	-98.129039	\$ 5,230.00
10	9	35.147713	-98.128887	\$ 5,230.00
11	10	35.147751	-98.128788	\$ 5,230.00
12	11	35.147990	-98.128314	\$ 5,230.00
13	12	35.148041	-98.128206	\$ 5,230.00
TOTAL BID (NUMBERS)				\$
TOTAL BID (WORDS)				Sixty-eight thousand + zero dollars

ONLY ONE CONTRACT WILL BE AWARDED.

THE OWNER RESERVES THE RIGHT TO AWARD A CONTRACT FOR A PORTION OF
THE ITEMS LISTED OR ALL OF THE ITEMS LISTED.

I/We, the undersigned propose to provide, construct and install Lake Chickasha Dilapidated Dock Abatement, in Caddo County, Ok meeting or exceeding specifications as described herein:

Bidder: Washita Construction Renovation By: Malisa Bramblett President
Name of Company Signature & Title

Mailing Address: P O Box 707 Chickasha, OK 73023

405 224-7800 405 224-7844 malisa@washitaconstruction.com
Phone No Fax No Email

SUBSCRIBED AND SWORN TO BEFORE ME THIS 15 DAY OF Aug 2024.

MY COMMISSION EXPIRES:

9-18-25 Beverly L. White
NOTARY PUBLIC



Bid
Bond Number: _____

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That we, Washita Construction & Renovation, Inc. (hereinafter called Principal), as Principal, and Hudson Insurance Company, a corporation organized and existing under the laws of Delaware, (hereinafter called Surety) as Surety, are held and firmly bound unto City of Chickasha (hereinafter called Obligee) as Obligee, in the penal sum of Five percent (5 %) of amount bid not to exceed Four Thousand Dollars (\$ 4,000.00) for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That, whereas the Principal has submitted or is about to proposal to the Obligee on a contract for 2024 Lake Chickasha Dilapidated Dock Abatement

NOW, THEREFORE, if the said contract be awarded to the Principal and the Principal shall, within such time as may be specified, enter into the contract in writing, then this obligation shall be void. If the Principal shall fail to do so, then the undersigned shall pay the obligee the damages which the obligee may suffer by reason of such failure up to and not exceeding the penal sum of the bond.

Signed and sealed this 12th day of August, 2024.

Principal: Washita Construction & Renovation, Inc.

By: Melina Bramblett President

Surety: Hudson Insurance Company

By: David Faust

David Faust, Attorney-In-Fact





Bond Number: **HA10106231**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

David Faust
of the State of **OK**

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of **Twenty Five Million Dollars (25,000,000.00)**.

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized, on this 2nd day of June, 2022 at New York, New York.



: seal)

Attest... Dina Daskalakis
Dina Daskalakis No. 01MU6067553
Corporate Secretary

HUDSON INSURANCE COMPANY

By... Michael P. Cifone
Michael P. Cifone
Senior Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK. SS.

On the 2nd day of June, 2022 before me personally came Michael P. Cifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order.

(Notarial Seal)



Ann M. Murphy
ANN M. MURPHY
Notary Public, State of New York
No. 01MU6067553
Qualified in Nassau County
Commission Expires December 10, 2025

CERTIFICATION

STATE OF NEW YORK
COUNTY OF NEW YORK. SS.

The undersigned **Dina Daskalakis** hereby certifies:

That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOLVED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Corporation this 12 day of Aug, 2024



seal)



By... Dina Daskalakis
Dina Daskalakis, Corporate Secretary

INVITATION TO BID

MAIL SEALED BIDS TO:		PERSONAL OR COMMON CARRIER DELIVERY	
CHICKASHA CITY CLERK		CHICKASHA CITY CLERK	
117 NORTH 4TH STREET		117 NORTH 4TH STREET	
CHICKASHA, OKLAHOMA 73018		CHICKASHA, OKLAHOMA 73018	

DATE BID TYPED: 7/16/2024	BID NO. COC-2401	TITLE: Lake Chickasha Dilapidated Dock Abatement	
NO BIDS WILL BE ACCEPTED AFTER: August 16, 2024 @ 1:30 p.m.		CONTRACT PERIOD	
VENDORS NAME: Brandon Weeks DBA Weeks Farms, LLC		REASON FOR NO BID:	
MAILING ADDRESS: PO Box 42			
CITY: Seiling	STATE: OK	ZIP: 73663	TERMS:
AREA CODE: 580	TELEPHONE NO. 922-0565	FAX NO.	DELIVERY:
E-MAIL ADDRESS: brandonweeksfarms@gmail.com		FEDERAL EMPLOYER IDENTIFICATION NO. OR SOCIAL SECURITY NO. 46-4515466	

NON-COLLUSION AFFIDAVIT

(This bid is invalid if BOTH Affidavits are not signed and notarized)

STATE OF Oklahoma, COUNTY OF Woodward
Brandon Weeks

of lawful age, being first duly sworn on oath, says that 1. (s)he is the duly authorized agent of the above bidder submitting the competitive bid which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and city officials or employees, as well as facts pertaining to the giving or offering of things of value to city personnel in return for special consideration in the letting of any contract pursuant to the bid to which this statement is attached. 2. (s)he is fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bid; and 3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:

- to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
- to any collusion with any city official or employee as to quantity, quality or price in the prospective contract, nor
- in any discussions between bidders and any city official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

Subscribed and sworn to before me this 14th day of August, 2024

Notary

My Commission Expires: 10-31-2024

Bidder

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

BUSINESS RELATION AFFIDAVIT

(This bid is invalid if BOTH Affidavits are not signed and notarized)

STATE OF Oklahoma, COUNTY OF Woodward
Brandon Weeks

of lawful age, being first duly sworn on oath, says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the nature of any relationship presently in effect or which existed within one (1) year prior to the date of this statement with the architect, engineer, or other party to the project is as follows:
 No business relationship exists

Affiant further states that any such business relationship presently in effect or which existed within one (1) year prior to the date of this statement between any officer or director of the bidding company and any officer or director of the architectural or engineering firm or other party to the project is as follows:
 No business relationship exists

Affiant further states that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms are as follows:
 No business relationship exists

(If none of the business relationships herein above mentioned exist; Affiant should so state).

Subscribed and sworn to before me this 14th day of August, 2024

Notary

My Commission Expires: 10-31-2024

Bidder

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

SEALED BIDS: All sheets bid on and this form must be executed and submitted in a sealed envelope. (DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE). The face of the envelope shall contain, in addition to the address, the words "SEALED BID" the date of the bid opening and the contract number. Bids submitted in Federal Express or other specialized delivery envelopes shall be enclosed in a separate envelope marked "SEALED BID" and submitted in properly marked envelopes or on the attached bid form shall be rejected. In the case of "No Bid" the vendor shall return the "Invitation to Bid" with the "Reason for No Bid" properly filled in, to the City of Chickasha's active vendor/contractor list

EXECUTION OF BID: Bid must contain an original signature of an authorized representative in the space provided. Bids must be typed or printed in ink. Use of erasable ink is not permitted. ALL CORRECTIONS MADE BY BIDDER HIS BID MUST BE INITIALED.

BID OPENING: It is bidder's responsibility to assure that his bid is delivered at the proper time and place of the bid opening. Bids which for any reason are not so delivered, will not be considered. Offers by U.S. Mail or by phone are not acceptable. NOTE: Bid files may be examined during normal working hours by appointment. Bid tabulations WILL NOT be provided by telephone.
MISTAKES: Bidders are expected to examine the specifications, delivery schedule, bid prices and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk. In the case of mistake or extension the bid price will govern.

INVOICING AND PAYMENT: The vendor shall be paid upon submission of proper certified invoices to the City of Chickasha at the prices stipulated on the contract. Invoices shall contain the contract number and purchase order number. Failure to follow these instructions may result in delay of processing invoices for payment.

WAIVER: City of Chickasha reserves the right to waive any general provision, special provision or minor specification deviation when considered to be in the best interest of the City of Chickasha. Any bid received by the awarding public agency or an officer or employee thereof, more than ninety-six (96) hours excluding Saturdays, Sundays and holidays before the time set for the opening of bids, or any bid so received after the time set for opening of bids, shall not be considered by the awarding public agency and shall be returned unopened to the bidder submitting same.

Bid Proposal

BID SCHEDULE				
ITEM NO.	DOCK NAME OR NUMBER	APPROXIMATE LATITUDE	APPROXIMATE LONGITUDE	BID PRICE
1	1	35.139786	-98.132153	\$ 4,800.00
2	2	35.139915	-98.132151	\$ 4,800.00
3	3	35.142150	-98.131931	\$ 4,800.00
4	City Dock	35.147142	-98.130901	\$ 6,400.00
5	4	35.147220	-98.129898	\$ 4,800.00
6	5	35.147378	-98.129611	\$ 4,800.00
7	6	-98.129337	-98.129337	\$ 4,800.00
8	7	35.147607	-98.129147	\$ 4,800.00
9	8	35.147642	-98.129039	\$ 4,800.00
10	9	35.147713	-98.128887	\$ 4,800.00
11	10	35.147751	-98.128788	\$ 4,800.00
12	11	35.147990	-98.128314	\$ 4,800.00
13	12	35.148041	-98.128206	\$ 4,800.00
TOTAL BID (NUMBERS)				\$ 64,000.00
TOTAL BID (WORDS) Sixty four thousand and zero cents.				

ONLY ONE CONTRACT WILL BE AWARDED.

THE OWNER RESERVES THE RIGHT TO AWARD A CONTRACT FOR A PORTION OF
THE ITEMS LISTED OR ALL OF THE ITEMS LISTED.

I/We, the undersigned propose to provide, construct and install Lake Chickasha Dilapidated Dock Abatement, in Caddo County, Ok meeting or exceeding specifications as described herein:

Bidder: Brandon Weeks DBA Weeks Farms, LLC
Name of Company

By: Brandon Weeks, Owner
Signature & Title

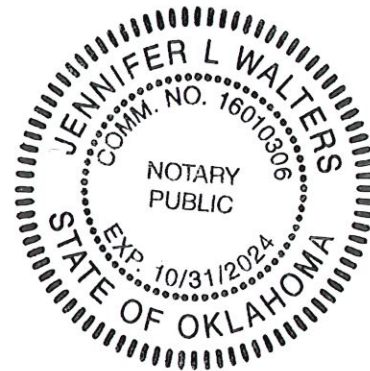
Mailing Address: PO Box 42 Seiling OK 73663

580-922-0565 brandonweeksfarms@gmail.com
Phone No Fax No Email

SUBSCRIBED AND SWORN TO BEFORE ME THIS 14th DAY OF August 2024.

MY COMMISSION EXPIRES:

10-31-2024 Jennifer L Walters
NOTARY PUBLIC





WEEKFAR-01

ORAMEY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/14/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Rick Phillips Insurance, LLC 1222 10th Street, Suite 101N Woodward, OK 73801	CONTACT NAME:	
	PHONE (A/C, No, Ext): (580) 254-2797	FAX (A/C, No):
INSURED WEEKS FARMS LLC PO Box 42 Seiling, OK 73663	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: BITCO General Insurance Corporation	
	INSURER B: CompSource Mutual Insurance Company	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		
NAIC #		
20095		
36188		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X		CLP 3 734 536 H	10/21/2023	10/21/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	X		CAP 3 734 543 H	10/21/2023	10/21/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	☐ UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A	03009196 23 1	12/1/2023	12/1/2024	PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

General Liability and Commercial Auto:

Blanket Additional Insured and Blanket Waiver of Subrogation

certificate holder is an additional insured on the liability policies when required by a written contract

CERTIFICATE HOLDER

CANCELLATION

City of Chickasha
117 North 4th Street
Chickasha, OK 73018

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

INVITATION TO BID

MAIL SEALED BIDS TO:		PERSONAL OR COMMON CARRIER DELIVERY	
CHICKASHA CITY CLERK		CHICKASHA CITY CLERK	
117 NORTH 4TH STREET		117 NORTH 4TH STREET	
CHICKASHA, OKLAHOMA 73018		CHICKASHA, OKLAHOMA 73018	

DATE BID TYPED: 7/16/2024	BID NO. COC-2401	TITLE: Lake Chickasha Dilapidated Dock Abatement	
NO BIDS WILL BE ACCEPTED AFTER: August 16, 2024 @ 1:30 p.m.		CONTRACT PERIOD	
VENDORS NAME: M&M Wrecking		REASON FOR NO BID:	
MAILING ADDRESS: 860 S County Line Rd			
CITY: Blanchard	STATE: OK	ZIP: 73010	TERMS: Upon Completion
AREA CODE: 405	TELEPHONE NO. 620-6131	FAX NO.	DELIVERY: Completion By December 1, 2024
E-MAIL ADDRESS: kyle.mason@mmwrecking.com		FEDERAL EMPLOYER IDENTIFICATION NO. OR SOCIAL SECURITY NO. 73-1443272	

NON-COLLUSION AFFIDAVIT

(This bid is invalid if BOTH Affidavits are not signed and notarized)

STATE OF Oklahoma, COUNTY OF Grady,

Kyle Mason

of lawful age, being first duly sworn on oath, says that 1. (s)he is the duly authorized agent of the above bidder submitting the competitive bid which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and city officials or employees, as well as facts pertaining to the giving or offering of things of value to city personnel in return for special consideration in the letting of any contract pursuant to the bid to which this statement is attached. 2. (s)he is fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bid; and 3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:

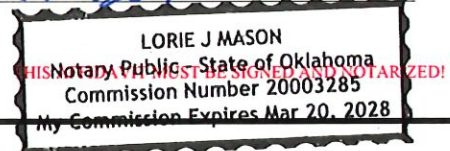
- a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
- b. to any collusion with any city official or employee as to quantity, quality or price in the prospective contract, nor
- c. in any discussions between bidders and any city official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

Subscribed and sworn to before me this 16 day of August, 20 24

Notary

My Commission Expires: 03.20.28

Bidder



BUSINESS RELATION AFFIDAVIT

(This bid is invalid if BOTH Affidavits are not signed and notarized)

STATE OF Oklahoma, COUNTY OF Grady,

Kyle Mason

of lawful age, being first duly sworn on oath, says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the nature of any relationship presently in effect or which existed within one (1) year prior to the date of this statement with the architect, engineer, or other party to the project is as follows:

None

Affiant further states that any such business relationship presently in effect or which existed within one (1) year prior to the date of this statement between any officer or director of the bidding company and any officer or director of the architectural or engineering firm or other party to the project is as follows:

None

Affiant further states that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms are as follows:

None

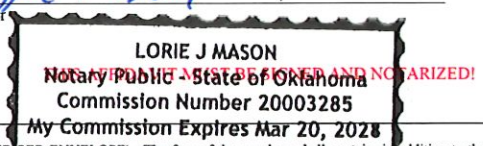
(If none of the business relationships herein above mentioned exist; Affiant should so state).

Subscribed and sworn to before me this 16 day of August, 20 24

Notary

My Commission Expires: 03.20.28

Bidder



SEALED BIDS: All sheets bid on and this form must be executed and submitted in a sealed envelope. (DO NOT INCLUDE MORE THAN ONE BIDDER ENVELOPE). The face of the envelope shall contain, in addition to the mailing address, the words "SEALED BID" the date of the bid opening and the contract number. Bids submitted in Federal Express or other specialized delivery envelopes shall be enclosed in a separate envelope marked as indicated above. Bids not submitted in properly marked envelopes or on the attached bid form shall be rejected. In the case of "No Bid" the vendor shall return the "Invitation to Bid" with the "Reason for No Bid" properly filled in, to remain on the City of Chickasha's active vendor/contractor list.

EXECUTION OF BID: Bid must contain an original signature of an authorized representative in the space provided. Bids must be typed or printed in ink. Use of erasable ink is not permitted. ALL CORRECTIONS MADE BY BIDDER TO HIS BID MUST BE INITIALED.

BID OPENING: It is bidder's responsibility to assure that his bid is delivered at the proper time and place of the bid opening. Bids which for any reason are not so delivered, will not be considered. Offers by telegram or telephone are not acceptable. **NOTE:** Bid files may be examined during normal working hours by appointment. Bid tabulations WILL NOT be provided by telephone.

MISTAKES: Bidders are expected to examine the specifications, delivery schedule, bid prices and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk. In case of mistake in extension, the unit price will govern.

INVOICING AND PAYMENT: The vendor shall be paid upon submission of proper certified invoices to the City of Chickasha at the prices stipulated on the contract. Invoices shall contain the contract number and purchase order number. Failure to follow these instructions may result in delay of processing invoices for payment.

WAIVER: City of Chickasha reserves the right to waive any general provision, special provision or minor specification deviation when considered to be in the best interest of the City of Chickasha. Any bid received by the awarding public agency or an officer or employee thereof, more than ninety-six (96) hours excluding Saturdays, Sundays and holidays before the time set for the opening of bids, or any bid so received after the time set for opening of bids, shall not be considered by the awarding public agency and shall be returned unopened to the bidder submitting same.

Bid Proposal

BID SCHEDULE				
ITEM NO.	DOCK NAME OR NUMBER	APPROXIMATE LATITUDE	APPROXIMATE LONGITUDE	BID PRICE
1	1	35.139786	-98.132153	\$ 5,000.00
2	2	35.139915	-98.132151	\$ 3,500.00
3	3	35.142150	-98.131931	\$ 7,500.00
4	City Dock	35.147142	-98.130901	\$ 10,500.00
5	4	35.147220	-98.129898	\$ 4,500.00
6	5	35.147378	-98.129611	\$ 8,000.00
7	6	-98.129337	-98.129337	\$ 5,250.00
8	7	35.147607	-98.129147	\$ 1,000.00
9	8	35.147642	-98.129039	\$ 11,500.00
10	9	35.147713	-98.128887	\$ 3,000.00
11	10	35.147751	-98.128788	\$ 9,500.00
12	11	35.147990	-98.128314	\$ 6,000.00
13	12	35.148041	-98.128206	\$ 1,500.00
TOTAL BID (NUMBERS)				\$ 76,750.00
TOTAL BID (WORDS) Seventy Six Thousand Seven Hundred Fifty Dollars And No/100				
INDIVIDUAL BID PRICES ARE ONLY VALID IF 6 OR MORE DOCKS ARE AWARDED				

ONLY ONE CONTRACT WILL BE AWARDED.

THE OWNER RESERVES THE RIGHT TO AWARD A CONTRACT FOR A PORTION OF THE ITEMS LISTED OR ALL OF THE ITEMS LISTED.

INVITATION TO BID

MAIL SEALED BIDS TO:		PERSONAL OR COMMON CARRIER DELIVERY	
CHICKASHA CITY CLERK		CHICKASHA CITY CLERK	
117 NORTH 4TH STREET		117 NORTH 4TH STREET	
CHICKASHA, OKLAHOMA 73018		CHICKASHA, OKLAHOMA 73018	

DATE BID TYPED: 7/16/2024	BID NO: COC-2401	TITLE: Lake Chickasha Dilapidated Dock Abatement
NO BIDS WILL BE ACCEPTED AFTER: August 16, 2024 @ 1:30 p.m.		CONTRACT PERIOD
VENDOR'S NAME: K&M Dirt Services, LLC dba K&M Wrecking		REASON FOR NO BID: N/A
MAILING ADDRESS: PO BOX 891920		
CITY: OKC	STATE: OK	ZIP: 73189
AREA CODE: 405	TELEPHONE NO: 691-5100	FAX NO: 405-691-5996
E-MAIL ADDRESS: calin@kmwrecking.org		TERMS: Net 30 days
		DELIVERY: ASAP
		FEDERAL EMPLOYER IDENTIFICATION NO. OR SOCIAL SECURITY NO: 27-0551704

NON-COLLUSION AFFIDAVIT

(This bid is invalid if BOTH Affidavits are not signed and notarized)

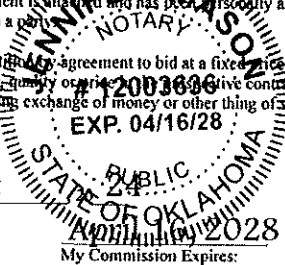
STATE OF Oklahoma, COUNTY OF Cleveland

Calin Conley of lawful age, being first duly sworn on oath, says that 1. (s)he is the duly authorized agent of the above bidder submitting the competitive bid which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and city officials or employees, as well as facts pertaining to the giving or offering of things of value to city personnel in return for special consideration in the letting of any contract pursuant to the bid to which this statement is attached. 2. (s)he is fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bid; and 3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party to any collusion among bidders in restraint of freedom of competition, or to refrain from bidding.

- a. to any collusion among bidders in restraint of freedom of competition, or to refrain from bidding,
- b. to any collusion with any city official or employee as to quantity, quality or price of any contract pursuant to the bid to which this statement is attached, nor
- c. in any discussions between bidders and any city official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

Subscribed and sworn to before me this 14th day of August

Jennifer Mason
Notary



Bidder

Comm # 12003636 THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED!

BUSINESS RELATION AFFIDAVIT

(This bid is invalid if BOTH Affidavits are not signed and notarized)

STATE OF Oklahoma, COUNTY OF Cleveland

Calin Conley of lawful age, being first duly sworn on oath, says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the nature of any relationship presently in effect or which existed within one (1) year prior to the date of this statement with the architect, engineer, or other party to the project is as follows:
None

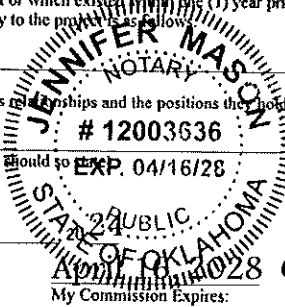
Affiant further states that any such business relationship presently in effect or which existed within one (1) year prior to the date of this statement between any officer or director of the bidding company and any officer or director of the architectural or engineering firm or other party to the project is as follows:
None

Affiant further states that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms are as follows:
None

(If none of the business relationships herein above mentioned exist; Affiant should so state.)

Subscribed and sworn to before me this 14th day of August

Jennifer Mason
Notary



Bidder

Comm # 12003636 THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED!

SEALED BIDS: All sheets bid on and this form must be executed and submitted in a sealed envelope. (DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE). The face of the envelope shall contain, in addition to the mailing address, the words "SEALED BID" the date of the bid opening and the contract number. Bids submitted in Federal Express or other specialized delivery envelopes shall be enclosed in a separate envelope marked as indicated above. Bids not submitted in properly marked envelopes or on the attached bid form shall be rejected. In the case of "No Bid" the vendor shall return the "Invitation to Bid" with the "Reason for No Bid" properly filled in, to remain on the City of Chickasha's active vendor/contractor list.

EXECUTION OF BID: Bid must contain an original signature of an authorized representative in the space provided. Bids must be typed or printed in ink. Use of erasable ink is not permitted. ALL CORRECTIONS MADE BY BIDDER TO HIS BID MUST BE INITIALED.

BID OPENING: It is bidder's responsibility to assure that his bid is delivered at the proper time and place of the bid opening. Bids which for any reason are not so delivered, will not be considered. Offers by telegram or telephone are not acceptable. NOTE: Bid files may be examined during normal working hours by appointment. Bid tabulations WILL NOT be provided by telephone. MISTAKES: Bidders are expected to examine the specifications, delivery schedule, bid prices and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk. In case of mistake in extension, the unit price will govern.

INVOICING AND PAYMENT: The vendor shall be paid upon submission of proper certified invoices to the City of Chickasha at the prices stipulated on the contract. Invoices shall contain the contract number and purchase order number. Failure to follow these instructions may result in delay of processing invoices for payment.

WAIVER: City of Chickasha reserves the right to waive any general provision, special provision or minor specification deviation when considered to be in the best interest of the City of Chickasha. Any bid received by the awarding public agency or an officer or employee thereof, more than ninety-six (96) hours excluding Saturdays, Sundays and holidays before the time set for the opening of bids, or any bid so received after the time set for opening of bids, shall not be considered by the awarding public agency and shall be returned unopened to the bidder submitting same.

Bid Proposal

BID SCHEDULE				
ITEM NO.	DOCK NAME OR NUMBER	APPROXIMATE LATITUDE	APPROXIMATE LONGITUDE	BID PRICE
1	1	35.139786	-98.132153	\$ 9,900.00
2	2	35.139915	-98.132151	\$ 4,950.00
3	3	35.142150	-98.131931	\$ 9,900.00
4	City Dock	35.147142	-98.130901	\$ 9,900.00
5	4	35.147220	-98.129898	\$ 4,950.00
6	5	35.147378	-98.129611	\$ 4,950.00
7	6	-98.129337	-98.129337	\$ 4,950.00
8	7	35.147607	-98.129147	\$ 9,900.00
9	8	35.147642	-98.129039	\$ 4,950.00
10	9	35.147713	-98.128887	\$ 9,900.00
11	10	35.147751	-98.128788	4,950.00
12	11	35.147990	-98.128314	\$ 4,950.00
13	12	35.148041	-98.128206	4,950.00
TOTAL BID (NUMBERS)				\$ 89,100.00
TOTAL BID (WORDS)				
Eighty Nine Thousand One Hundred and no/100				

ONLY ONE CONTRACT WILL BE AWARDED.

THE OWNER RESERVES THE RIGHT TO AWARD A CONTRACT FOR A PORTION OF THE ITEMS LISTED OR ALL OF THE ITEMS LISTED.

I/We, the undersigned propose to provide, construct and install Lake Chickasha Dilapidated Dock Abatement, in Caddo County, Ok meeting or exceeding specifications as described herein:

Bidder: K&M Dirt Services, LLC dba K&M Wrecking By: [Signature] Proj. Manager
Name of Company *Signature & Title*

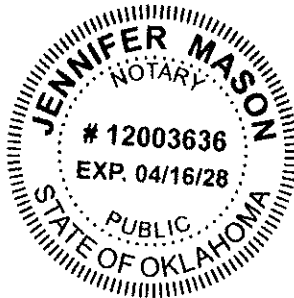
Mailing Address: PO BOX 891920 OKC, OK 73189

405-691-5100 405-691-5996 calin@kmwrecking.org
Phone No Fax No Email

SUBSCRIBED AND SWORN TO BEFORE ME THIS 14th DAY OF August 20 24.

MY COMMISSION EXPIRES:

April 16, 2028 Comm # 12003636 Jennifer Mason
NOTARY PUBLIC



CHICKASHA

Meeting Type: Council Agenda 9-3-2024

Meeting Date: 9/3/2024

Department: Community Development

Agenda Item No. 6.g.

AGENDA ITEM: Discussion, consideration, and possible action to authorize the City Manager to negotiate a contract with Meshek and Associates for the RFQ COC-2404 Chickasha Flood Mitigation Initiative.

I. BACKGROUND/DESCRIPTION:

1. **Project Overview:** The City of Chickasha is initiating a Flood Mitigation Project as a follow-up to our 2021 drainage study. This project aims to address recurring flooding issues and improve our city's resilience to extreme weather events. Our primary goal is to secure federal funding through FEMA's Building Resilient Infrastructure and Communities (BRIC) grant program, which could potentially cover the majority of the project costs.
2. **Request for Qualifications (RFQ):** We issued RFQ COC-2404 on July 16, 2024, seeking a qualified firm to assist us in securing BRIC grant funding and to provide Professional Consulting, Planning, Design, and Construction Administration Services for the Chickasha Flood Mitigation Project.
3. **RFQ Process:**
 - July 23, 2024: Notice of Intent forms due from interested firms
 - July 29, 2024: Written Statements of Qualifications due
 - July 31, 2024: Selection Team established a short list of qualified firms
 - August 9, 2024: Proposals from short-listed firms due
 - Week of August 20, 2024: Interviews conducted with short-listed firms
4. **Firms Considered:** Three reputable firms responded to our RFQ and were short-listed:
 - Freese and Nichols
 - SRB
 - Meshek and Associates

5. Selection Process:

- We conducted thorough interviews with each of the three short-listed firms.
- A panel of seven members evaluated each firm using a standardized rubric.
- The evaluation was based on the written Statement of Qualifications & interviews.
- Criteria included project team qualifications, project understanding, approach, similar project experience, capacity to provide services, and familiarity with Chickasha's flooding history.

6. Evaluation Results: After careful consideration, the panel ranked the firms as follows:

1. Meshek and Associates
2. SRB
3. Freese and Nichols

7. Recommendation: Based on the evaluation results, we recommend entering into negotiations with Meshek and Associates for the Chickasha Flood Mitigation Project. Meshek demonstrated exceptional understanding of our local challenges, presented innovative solutions, and showcased relevant experience in similar projects. Most importantly, they are the only firm to have successfully secured a BRIC grant in the state of Oklahoma, a highly competitive achievement. Additionally, they have a strong track record in securing other types of grants and have informed us of additional grant opportunities that could further minimize the city's financial burden.

8. Next Steps and Timeline:

- September 3, 2024: Seek Council approval to initiate negotiations with Meshek and Associates.
- September 30, 2024: Seek Council approval of the negotiated contract.
- October 2024 - July 2025: Work with Meshek to develop BRIC grant application and identify other funding opportunities.
- August/September 2025: Submit Notice of Intent to FEMA
- November/December 2025: Submit Full Application to FEMA

9. Funding Strategy: Our primary objective is to secure external funding for this project, minimizing the financial impact on our citizens. Here's our approach:

- Focus on securing FEMA BRIC grant funding, which could potentially cover up to 75% of the project costs
- Pursue additional state and federal grants identified by Meshek
- Explore innovative funding solutions and partnerships
- Use local funds only as a last resort or for minimal matching requirements

We believe this approach, coupled with Meshek's expertise, will position Chickasha's Flood Mitigation Project for the best possible outcome. By focusing on grant funding, we aim to address our flooding issues while minimizing the financial burden on our community.

II. RECOMMENDED ACTION:

Authorize the City Manager to negotiate a contract with Meshek and Associates for the RFQ

COC-2404 Chickasha Flood Mitigation Initiative.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Edward Perez, Emergency Management Director	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: September 3, 2024	(From)		

V. ATTACHMENTS:

CHICKASHA

Meeting Type: Council Agenda 9-3-2024

Meeting Date: 9/3/2024

Department: Administration

Agenda Item No. 6.h.

AGENDA ITEM: Discussion, consideration and possible action to approve Ordinance No. 2024-05: an Ordinance of the City of Chickasha, Oklahoma (the “City”) approving utilization of apportioned tax revenues authorized by statewide vote adopting Article 10, Section 6C of the Oklahoma Constitution and implemented by the Local Development Act, 62 O.S. §850, et seq.; approving and adopting the Gateway to Chickasha Economic Development Project Plan and expressing intent to carry out the Project Plan; ratifying and confirming the actions, recommendations and findings of the Review Committee and the Planning Commission; designating and adopting two distinct increment district boundaries and the project area boundaries; deferring the naming and establishing the date for the creation of the increment districts; adopting certain findings; reserving to the City the authority to make minor amendments to the Project Plan; authorizing the City Council of the City to carry out and administer the Project Plan; establishing a tax apportionment fund; authorizing directions for prospective apportionment of tax increments; establishing an allocation of use for tax increments; declaring apportionment funds to be funds of the City and limiting the pledge of apportioned increments to increments actually apportioned by the City; authorizing the City Council of the City, or a public trust designated thereby, to implement the Project Plan utilizing apportioned tax increments to pay or reimburse project costs directly and/or to issue bonds or notes, if feasible and desirable, to pay project costs and to retire said bonds or notes from apportioned tax increments; establishing an effective date; providing for severability; and containing other provisions related thereto.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Approve Ordinance No. 2024-05 as presented.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:	Fund	Account	Amount
	(To)		

	FUND	ACCOUNT	AMOUNT
Meeting Date: September 3, 2024	(From)		

V. ATTACHMENTS:

1. ORD 2024-05 TIF #AB Ordinance 09-03-2024

PURSUANT TO THE LEGAL NOTICE AS IS REQUIRED BY THE OKLAHOMA OPEN MEETING ACT INCLUDING THE POSTING OF NOTICE AND AGENDA AS IS REQUIRED BY THE TERMS THEREOF, THE CITY COUNCIL OF THE CITY OF CHICKASHA, OKLAHOMA, MET IN REGULAR SESSION ON THE 3RD DAY OF SEPTEMBER, 2024, AT 6:30 O'CLOCK P.M.

PRESENT:

ABSENT:

(OTHER PROCEEDINGS)

Thereupon, the following Ordinance was introduced and caused to be read by Title by the City Clerk. Councilmember _____ moved passage of the Ordinance and Councilmember _____ seconded the motion. The motion carrying with it the approval of said Ordinance was approved by the following vote:

AYE:

NAY:

The Ordinance so approved is as follows:

[Ordinance No. 2024-05 begins on following page]

ORDINANCE NO. 2024-05

AN ORDINANCE OF THE CITY OF CHICKASHA, OKLAHOMA (THE “CITY”) APPROVING UTILIZATION OF APPORTIONED TAX REVENUES AUTHORIZED BY STATEWIDE VOTE ADOPTING ARTICLE 10, SECTION 6C OF THE OKLAHOMA CONSTITUTION AND IMPLEMENTED BY THE LOCAL DEVELOPMENT ACT, 62 O.S. §850, ET SEQ.; APPROVING AND ADOPTING THE GATEWAY TO CHICKASHA ECONOMIC DEVELOPMENT PROJECT PLAN AND EXPRESSING INTENT TO CARRY OUT THE PROJECT PLAN; RATIFYING AND CONFIRMING THE ACTIONS, RECOMMENDATIONS AND FINDINGS OF THE REVIEW COMMITTEE AND THE PLANNING COMMISSION; DESIGNATING AND ADOPTING TWO DISTINCT INCREMENT DISTRICT BOUNDARIES AND THE PROJECT AREA BOUNDARIES; DEFERRING THE NAMING AND ESTABLISHING THE DATE FOR THE CREATION OF THE INCREMENT DISTRICTS; ADOPTING CERTAIN FINDINGS; RESERVING TO THE CITY THE AUTHORITY TO MAKE MINOR AMENDMENTS TO THE PROJECT PLAN; AUTHORIZING THE CITY COUNCIL OF THE CITY TO CARRY OUT AND ADMINISTER THE PROJECT PLAN; ESTABLISHING A TAX APPORTIONMENT FUND; AUTHORIZING DIRECTIONS FOR PROSPECTIVE APPORTIONMENT OF TAX INCREMENTS; ESTABLISHING AN ALLOCATION OF USE FOR TAX INCREMENTS; DECLARING APPORTIONMENT FUNDS TO BE FUNDS OF THE CITY AND LIMITING THE PLEDGE OF APPORTIONED INCREMENTS TO INCREMENTS ACTUALLY APPORTIONED BY THE CITY; AUTHORIZING THE CITY COUNCIL OF THE CITY, OR A PUBLIC TRUST DESIGNATED THEREBY, TO IMPLEMENT THE PROJECT PLAN UTILIZING APPORTIONED TAX INCREMENTS TO PAY OR REIMBURSE PROJECT COSTS DIRECTLY AND/OR TO ISSUE BONDS OR NOTES, IF FEASIBLE AND DESIRABLE, TO PAY PROJECT COSTS AND TO RETIRE SAID BONDS OR NOTES FROM APPORTIONED TAX INCREMENTS; ESTABLISHING AN EFFECTIVE DATE; PROVIDING FOR SEVERABILITY; AND CONTAINING OTHER PROVISIONS RELATED THERETO.

WHEREAS, by statewide vote, the people of the State of Oklahoma adopted Article 10, §6C as an amendment to the Constitution of the State of Oklahoma to allow the Legislature to authorize cities, towns and counties to use local taxes for specific public investments, for assistance in development financing and as a revenue source for other public entities in the area, and to direct the apportionment of local taxes to plan, finance and carry out development of areas determined by the governing body of the city, town or county to be unproductive, undeveloped, underdeveloped or blighted; and

WHEREAS, the Legislature has enacted the Local Development Act, 62 Okla. Stat. §850, *et seq.* (the “Local Development Act”), for purpose of furthering the provisions of Article 10, §6C of the Oklahoma Constitution; and

WHEREAS, the Gateway to Chickasha Economic Development Project Plan (the “Project Plan”) supports the achievement of the economic development objectives of the City of Chickasha, Oklahoma (the “City”) in accordance with previously approved strategies and plans to incentivize capital investment in facilities to serve as a catalyst for expanding employment in the area, attract major investment in the area, preserve and enhance the tax base and make possible investment, development, and economic growth that would be difficult or impossible without the project and the apportionment of ad valorem, sales and use, and hotel taxes from within the Increment Districts; and

WHEREAS, the Project Plan calls for the creation of two separate Increment Districts, preliminarily entitled Increment District “A” (Downtown Chickasha Project), and Increment District “B” (Highway 62 Corridor Project) (collectively referred to herein as an “Increment District” or the “Increment Districts”); and

WHEREAS, the Planning Commission of the City (the “Planning Commission”) has adopted its Resolution (attached hereto as Exhibit “D”) declaring that the Project Plan is in compliance with the Comprehensive Plan of the City and recommending the approval of the Project Plan to the City Council of the City; and

WHEREAS, the Tax Increment District Review Committee (the “Review Committee”), comprised of individuals representing each of the taxing jurisdictions in which the proposed increment districts are located, as well as the public at large, has considered the financial impacts of the proposed Project Plan on each such taxing jurisdiction and has found that the proposed project will have a positive financial impact on the affected taxing entities and existing business activities within the Increment Districts; and

WHEREAS, the affected taxing entities comprising the Review Committee include the City; Grady County, Oklahoma (the “County”); Grady County Health Department; Chickasha Independent School District No. 1 of Grady County (the “School District”); Canadian Valley Technology Center Vo-Tech District No. 6; and Grady County EMS; and

WHEREAS, the Review Committee has reviewed the proposed Increment Districts in accordance with the criteria specified in the Local Development Act, and has found that the proposed Increment Districts are unproductive, undeveloped, and/or underdeveloped within the meaning of Article 10, §6C of the Oklahoma Constitution and the Local Development Act, and are located within a reinvestment area (as defined in Section 853(17) of the Act) and is therefore eligible for assistance under the Local Development Act; further, that the area comprising Increment District “A” and Increment District “B” are each contained within a designated enterprise zone and therefore constitutes an enterprise area (as defined in Section 853(5) of the Act) and is therefore eligible for assistance under the Local Development Act; and

WHEREAS, the Review Committee has found that approval of the Project Plan is appropriate and has recommended its approval to the City Council of the City, evidenced by its Resolution (attached hereto as Exhibit “E”); and

WHEREAS, tax apportionment financing is a necessary component in generating economic development in the proposed project area and the Increment Districts; and

WHEREAS, investment, development and economic growth will be difficult within the proposed project area and proposed Increment Districts, but possible if the Project Plan is adopted; and

WHEREAS, the Project Plan will use the tools provided by the Local Development Act only in an area where investment, development and economic growth would not otherwise occur, and

WHEREAS, the Project Plan provides tools that will supplement and not supplant or replace nominal public functions and services; and

WHEREAS, the establishment of the Increment Districts will be used in conjunction with existing programs and other locally implemented economic development efforts in order to encourage economic development in the proposed project area; and

WHEREAS, the boundaries of the Increment Districts do not dissect any similar area or create an unfair competitive advantage; and

WHEREAS, the City Council of the City recognizes the need for residential and neighborhood treatment as well as commercial/industrial development; and

WHEREAS, maximum effort has been made to allow full public knowledge and participation in the application of the Local Development Act in the review and approval of the Project Plan, including creation of the Increment Districts; and

WHEREAS, all required notices have been given and all required hearings have been held in connection with the proposed Project Plan, as prescribed in the Local Development Act, the Oklahoma Open Meeting Act, 25 Okla. Stat. §301 *et seq.*, and other applicable law; and

WHEREAS, implementation of the Project Plan will be facilitated by designation of a public trust with the City as its beneficiary (referred to herein as the “Authority”), to assist the City in carrying out and administering the Project Plan and exercising all powers necessary thereto except those powers reserved by the City herein; and

WHEREAS, implementation of the Project Plan will be facilitated by reserving to the City the authority to make minor amendments to the Project Plan, as provided in the Local Development Act; and

WHEREAS, implementation of the Project Plan will be facilitated by authorizing the Authority to pay or reimburse authorized Project Costs pursuant to Section IX of the Project Plan from apportioned tax increments, and/or issue its tax apportionment notes or bonds (referred to herein as the “TIF Bonds”) payable from apportioned tax increments; and

WHEREAS, it is in the best interests of the City and its citizens to approve the Project Plan, including the establishment of the Increment Districts.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICKASHA, OKLAHOMA:

Section 1. Utilization of Local Development Act. In order to undertake redevelopment of an undeveloped or underdeveloped area within the City, the City elects to utilize Article 10, §6C of the Constitution of the State of Oklahoma, adopted by statewide vote and implemented by the Local Development Act, which authorizes the use of local taxes for specific public investments, assistance in development financing and as a revenue source for other public entities in the area and which provides for the direction of apportionment of local taxes to plan, finance, and carry out development of unproductive, undeveloped, underdeveloped, or blighted areas as determined by the governing body of a city, town, or county.

Section 2. Project Plan Approval. The Project Plan is hereby approved and adopted as recommended by the Planning Commission and the Review Committee. As used in this Ordinance, “Gateway to Chickasha Economic Development Project Plan” or “Project Plan” shall mean the document entitled “Gateway to Chickasha Economic Development Project Plan” dated June 12, 2024, and attached hereto as Exhibit “A”. It is the intent of the City to carry out the Project Plan as provided by this Ordinance.

Section 3. Ratification of Actions. All actions, findings and recommendations made or taken in connection with the Project Plan by the Planning Commission and the Review Committee are hereby ratified and confirmed, including, but not limited to, the designation and selection of representatives to the Review Committee from the taxing jurisdictions and the public at large, recommendations for approval, and the findings of conformance with the Comprehensive Plan, eligibility of the Increment Districts and financial impact upon the taxing jurisdictions.

Section 4. Increment District Creation. There is hereby created two (2) Increment Districts. Each Increment District shall commence as of the date determined by the City Council of the City in accordance with Section 856(B)(2) of the Local Development Act (the “Commencement Date”); provided however, the Commencement Date shall not be later than ten (10) years following adoption of the Project Plan and this Ordinance. The City Council will evidence the Commencement Date, designation, and naming of each Increment District by adoption of its Resolution at such time as shall be determined by the City Council of the City.

Section 5. Increment District and Project Area Boundaries. The boundaries of the two separate Increment Districts encompass areas generally described as follows:

(a) Increment District “A” is associated with the Downtown Chickasha Project and comprises an area generally described as the downtown area of Chickasha, an area bordered on the north by Pennsylvania Avenue, on the east by the Union Pacific railway, on the south by Iowa Avenue, and on the west by 6th Street, all within the City of Chickasha, Oklahoma; and

(b) Increment District “B” is associated with the Highway 62 Corridor Project and comprises an area generally described as the Highway 62 Corridor, an area bordered on the north by the Chickasha municipal boundaries south of the Washita River, on the east by the municipal boundaries surrounding the H.E. Bailey Turnpike interchange, on the south by Tollbridge Road/Grand Avenue, and on the west by the Union Pacific railway, all within the City of Chickasha, Oklahoma.

The specific Increment District legal descriptions are hereby designated and adopted as described in Exhibit “B”. The boundaries of the Project Area (the area within which project activities will take place, including construction of the supporting public improvements) contain an area comprising all of Sections 20 through 23, 26 through 29, and Sections 32 through 35, Township 7 North, Range 7 West, Grady County, Oklahoma. The Project Area is bordered on the south by Grand Avenue, on the west by 29th Street, on the north by County Road 1340, and on the east by County Road 2860, and the specific Project Area legal description is hereby designated and adopted as described in Exhibit “C”.

Section 6. Findings. The City Council hereby finds that:

- (a) Increment District “A” and Increment District “B” are located within an enterprise area as defined by the Local Development Act;
- (b) The proposed improvements and incentives (as set forth in the Project Plan) within the Increment Districts are likely to enhance the value of other real property in the area and to promote the general public interest;
- (c) The guidelines of paragraphs 1 and 2 of Section 852 of the Local Development Act shall be followed;
- (d) The aggregate net assessed value of the taxable property in all increment districts within the City, as determined pursuant to Section 862 of the Local Development Act, does not exceed 35% of the total net assessed value of taxable property within the City;
- (e) The aggregate net assessed value of the taxable property in all increment districts within the City, as determined pursuant to Section 862 of the Local Development Act, does not exceed 25% of the total assessed net value of any affected school districts located within the City;
- (f) The land area of all increment districts within the City does not exceed 25% of the total land area of the City; and
- (g) The Project Plan is feasible and conforms to the Comprehensive Plan of the City, as amended; and
- (h) The approval of the Project Plan is likely to significantly benefit contiguous or nearby enterprise zone census tracts, and therefore shall be eligible for the state local government matching payment authorized pursuant to the Oklahoma Local Development and Enterprise Zone Incentive Leverage Act, 62 O.S. §840, *et seq.* (the “Leverage Act”), and the City is hereby authorized and directed to make application to the Oklahoma Department of Commerce pursuant to the Leverage Act.

Section 7. Right to Amend Project Plan. The City reserves to itself the authority to make minor amendments to the Project Plan in accordance with the definition provided in Section 858(D) of the Local Development Act. Notwithstanding the foregoing, the Review Committee may be reconvened at the direction of the City Council at any time following adoption of this Ordinance to consider and recommend any appropriate amendments to the Project Plan.

Section 8. City and Authority the Designated Public Entities. The City Council of the City is hereby designated and authorized as the public entity to carry out and administer the provisions of the Project Plan and to exercise all powers necessary or appropriate thereto, including, without limitation, those powers described in Section 854 of the Local Development Act. Upon designation by the City Council of the City, the Authority shall assist in carrying out and administering the provisions of the Project Plan and shall be authorized to exercise all powers necessary or appropriate thereto pursuant to Section 854 of the Local Development Act, except for approval of the Project Plan and those powers enumerated in paragraphs 1, 2, 3, 4, 7, 13, and 16 of that section, which powers shall be reserved to the City Council of the City.

Section 9. Tax Apportionment Fund. There is hereby created a fund called the “Gateway to Chickasha Increment District Tax Apportionment Fund”, which shall be comprised of two separate sub-accounts designated as “Increment District No. [] - Apportionment Fund” corresponding to the respective Increment District (collectively referred to herein as the “Apportionment Fund”), which fund will be held by and be the property of the City (except that such fund may also be held by the Authority or a trustee acting on behalf of the Authority). All monies apportioned pursuant to Section 10 shall be deposited in the respective sub-account of the Apportionment Fund. No portion of the TIF Revenues described in Section 10 and no portion of the Apportionment Fund shall constitute a part of the general fund of the City.

Section 10. Apportionment of Tax Increments.

(a) The apportionment of the Ad Valorem Increment Revenues, the Sales Tax Increment Revenues, the Hotel Tax Increment Revenues, and the Leverage Act Increment Revenues (each as defined herein, and collectively referred to as the “TIF Revenues”) shall continue for that period required for the payment of the Project Costs, or a period not to exceed twenty-five (25) full fiscal years following the respective Commencement Date (each referred to as the “Expiration Date”), whichever is less..

(b) The apportionment of the TIF Revenues pursuant to this section shall terminate upon the final payment of, or reimbursement for, all Project Costs incurred in connection with the projects listed in the Project Plan, and the payment of all outstanding principal, accrued interest, and premium due on the TIF Bonds; provided, however, that in no case shall the apportionment of revenues pursuant hereto extend beyond the Expiration Date.

(c) In the event that any portion of the principal of or interest on the TIF Bonds, issued in connection herewith, or any amount due and owing for payment or reimbursement under a development agreement entered into by the City, remains unpaid as of the Expiration Date, then the Increment District shall not terminate until the increment apportioned during the term of the Increment District is actually received by the Apportionment Fund, even if the receipt of such revenues occurs subsequent to the Expiration Date.

(d) *Ad Valorem Increment Revenues (TIF Revenues).* In accordance with the provisions of the Local Development Act, one hundred percent (100%) of the increments of real and personal property ad valorem taxes generated within the Increment District, in excess of the real and personal property ad valorem taxes generated from the base assessed value of the Increment District, as such increments are determined and defined pursuant to

the Local Development Act (collectively, the “Ad Valorem Increment Revenues”), are to be apportioned and set aside from all other ad valorem taxes levied within the Increment District, to be used exclusively for:

- (i) the payment of principal, interest and premium, if any, on any TIF Bonds issued pursuant to Section 863 of the Local Development Act (including pledging as security for such payments);
- (ii) the payment, if required, of amounts necessary to satisfy or replenish any reserve requirement established with respect to any TIF Bonds;
- (iii) the payment of Project Costs incurred in connection with the development, construction, or implementation of the TIF Projects;
- (iv) the reimbursement of a third party developer (pursuant to a development agreement with the City or the Authority), the City, or any agency thereof (including the Authority), which has paid Project Costs from funds which were not increments derived from the Increment District, but only to the extent that such sums were actually paid or, in the case of reimbursement of third party developer, constitute an interest component on sums that were actually paid; and
- (v) the establishment and payment of a specific revenue source for affected taxing entities pursuant to Sections 853(9), 853(14)(i), and 854(4) of the Local Development Act.

Pursuant to the Local Development Act, the Ad Valorem Increment Revenues (as determined annually by the Grady County Assessor) apportioned hereunder and so collected shall be placed into the Apportionment Fund. All Ad Valorem Increment Revenues so collected shall be apportioned as follows: (i) fifty percent (50.0%) of the Ad Valorem Increment Revenues shall be pledged as security for the payment of the TIF Bonds or otherwise used to pay (or reimburse the payment of) Project Costs authorized pursuant to Section IX of this Project Plan; and (ii) fifty percent (50.0%) of the Ad Valorem Increment Revenues shall be apportioned to the affecting taxing jurisdictions in proportion to the allocation that the taxing jurisdictions would ordinarily receive from the increased assessed values, in the absence of the Increment District (as set forth in Sections 853(9), 853(14)(i) and 854(4) of the Local Development Act; provided that any portion of the TIF Revenues allocated to the School District shall be for the purpose of providing a specific revenue source for capital expenditures (and any related financing costs) for the benefit of the School District.

(e) *Sales Tax Increment Revenues (TIF Revenues).* In accordance with the provisions of the Local Development Act, fifty percent (50%) of the incremental sales and use tax revenue (representing an amount equivalent to a two and one-eighths percent (2.125%) sales and use tax based on a total of 4.25% sales and use tax levied by the City as of the date of this Ordinance pursuant to Ordinance Nos. 827, 1137, 1671, and 2023-20, as codified in the Chickasha Code of Ordinances (the “Code of Ordinances”), as such Code of Ordinances may be amended, replaced, extended, superseded, terminated, or

otherwise modified from time to time, including with regards to the total amount of applicable City sales and use tax rate) generated within the Increment District, as such increments are determined and defined pursuant to the Local Development Act (collectively, the “Sales Tax Increment Revenues”), are to be apportioned and set aside from all other sales and use taxes levied within the Increment District; provided, however, the Sales Tax Increment Revenues shall be reduced by the amount of sales tax revenues generated by any existing businesses (currently located within the City, but outside the boundaries of the Increment District) that cease operations at their existing location and relocate to within the Increment District, but provided further, said reduction shall not be applied to any existing businesses that open an additional location within the Increment District for so long as all other existing location(s) remain open for business. Said amount of reduction (collectively, the “Transfer Adjustment”) shall be calculated based on the sales tax collections during the twelve month period prior to closing the previous location. The Sales Tax Increment Revenues are to be used exclusively for:

- (i) the payment of principal, interest and premium, if any, on any TIF Bonds issued pursuant to Section 863 of the Local Development Act (including pledging as security for such payments);
- (ii) the payment, if required, of amounts necessary to satisfy or replenish any reserve requirement established with respect to any TIF Bonds;
- (iii) the payment of Project Costs incurred in connection with the development, construction, or implementation of the TIF Projects; and
- (iv) the reimbursement of a third party developer (pursuant to a development agreement with the City or the Authority), including any interest component (pursuant to a development agreement with the City and/or the Authority), the City, or any agency thereof (including the Authority), which has paid Project Costs from funds which were not increments derived from the Increment District, but only to the extent that such sums were actually paid or, in the case of reimbursement of a third party developer, constitute an interest component on sums that were actually paid.

Provided, however, the remaining unapportioned incremental sales and use tax revenues derived from the Increment District, as of the date of this Ordinance representing the equivalent of 2.125% of the total 4.25% sales and use tax levied by the City, shall be retained by the City and utilized for any lawful purpose consistent with the aforementioned Code of Ordinances. For purposes of determining the incremental portion of the sales and use taxes generated within or sourced to the Increment District, the Mayor of the City shall certify as the “base sales tax amount” the annual sales taxes received by the City that were generated within the area comprising the Increment District during the calendar year immediately preceding the Commencement Date of the Increment District. Fifty percent (50%) of the sales and use tax generated within or sourced to the Increment District and received by the City which are in excess of such base amount, net of any Transfer Adjustment, shall be considered to be the “increment” subject to apportionment by this section. In addition to sales and use tax generated from retail sales, the Sales Tax Increment Revenues shall include sales and use tax generated from actual construction occurring

within the Increment District. The City shall establish procedures related to the calculation and determination of construction related sales and use tax revenue qualifying as Sales Tax Increment Revenues. Such procedures shall stipulate that construction related Sales Tax Increment Revenues be derived only from new construction activities occurring within the Increment District. The City shall be entitled to rely on certifications of actual construction costs provided by a third party developer(s) or related parties in connection with determining any applicable Sales Tax Increment Revenues.

Pursuant to the Local Development Act, the Sales Tax Increment Revenues apportioned hereunder and so collected shall be placed into the Apportionment Fund and shall be pledged as security for the payment of the TIF Bonds or otherwise used to pay (or reimburse the payment of) Project Costs authorized pursuant to Section IX of the Project Plan, including any interest component (pursuant to a development agreement with the City and/or the Authority).

(f) *Hotel Tax Increment Revenues (TIF Revenues).* In accordance with the provisions of the Local Development Act, fifty percent (50%) of the incremental hotel/motel tax revenues (representing an amount equivalent to a four percent (4.0%) hotel/motel tax based on a total of 8.0% hotel/motel tax levied by the City as of the date of this Ordinance pursuant to Chapter 48, Article VI, Section 48-146 *et seq.*, of the Code of Ordinances, as most recently amended by Ordinance No. 2016-02 adopted January 18, 2016 (the “Hotel Tax Ordinance”), as such Hotel Tax Ordinance may be amended, replaced, extended, superseded, terminated, or otherwise modified from time to time, including with regards to the total amount of applicable City hotel/motel tax rate) generated within the Increment District, as such increments are determined and defined pursuant to the Local Development Act (collectively, the “Hotel Tax Increment Revenues”) are to be apportioned and set aside from all other hotel/motel taxes levied within the Increment District; provided that all of the generated increment shall be pledged as security for the payment of the TIF Bonds or otherwise used to pay (or reimburse the payment of) Project Costs authorized pursuant to Section IX of the Project Plan. The Hotel Tax Increment Revenues are to be used exclusively for:

- (i) the payment of principal, interest and premium, if any, on any TIF Bonds issued pursuant to Section 863 of the Local Development Act (including pledging as security for such payments);
- (ii) the payment, if required, of amounts necessary to satisfy or replenish any reserve requirement established with respect to any TIF Bonds;
- (iii) the payment of Project Costs incurred in connection with the development, construction, or implementation of the TIF Projects; and
- (iv) the reimbursement of a third party developer (pursuant to a development agreement with the City or the Authority), including any interest component (pursuant to a development agreement with the City and/or the Authority), the City, or any agency thereof (including the Authority), which has paid Project Costs from funds which were not increments derived from the Increment District, but only to the

extent that such sums were actually paid or, in the case of reimbursement of a third party developer, constitute an interest component on sums that were actually paid.

Provided, however, the remaining unapportioned incremental hotel/motel tax revenues derived from the Increment District, as of the date of this Project Plan representing the equivalent of 4.0% of the total 8.0% hotel/motel tax levied by the City, shall be retained by the City and utilized on a pro rata basis for any lawful purpose consistent with the aforementioned Hotel Tax Ordinance. For purposes of determining the incremental portion of the hotel/motel taxes generated within or sourced to the Increment District, the Mayor of the City shall certify as the “base lodging tax amount” the annual hotel/motel taxes received by the City that were generated within the area comprising the Increment District during the calendar year immediately preceding the Commencement Date of the Increment District. All hotel/motel tax revenue generated within the Increment District and received by the City which are in excess of such base amount, shall be considered to be the “increment” subject to apportionment by this section.

(g) *Leverage Act Increment Revenues (TIF Revenues)*. In accordance with the provisions of the Local Development Act, one hundred percent (100%) of the incentive matching payments made by the State of Oklahoma pursuant to the Leverage Act, based on sales and use tax and hotel/motel tax increments dedicated to the Increment District, as such amounts are hereinafter determined and defined (collectively, the “Leverage Act Increment Revenues”), are to be apportioned and set aside from all other hotel/motel taxes levied within the Increment District. The Leverage Act Increment Revenues are to be used exclusively for:

- (i) the payment of principal, interest and premium, if any, on any TIF Bonds issued pursuant to Section 863 of the Local Development Act (including pledging as security for such payments);
- (ii) the payment, if required, of amounts necessary to satisfy or replenish any reserve requirement established with respect to any TIF Bonds;
- (iii) the payment of Project Costs incurred in connection with the development, construction, or implementation of the TIF Projects; and
- (iv) the reimbursement of a third party developer (pursuant to a development agreement with the City or the Authority), including any interest component (pursuant to a development agreement with the City and/or the Authority), the City, or any agency thereof (including the Authority), which has paid Project Costs from funds which were not increments derived from the Increment District, but only to the extent that such sums were actually paid or, in the case of reimbursement of a third party developer, constitute an interest component on sums that were actually paid.

The City shall establish procedures related to application under the Leverage Act for sales and use tax and hotel/motel tax matching funds. It is hereby recognized that any Leverage Act Increment Revenues represent a substantial economic benefit to the City and the

development of the Project, and the City and the Authority shall take all reasonable actions necessary to maximize the Leverage Act Increment Revenues.

Pursuant to the Local Development Act, the Leverage Act Increment Revenues apportioned hereunder and so collected shall be placed into the Apportionment Fund and shall be pledged as security for the payment of the TIF Bonds or otherwise used to pay (or reimburse the payment of) Project Costs authorized pursuant to Section IX of the Project Plan, including any interest component (pursuant to a development agreement with the City and/or the Authority).

(h) *Use of TIF Revenues.* During the term of the Increment District, TIF Revenues (excluding such portions allocated to affected taxing entities) shall be utilized as follows:

- (i) The payment of principal, accrued interest, and premium, if any, due on the TIF Bonds;
- (ii) If applicable, transfers to any debt service reserve established in connection with the TIF Bonds in such amounts as may be necessary to restore the reserve to its prescribed levels;
- (iii) The payment and/or reimbursement of authorized Project Costs (including any interest component pursuant to a development agreement);
- (iv) If applicable, the prepayment of principal on any TIF Bonds until such time as all TIF Bonds are retired; and
- (v) Upon retirement of all TIF Bonds (if any) and payment of all Project Costs (including any interest component pursuant to a development agreement), (a) any remaining Ad Valorem Increment Revenues shall be transferred to the various ad valorem taxing jurisdictions, in the same percentages as originally collected, as determined by reference to the millage levied by each of the various ad valorem taxing jurisdictions for the related tax year, excluding sinking fund levies, and (b) any remaining Sales Tax Increment Revenues and/or Hotel Tax Increment Revenues shall be transferred to the City for deposit into the General Fund or to the appropriate special fund, in each case consistent with the provisions of the Local Development Act. Any remaining Leverage Act Increment Revenues either shall be treated appropriately as ad valorem tax revenue, sales and use tax revenue, or hotel/motel tax revenue, and shall be transferred as set forth in (a) and (b) herein, or, if required by the Leverage Act, shall be returned to the State of Oklahoma.

Section 11. Increments Constitute City Funds; Uses. From and after apportionment, the apportioned increments shall constitute funds of the City (except that such funds may also be held by the Authority or a trustee acting on behalf of the Authority). Apportioned increments may be used for the payment of Project Costs; provided, however, the pledge of apportioned increments toward payment of such Project Costs shall be limited to increments actually apportioned by the City and any security instruments shall provide that except as provided for in this Ordinance, the

City has no legal obligation or promise to apportion additional increments in future years. The City and the Authority (as and when designated by the City) shall have the authorization to carry out certain provisions of the Project Plan, as authorized in Section VIII of the Project Plan, to incur and pay or reimburse Project Costs (including any interest, capitalized interest, and other related financing costs) pursuant to Section IX of the Project Plan and also, if feasible and desirable, to issue tax apportionment bonds or notes, incur the costs of issuance of such bonds, and accumulate appropriate reserves, if any, in connection with such bonds, and to retire said bonds or notes from apportioned tax increments, all in accordance with the provisions of the Project Plan. The Authority may (upon designation by the City) also be authorized to irrevocably pledge all or any part of the apportioned TIF Revenues and/or other available revenue for the payment of the TIF Bonds, or for the payment (or reimbursement) of Project Costs. In authorizing the irrevocable pledging of such TIF Revenues, it is the express intention of the City Council that the Increment Districts will remain in place until all of the outstanding principal, accrued interest and premium, if any, on any such TIF Bonds have been paid in full. Notwithstanding such intention, the City, by these provisions, does not waive any right which it has now or may have in the future, to repeal, modify or amend this Ordinance, by subsequent action of the City Council, as provided in Section 856(C) of the Local Development Act. In adopting this Ordinance, the City does not purport to create any contractual obligation extending beyond the City's current or any subsequent fiscal year with regard to the establishment or maintenance of the Increment Districts, or the apportionment of the TIF Revenues; provided, however, that the City may, on a year-to-year basis, agree to transfer to the Apportionment Fund, as appropriate, any apportioned increments which it receives. All TIF Bonds so issued shall state that such bond or note is not a debt, general or special, liability or obligation of the City, Grady County, or the State of Oklahoma or any other agency or authority of such entities, other than the Authority. The bond or note shall further state to the effect that:

- (a) The issuance of such bond or note does not give rise to a charge against the general credit or taxing powers of the City, or a claim on the revenues or resources of the State of Oklahoma, and
- (b) Such bond or note is a special, limited obligation of the Authority, payable solely from the income, revenues and receipts derived or to be derived from the proceeds of certain tax increments paid over to the Authority and the funds and accounts held pursuant to the terms of any indenture or agreement authorizing the issuance of such bonds or notes.

Section 12. Effective Date. This Ordinance shall become effective upon thirty (30) days after its passage and publication.

Section 13. Severability. If any term, section, subsection, sentence, clause, phrase or portion of this Ordinance or the Project Plan approved hereby is for any reason held invalid or unconstitutional, such term, section, subsection, sentence, clause, phrase or portion shall not affect the validity of the remaining portions of this Ordinance.

Section 14. Necessary Action. The Mayor or Vice Mayor and City Clerk or Deputy City Clerk be and hereby are authorized and empowered to execute and deliver for and on behalf of the City any and all other documents or instruments reasonably necessary to accomplish the implementation of the Project Plan.

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PASSED AND APPROVED THIS 3RD DAY OF SEPTEMBER, 2024.

CITY OF CHICKASHA, OKLAHOMA

(SEAL)

ATTEST:

Zachary Grayson, Mayor

Susan M. McDaniel, CMC - City Clerk

STATE OF OKLAHOMA)
)SS
COUNTY OF GRADY)

I, the undersigned, City Clerk of the City of Chickasha, Oklahoma, do hereby certify that the above and foregoing is a true, full and correct copy of an excerpt from the minutes of a meeting of the City Council of said City held on the date above stated, all as recorded in the official minutes of such meeting. I further certify that the “Open Meeting Law” was complied with for such meeting.

GIVEN UNDER MY HAND THIS 3RD DAY OF SEPTEMBER, 2024.

(SEAL)

Susan M. McDaniel, CMC - City Clerk

EXHIBIT “A”

**GATEWAY TO CHICKASHA
ECONOMIC DEVELOPMENT PROJECT PLAN**

[On file with the City Clerk of the City of Chickasha, Oklahoma]

EXHIBIT “B”

INCREMENT DISTRICT LEGAL DESCRIPTIONS

INCREMENT DISTRICT “A”

In the Original Townsite of Chickasha; beginning at the NW/C of Lot 1, Block 39; thence North to the NW/C of Lot 11, Block 32; thence East to the NE/C of said Lot 11; thence North to a point on the East Line of Lot 7, Block 32; thence East to the SW/C of Lot 14, Block 31; thence North to the NW/C of said Lot 14; thence East to the NE/C of Lot 1, Block 31; thence South to the SE/C of Lot 28, Block 31; thence East to the SE/C of Lot 22, Block 30; thence North to the NW/C of Lot 7, J.R. Burtschi’s Subdivision; thence East to a point on the West Line of Lot 15, Block 29; thence North to the SW/C of Lot 14, Block 29; thence East to a point on the West Line of Block 29A; thence Northerly, thence Easterly, thence Southerly (encompassing Block 29A and Parcel #0000-27-07N-07W-3-007-00) to a point where the West side of the Railroad intersects the North side of Hwy 62; thence East to the SE/C of Lot 12, Block 316; thence South to the SE/C of Lot 7, Block 317; thence West to the SE/C of Lot 1, Block 44; thence Southerly to a point on the East Line of Lot 1, Block 59; thence South to the SE/C of Lot 28, Block 60; thence West to the SW/C of Lot 15, Block 61; thence North to the NW/C of Lot 15, Block 58; thence West to the NW/C of Lot 15, Block 57; thence South to a point on the West Line of Lot 14, Block 62; thence West to a point on the East Line of Lot 4, Block 63; thence South to the SE/C of said Lot 4; thence West to the SW/C of Lot 5, Block 63; thence North to the NW/C of said Lot 5; thence Northerly to the SW/C of Lot 26, Block 56; thence North to the NW/C of said Lot 26; thence West to the NW/C of Lot 15, Block 56; thence South to the SW/C of said Lot 15; thence West to the SE/C of Lot 14, Block 55; thence North to the SE/C of Lot 5, Block 55; thence West to the SW/C of said Lot 5; thence North to the point of beginning. Less and except: Lots 1-7 and Lots 21-28, Block 41.

INCREMENT DISTRICT “B”

In portions of Sections 23, 26, 27, and 34, Township 7 North, Range 7 West, I.M., Grady County; beginning at the intersection of US Hwy 62 and Genevieve St; thence North 1355 feet; thence East 590 feet; thence North 580 feet; thence West 275 feet; thence North 400 feet; thence East 1025 feet to a gravel drive; thence South 1320 feet; thence East 1000 feet; thence South 130 feet; thence East 305 feet; thence South 50 feet; thence East 900 feet; thence South 55 feet; thence East to the Right Bank of the Washita River; thence Downstream, along the Right Bank of the Washita River, to a point where it intersects Interstate Hwy 44; thence Downstream, continuing along the Right Bank of the Washita River, to a point where it intersects US Hwy 62; thence Downstream, continuing along the Right Bank of the Washita River, 1780 feet; thence West 865 feet; thence North to US Hwy 62; thence West, along the South side of US Hwy 62, to the SW/C of the intersection of the US Hwy

62 and Interstate Hwy 44 rights-of-way; thence South, along the West side of Interstate Hwy 44 to Tollbridge Rd; thence West 2770 feet; thence South 2350 feet; thence East 680 feet; thence South 770 feet; thence West 280 feet; thence South to Georgia Ave (at the entrance to the wastewater treatment plant); thence West 1030 feet; thence North 660 feet; thence West 660 feet; thence North 660 feet; thence East to Grand Ave; thence North to Ada Sipuel Ave; thence West 435 feet; thence North 865 feet; thence West 30.00 feet; thence North 455 feet; thence East to Grand Ave; thence North 620 feet; thence West 200 feet; thence North 435 feet; thence East to Grand Ave; thence North to US Hwy 62; thence West to the point of beginning.

EXHIBIT “C”

PROJECT AREA LEGAL DESCRIPTION

INCREMENT DISTRICT PROJECT AREA

An area located in Grady County, Oklahoma, more particularly described as follows:

All of Sections 20 through 23, 26 through 29, and Sections 32 through 35,
Township 7 North, Range 7 West, Grady County, Oklahoma.

EXHIBIT “D”

**RESOLUTION OF THE PLANNING COMMISSION
OF THE CITY OF CHICKASHA**

Resolution dated July 9, 2024

[Copy on file with the City Clerk of the City of Chickasha, Oklahoma]

EXHIBIT “E”

RESOLUTION OF THE TAX INCREMENT DISTRICT REVIEW COMMITTEE

Resolution dated June 12, 2024

[Copy on file with the City Clerk of the City of Chickasha, Oklahoma]

CHICKASHA



Meeting Type: Council Agenda 9-3-2024

Meeting Date: 9/3/2024

Department: Administration

Agenda Item No. 7.a.

AGENDA ITEM: Discussion, consideration and possible action to enter into Executive Session pursuant to 25 O.S. Section 307(B)(1) to discuss the employment of any individual salaried public officer or employee (evaluation of the performance of the City Manager, Keith Johnson).

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:
Enter into Executive Session.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: September 3, 024	(From)		

V. ATTACHMENTS:

CHICKASHA



Meeting Type: Council Agenda 9-3-2024

Meeting Date: 9/3/2024

Department: City Clerk

Agenda Item No. 7.b.

AGENDA ITEM: Discussion, consideration, and possible action to reconvene open session and take appropriate action on any matter discussed in the Executive Session.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Reconvene open session and take appropriate action on any matter discussed in the Executive Session.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: September 3, 2024	(From)		

V. ATTACHMENTS: