

NOTICE OF REGULAR MEETING
OF THE
CHICKASHA CITY COUNCIL

In compliance with Title 25, Oklahoma Statutes, Section 301-314, the Oklahoma Open Meeting Act, including the posting of notice and agenda, be advised that the Chickasha City Council, Chickasha Municipal Authority, and Chickasha Municipal Airport Authority of the City of Chickasha, Oklahoma, will conduct a **REGULAR MEETING ON MONDAY, SEPTEMBER 16, 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, September 13, 2024.



Susan M. McDaniel, CMC - City Clerk

Sworn to and subscribed before me on this the day 13th of September 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 16, 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.**
 - a. Police Officer's Oath of Office - Judge Chaffin will administer the Officer's Oath of Office to Officer Riley Pape
4. **Consent Docket:**
 - a. Acceptance of the Minutes of the September 3, 2024 regular meeting.
 - b. Approve Amendment to Section 5.01 I. Holidays of the employee

manual to redefine holiday pay amount as the regularly scheduled shift hours instead of eight (8) hours.

- c. Acknowledge receipt of Check Register for August 2024 from the Economic Development Council of Chickasha, Inc.
- d. Approve a request from the Chickasha Optimist to conduct their 10th annual Christmas Carroll 5K Run on Saturday, December 7, 2024.at 8:00 a.m.
- e. Authorize Staff to solicit bids for RFP COC-2408 - Shannon Springs Park - Design/Build Swimming Pool Rehabilitation.
- f. Authorize Staff to solicit bids for RFP COC-2407 - Shannon Springs Park - Design/Build Splash Pad Rehabilitation - Phase One.
- g. Authorize Staff to solicit bids for RFP COC-2406 - Design/Build 2024 City Council Chambers A/V Improvements. .
- h. Approve the request from the Chickasha High School Student Council to conduct their annual homecoming parade on Friday, October 11, 2024.
- i. Approve an Easement Agreement with TPA VII, LLC and authorize Resolution 2024-23R 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
- j. Acceptance of Claims List.
- k. Acceptance of Resolution 2024-24R amending the FY24/25 Budget.

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

6. Discussion and Consideration

- a. Discussion, consideration, and possible action to approve financing for the 100' Aerial Fire Truck and Engine/Pumper Truck.
- b. Discussion, consideration and possible action to approve Resolution No. 2024-22R APPROVING AND ACCEPTING THE FIRST AMENDMENT TO THE TRUST INDENTURE CREATING THE CHICKASHA MUNICIPAL AIRPORT AUTHORITY DATED AUGUST 16, 1993; APPROVING AND AUTHORIZING AMENDING ARTICLE III OF THE TRUST INDENTURE BY DELETING PART (H) SO AS TO REMOVE THE PRIMARY PURPOSES OF THE TRUST AND TO REPLACE PART (H) WITH PURPOSES TO ALLOW FOR THE PROMOTION OF ECONOMIC DEVELOPMENT, THE DEVELOPMENT OF THE AERONAUTICAL INDUSTRY

WITHIN AND WITHOUT THE TERRITORIAL LIMITS OF THE BENEFICIARY MUNICIPALITY, AND TO PROVIDE ADDITIONAL EMPLOYMENT OPPORTUNITIES WITH THE INTENT TO BENEFIT AND STRENGTHEN THE ECONOMY OF THE BENEFICIARY AND THE STATE OF OKLAHOMA; APPROVING AND AUTHORIZING AMENDING ARTICLE VII (A)(2) OF THE TRUST INDENTURE TO PROVIDE THAT THE POWERS HELD BY THE TRUSTEES RELATING TO PROPERTY OF THE TRUST APPLIES TO REAL AND PERSONAL PROPERTY; AUTHORIZING AND APPROVING THE EXECUTION OF THE FIRST AMENDMENT TO THE TRUST INDENTURE; AND CONTAINING OTHER PROVISIONS RELATING THERETO.

- c. Discussion, consideration and possible action to authorize the purchase of the C550 CCTV System upgrade for the Camera Truck using State Contract SW0193 in the amount of \$84,450.58.
- d. Discussion, consideration and possible action to authorize the purchase of the Godwin 300U Dump Body and Installation using State Contract SW0106 in the amount of \$30,047.40.
- e. Discussion, consideration and possible action to authorize the purchase of a 2025 MV607 SBA International Cab Chassis Truck using State Contract SW0035T in the amount of \$86,786.55.

7. Motion to Adjourn.

CHICKASHA



Meeting Type: Council Agenda 9-16-2024

Meeting Date: 9/16/2024

Department: Police Department

Agenda Item No. 3.a.

AGENDA ITEM: Police Officer's Oath of Office - Judge Chaffin will administer the Officer's Oath of Office to Officer Riley Pape

I. BACKGROUND/DESCRIPTION:

Officer's Oath of Office

II. RECOMMENDED ACTION:

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Goebel Music Chief of Police	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: 09.16.2024	(From)		

V. ATTACHMENTS:

CHICKASHA



Meeting Type: Council Agenda 9-16-2024

Meeting Date: 9/16/2024

Department: City Clerk

Agenda Item No. 4.a.

AGENDA ITEM: Acceptance of the Minutes of the September 3, 2024 regular meeting.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Accept Minutes.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: September 16, 2024	(From)		

V. ATTACHMENTS:

1. 20240913083510684

CHICKASHA

September 3, 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 3rd day of September 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: Keith Johnson, City Manager
Amanda Mullins, City Attorney
Rachel Berish, Asst. City Manager
Susan McDaniel, City Clerk
Tony Samaniego, Fire Chief
Lt. Gillian O'Brien, Police Dept.
Elaine Jensen, Finance Director
Spencer Winzenried, Parks & Rec Director
Lillie Huckaby, Library Director
Edward Perez, Emergency Management 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 Boyd gave the invocation and Council Member Nelson the Pledge of Allegiance.

ITEM 2. **Citizen Comments:**

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

Katherine Cate, Chickasha – spoke about Sidewalk Ordinance.
Stephen Willmon, Chickasha – spoke about sidewalk ordinance.
Jim Cowan, Chickasha - spoke about TIF
Liz Lowe, Chickasha - spoke about TIF
Bud Lowe, Chickasha – spoke about TIF
Bertha Thomas, Chickasha – spoke about TIF
G. W Thomas, Chickasha – spoke about TIF – passed out a handout which will be included in the Minutes.

ITEM 3. **Council Communications.**

Vice Mayor Hebblethwaite asked about the mowing of the center median on Highway 81.

Council Member Boyd asked why we still include the Lowe and Thomas properties in the proposed TIF area.

Council Member Burruss was concerned why people weren't notified of the review process of the TIF area.

Mayor Grayson thanked the City Manager for providing the City employees with an appreciation lunch.

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

- ITEM 4a. Acceptance of the minutes of the August 19, 2024, regular Council Meeting.
- ITEM 4b. Acceptance of an updated Oklahoma Law Enforcement Telecommunications (OLETS) System Agreement and authorize the Chief of Police to execute the same.
- ITEM 4c. Accept renewal of the VistaCom annual maintenance Agreement for the Police Department.
- ITEM 4d. Authorize the surplus of withdrawn library books and received donations and donate to the Friends of the Library.
- ITEM 4e. Appointment of Sierra Leatherwood to the Historical Preservation Committee replacing Pam McKissic with a term of June 30, 2026.
- ITEM 4f. Approval of Non-Exclusive Service Agreement for Plan Review Services to Cornerstone Consulting.
- ITEM 4g. Acceptance of 3 Standard Supplemental Easements and Right of Way Agreements with PSO.
- ITEM 4h. 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.
- ITEM 4i. 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.
- ITEM 4j. 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. to 7:30 p.m. from 6th Street to 1st Street on Chickasha Avenue.
- ITEM 4k. 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.
- ITEM 4l. Acceptance of the Claims List.

*Motion by Council Member Alexander, second by Council Member Smith to approve the Consent Docket Item 4a – 4 d, 4 f – 4 i, and 4 k – 4 l.

Roll call vote:

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

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

- ITEM 4e. Appointment of Sierra Leatherwood to the Historical Preservation Committee replacing Pam McKissic with a term of June 30, 2026.

City Council Meeting 9-3-2024
6:30 p.m.

*Motion by Council Member Burruss, second by Council Member Gerdes to approve Item 4 e.

Roll call vote:

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

ITEM 4j. 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. to 7:30 p.m. from 6th Street to 1st Street on Chickasha Avenue.

Council Member Burruss leaves his seat at 7:08 p.m.

*Motion by Council Member Hebblethwaite, second by Council Member Ginn to approve Item 4 j.

Roll call vote:

Ayes:" Ginn, Hebblethwaite, Smith, Alexander, Gerdes, Boyd, Nelson,
and Grayson.
"Nays:" None
"Abstain:" None

Council Member Burruss is absent from his seat at Roll Call Vote.

Motion carried. 8-0

ITEM 6. Discussion and Consideration Items:

ITEM6a. 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.

Council Member Burruss returns to his seat at 7:12 p.m.

*Motion by Council Member Hebblethwaite and second by Council Member Ginn to award bid COC-2402 – 100' Aerial Fire Truck to Sutphen and Heartland Fire Trucks in the amount of \$2,126,805.00.

Roll call vote:

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

City Council Meeting 9-3-2024
6:30 p.m.

"Nays:" None.
"Abstain:" None.
Motion passed. 9-0

ITEM 6b. 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.

*Motion by Council Member Alexander and second by Council Member Hebblethwaite to award bid COC-2403 – Engine/Pumper Truck to Sutphen/Heartland Fire Trucks for the amount of \$1,016,797.00.

Roll call vote:

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

ITEM 6c. Discussion, consideration, and possible action to approve an Easement Agreement with Towerpoint Acquisitions, LLC and authorize Resolution 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.

*Motion by Council Member Burruss to table the item.
Motion failed due to lack of a second motion.

**Motion by Hebblethwaite, and second by Council Member Ginn to approve an Easement Agreement with Towerpoint Acquisitions, LLC and authorize Resolution 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.

Roll call vote:

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

City Council Meeting 9-3-2024
6:30 p.m.

ITEM 6d. Discussion, consideration, and possible action to approve Pay Request No. 5 in the amount of \$26,961.00 - Construct 2-Box Hangar projects to W. L. McNatt.

*Motion by Council Member Smith and second by Council Member Alexander to approve Pay Request No. 5 in the amount of \$26,961.00 – Construct 2-Box Hangar project to W. L. McNatt.

Roll call vote:

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

“Nays:” None.

“Abstain:” None.

Motion passed. 9-0

ITEM 6e. 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.

*Motion by Hebblethwaite and second by Council Member Alexander to approve Pay Request No. 5 in the amount of \$54,233.25 – Construct T-Hangar project to Diversified Construction of Oklahoma, Inc.

Roll call vote:

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

“Nays:” None.

“Abstain:” None.

Motion passed. 9-0

ITEM 6f. Discussion, consideration, and possible action to award bid COC-2401 Lake Chickasha Dilapidated Dock Abatement to Slemple Welding Power Excavation in the amount of \$49,500.00.

*Motion by Council Member Alexander and second by Council Member Gerdes to award bid COC-2401 Lake Chickasha Dilapidated Dock Abatement to Slemple Welding Power Excavation in the amount of \$49,500.00.

Roll call vote:

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

“Nays:” None.

“Abstain:” None.

Motion passed. 9-0

ITEM 6g. **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.**

*Motion by Council Member Nelson and second by Council Member Alexander to authorize the City Manager to negotiate a contract with Meshek and Associates for the RFQ COC-2404 Chickasha Flood Mitigation Initiative.

Roll call vote:

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

“Nays:” None.

“Abstain:” None.

Motion passed. 9-0

ITEM 6h. **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.**

City Council Meeting 9-3-2024
6:30 p.m.

*Motion by Council Member Hebblethwaite and second by Council Member Ginn to approve Ordinance 2024-05 as presented.

Roll call vote:

"Ayes:"	Ginn, Hebblethwaite, Alexander, Grayson, and Nelson.
"Nays:"	Smith, Burruss, Gerdes, and Boyd.
"Abstain:"	None.
Motion passed.	5-4

Meeting was recessed to enter into CMA and CMAA Meetings at 8:18 p.m.

Meeting was reconvened into regular session at 8:26 p.m.

Roll Call:

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

EXECUTIVE SESSION:

ITEM 7a. Discussion, consideration and possible action to enter into executive session pursuant to 25 O.S. Section 307(B)(1) to discuss the employment or any individual salaried public officer or employee (evaluation of the performance of the City Manager, Keith Johnson).

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

Roll call vote:

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

Council Member Burruss was absent at the time of Roll Call Vote to enter into Executive Session.

Entered into Executive Session at 8:27 p.m.

City Council Meeting 9-3-2024
6:30 p.m.

Reconvened open session at 10:19 p.m.

Council Member Burruss returned to his seat at 10:19 p.m.

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

*Motion by Council Member Hebblethwaite and second by Council Member Ginn to increase the salary and car allowance of Keith Johnson by 5 percent effective with the next pay cycle.

Roll call vote:

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

“Nays:” None.

“Abstain:” None.

Motion passed. 9-0

ITEM 8.

ITEM 8 Adjournment:

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

Meeting adjourned.

TIME: 10:19 p.m.

Zachary Grayson, Mayor

ATTEST:

Susan M. McDaniel, City Clerk

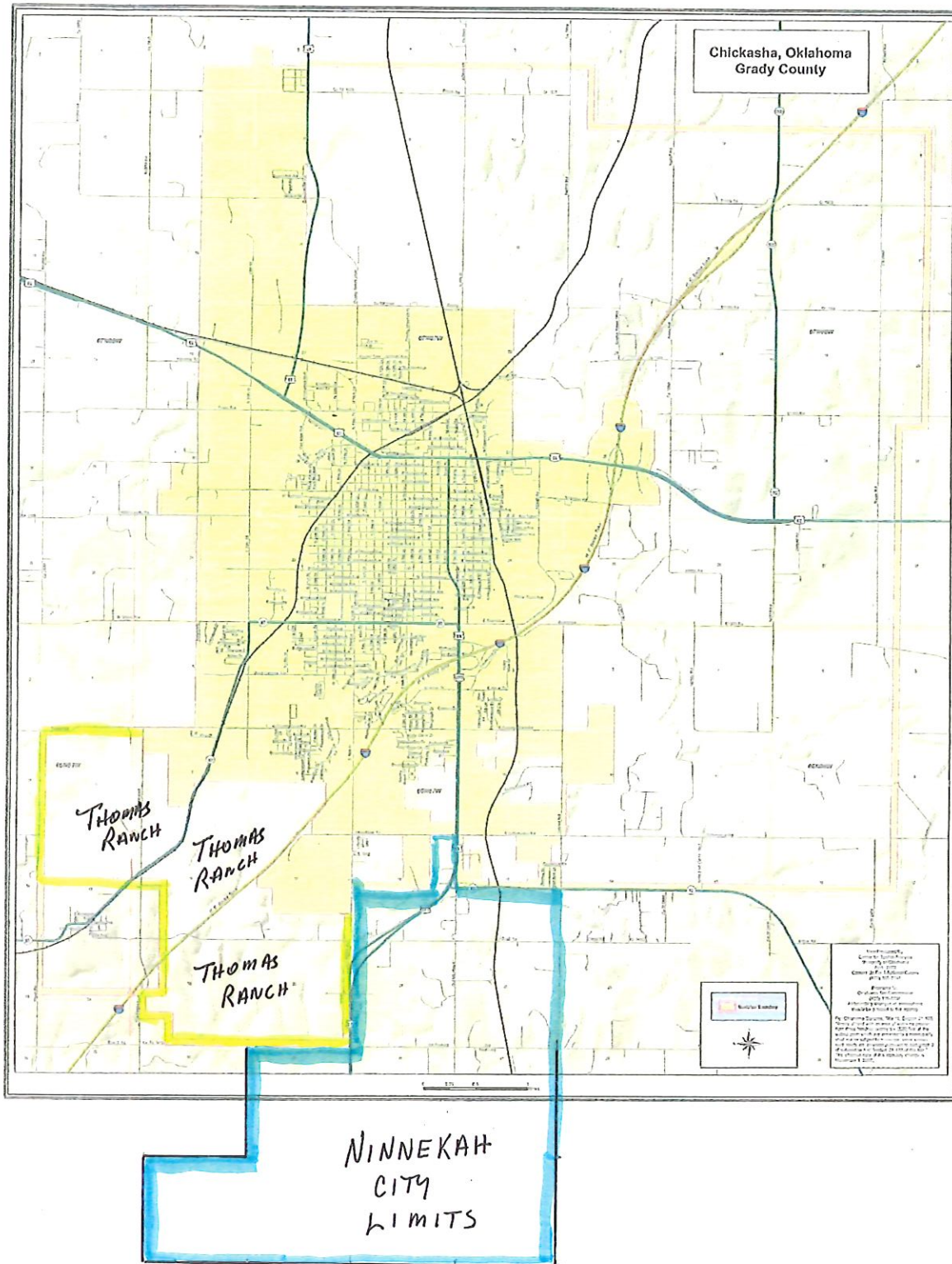
Approved this 16th day of September 2024.

INCREMENT DISTRICT "B"

The boundaries of Increment District "B" contain 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.



* Increment District "B" boundaries contained within the green border.



AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF CHICKASHA, GRADY COUNTY, OKLAHOMA, ADDING AND ANNEXING TO THE CORPORATE LIMITS OF THE CITY OF CHICKASHA, CERTAIN TRACTS OR PARCELS OF LAND WITHIN SECTIONS 2, 3, 4, 5, 6, 7, 11 AND 12 IN TOWNSHIP SEVEN (7) NORTH, RANGE SEVEN (7) WEST, I.M., GRADY COUNTY, OKLAHOMA; AND SECTIONS 7, 8, 17, 20, 29 AND 32 OF TOWNSHIP SEVEN (7) NORTH, RANGE SIX (6) WEST, I.M., GRADY COUNTY, OKLAHOMA; AND SECTIONS 5, 8, 17 AND 18 OF TOWNSHIP SIX (6) NORTH, RANGE SIX (6) WEST, I.M., GRADY COUNTY, OKLAHOMA; AND SECTIONS 13, 14, 18 AND 19 OF TOWNSHIP SIX (6) NORTH, RANGE SEVEN (7) WEST, I.M., GRADY COUNTY, OKLAHOMA; AND SECTION 13 OF TOWNSHIP SIX (6) NORTH, RANGE EIGHT (8) WEST, I.M., GRADY COUNTY, OKLAHOMA, **UPON THE CONSENT OF THE OWNERS OF MORE THAN 51% OF THE AREA SO ANNEXED;** ESTABLISHING ZONING OF ANNEXED PROPERTY; PROVIDING A SEVERABILITY CLAUSE AND DECLARING AN EMERGENCY.

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

WHEREAS, the City Council of the City of Chickasha has initiated action to consider the annexation and zoning of certain properties adjacent to the corporate limits of the City of Chickasha; and

WHEREAS, Oklahoma Statutes, Title 11 §21-102 et seq. is the enabling legislation allowing said annexation.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICKASHA, OKLAHOMA:

Section 1: That the following described tracts or parcels of land contain approximately 986.13 acres identified as Tracts 1-11, inclusive, owned by property owners who have given written consent to the annexation, be and are hereby annexed into the corporate limits of the City of Chickasha, Oklahoma:

TOWNSHIP SEVEN (7) NORTH, RANGE SEVEN (7) WEST, I.M., GRADY COUNTY:

TRACT 1:

BOOK 3267 PAGE 536

South Half of the Southeast Quarter of Section 6, Township 7 North, Range 7 West, Indian Meridian, Grady County, Oklahoma.

TRACT 2:

The Northeast Quarter of Section 7, Township 7 North, Range 7 West, Indian Meridian, Grady County, Oklahoma.

TRACT 3:

The North Half of the Southeast Quarter of Section 7, Township 7 North, Range 7 West, Indian Meridian, Grady County, Oklahoma.

TRACT 4:

A tract of land being situated in the Southeast Quarter of Section 7, Township 7 North, Range 7 West, of the Indian Meridian, Grady County, Oklahoma, described as follows:

Beginning at the Southeast corner of said Southeast Quarter, thence North 1320 feet, thence West 400 feet, thence South 1320 feet, thence East 400 feet to the point of beginning.

TRACT 5:

The South Half of the Southeast Quarter of Section 7, Township 7 North, Range 7 West, LESS AND EXCEPT a tract of land described as follows:

Beginning at the Southeast corner of the Southeast Quarter of Section 7, Township 7 North, Range 7 West of the Indian Meridian, Grady County, Oklahoma, thence North 1320 feet, thence West 400 feet, thence South 1320 feet, thence East 400 feet to the point of beginning.

TRACT 6:

North 330 feet of the North Half of the South Half of the Southwest Quarter of Section 5, Township 7 North, Range 7 West, Indian Meridian, Grady County, Oklahoma.

TRACT 7:

The Northwest Quarter of the Northeast Quarter and the North Half of the Southwest Quarter of the Northeast Quarter of Section 18, Township 7 North, Range 7 West, and all that part of the South Half of the Northeast Quarter of the Northeast Quarter and all that part of the North Half of the Southeast Quarter of the Northeast Quarter, Section 18, T-7-N, R-7-W, lying West of the West bank of the Washita River, containing 9.7 acres, LESS a tract of land in the Northeast Quarter of the Northeast Quarter of Section 18, Township 7 North, Range 7 West, described as follows:

Beginning at the Northeast corner of the Northeast Quarter of the Northeast Quarter of Section 18, Township 7 North, Range 7 West, thence West 586 feet, thence South 695 feet, thence N83°27'E a distance of 233 feet, thence East 148.67 feet, thence North 660 feet to the point of beginning containing 8.97 acres more or less.

TRACT 8:

BOOK 3267 PAGE 537

All that part of Lot 18 being a fractional part of the East Half of the Southwest Quarter of the Northwest Quarter lying West and North of the Washita River containing 9.67 acres more or less, and all that part of Lot 22 being fractional part of the West Half of the Southwest Quarter of Northwest Quarter lying North and East of the Washita River containing 7.52 acres more or less, and Lots 17 and 21 and the Northeast Quarter of the Northwest Quarter of Section 17, Township 7 North, Range 7 West of the Indian Meridian, Grady County, Oklahoma; LESS that part of the Northeast Quarter of the Northwest Quarter lying South and East of the Washita River and that part of Lot 21 lying West and South of the Washita River, 3.04 acres; and LESS that tract of land out of Lot 21 and Lot 17 described as follows:

Beginning at the Northwest corner of Section 17, Township 7 North, Range 7 West, thence 805.67 feet East, thence 1290 feet South, thence 805.67 feet West, thence 1290 feet North to the point of beginning.

TRACT 9:

That part of Northeast Quarter of the Northwest Quarter of Section 17, Township 7 North, Range 7 West, lying South and East of the Washita River, containing 14.96 acres, and the Southeast Quarter of the Northwest Quarter and Lots 18 and 22 South of the river, and Lots 23 and 24, less 3 acres of highway and less tract in Lot 22 beginning 3284 feet North of the Southwest corner of the Southwest Quarter, thence S89°55'00"E 407.60 feet, thence N9°06'51"W 521.43 feet, thence N01°44'56"W 161.35 feet, thence N89°55'00"W 320.67 feet, thence S00°03'00"E 676 feet to the beginning.

TRACT 10:

Lots 19 and 20 and the East Half of the Southwest Quarter of Section 17, Township 7 North, Range 7 West of the Indian Meridian, Grady County, Oklahoma.

TRACT 11:

BOOK 3267 PAGE 538

The Southeast Quarter and the South Half of the Southeast Quarter of the Northeast Quarter and the South Half of the Southwest Quarter of the Northeast Quarter of Section 18, Township 7 North, Range 7 West of the Indian Meridian, Grady County, Oklahoma.

Section 2: The following described additional properties containing approximately 881.6 acres identified as Tracts 12-51, inclusive, are hereby annexed into the corporate limits of the City of Chickasha:

TOWNSHIP 7 NORTH, RANGE 7 WEST, I.M., GRADY COUNTY, OKLAHOMA:

TRACT 12:

The South 330 feet of the East 330 feet of the South Half of the North Half of the Southwest Quarter of Section 5, Township 7 North, Range 7 West of the Indian Meridian, Grady County, Oklahoma.

TRACT 13:

The South 330 feet of the South Half of the North Half of the Southeast Quarter of Section 5, Township 7 North, Range 7 West, of the Indian Meridian, Grady County, Oklahoma.

TRACT 14:

The South 330 feet of the South Half of the North Half of the South Half of Section 4, Township 7 North, Range 7 West, of the Indian Meridian, Grady County, Oklahoma.

TRACT 15:

The South 330 feet of the South Half of the North Half of the South Half of Section 3, Township 7 North, Range 7 West, of the Indian Meridian, Grady County, Oklahoma.

TRACT 16:

The South 330 feet of the South Half of the Northwest Quarter of the Southwest Quarter of Section 2, Township 7 North, Range 7 West, of the Indian Meridian, Grady County, Oklahoma.

BOOK 3267 PAGE 539

TRACT 17:

The East 330 feet of the Southwest Quarter of the Southwest Quarter of Section 2, Township 7 North, Range 7 West, of the Indian Meridian, Grady County, Oklahoma.

TRACT 18:

The East 330 feet of the Northwest Quarter of the Northwest Quarter of Section 11, Township 7 North, Range 7 West, of the Indian Meridian, Grady County, Oklahoma.

TRACT 19:

The North 330 feet of the East 330 feet of the Southwest Quarter of the Northwest Quarter of Section 11, Township 7 North, Range 7 West, of the Indian Meridian, Grady County, Oklahoma.

TRACT 20:

The North 330 feet of the Southeast Quarter of the Northwest Quarter of Section 11, Township 7 North, Range 7 West, of the Indian Meridian, Grady County, Oklahoma.

TRACT 21:

The North 330 feet of the South Half of the Northeast Quarter of Section 11, Township 7 North, Range 7 West, of the Indian Meridian, Grady County, Oklahoma.

TRACT 22:

The North 330 feet of the South Half of the North Half of Section 12, Township 7 North, Range 7 West, of the Indian Meridian, Grady County, Oklahoma.

TRACT 23:

A tract of land in the Northeast Quarter of the Northeast Quarter of Section Eighteen, Township Seven (7) North, Range Seven (7) West of the Indian

Meridian, described as follows: Beginning at a point 204.33 feet west of the Northeast Corner of the Northeast Quarter of the Northeast Quarter, thence West 381.67 feet, thence South 695 feet, thence N83°27'E 233 feet, thence East 148.67 feet, thence North 660 feet, to the point of beginning.

TRACT 24:

BOOK 3267 PAGE 540

A tract of land out of Lot 22 in Section 17, Township 7 North, Range 7 West of the Indian Meridian, Grady County, Oklahoma, described as follows: Beginning at a point 3284 feet North of the Southwest corner of the Southwest quarter of said Section 17, then S89°55'00"E 407.60 feet, then N09°06'51"W 521.43 feet thence N01°44'56"W 161.35 feet, thence N89°55'00"W 320.67 feet, thence S00°03'00"E 676 feet to the point of beginning.

TRACT 25:

All that part of the North half of the Southeast quarter of the Northeast quarter; and all that part of the South half of the Northeast quarter of the Northeast quarter of Section 18, Township Seven North, Range Seven West, lying east of the West bank of the Washita River, Grady County, Oklahoma.

TRACT 26:

The North Half of the North West Quarter of the Northeast Quarter and the North West Quarter of the Northeast Quarter and the North Half of the Southwest Quarter of the Northeast Quarter of Section Eighteen (18) Township Seven (7) North of Range Seven (7) West of the Indian Meridian, Grady County, Oklahoma.

TOWNSHIP 7 NORTH, RANGE 6 WEST, INDIAN MERIDIAN, GRADY COUNTY, OKLAHOMA:

TRACT 27:

The North 330 feet of the South Half of the North Half of Section 7, Township 7 North, Range 6 West, of the Indian Meridian, Grady County, Oklahoma.

TRACT 28:

The North 330 feet of the South Half of the Northwest Quarter of Section 8, Township 7 North, Range 6 West, of the Indian Meridian, Grady County, Oklahoma.

TRACT 29:

The East 330 feet of the South Half of the Northwest Quarter of Section 8, Township 7 North, Range 6 West, of the Indian Meridian, Grady County, Oklahoma.

BOOK 3267 PAGE 541

TRACT 30:

The East 330 feet of the Southwest Quarter of Section 8, Township 7 North, Range 6 West, of the Indian Meridian, Grady County, Oklahoma.

TRACT 31:

The East 330 feet of the West Half of Section 17, Township 7 North, Range 6 West, of the Indian Meridian, Grady County, Oklahoma.

TRACT 32:

The East 330 feet of the West Half of Section 20, Township 7 North, Range 6 West, of the Indian Meridian, Grady County, Oklahoma.

TRACT 33:

The East 330 feet of the North Half of the North Half of the Northwest Quarter of Section 29, Township 7 North, Range 6 West, of the Indian Meridian, Grady County, Oklahoma.

TRACT 34:

The South 330 feet of the North Half of the Northeast Quarter of the Northwest Quarter of Section 29, Township 7 North, Range 6 West, of the Indian Meridian, Grady County, Oklahoma.

TRACT 35:

The South 330 feet of the East 330 feet of the North Half of the Northwest Quarter of the Northwest Quarter of Section 29, Township 7 North, Range 6 West, of the Indian Meridian, Grady County, Oklahoma.

TRACT 36:

The East 330 feet of the South Half of the Northwest Quarter of the Northwest Quarter of Section 29, Township 7 North, Range 6 West, of the Indian Meridian, Grady County, Oklahoma.

TRACT 37:

The East 330 feet of the Southwest Quarter of the Northwest Quarter of Section 29, Township 7 North, Range 6 West, of the Indian Meridian, Grady County, Oklahoma.

TRACT 38:

BOOK 3267 PAGE 542

The East 330 feet of the West Half of the Southwest Quarter of Section 29, Township 7 North, Range 6 West, of the Indian Meridian, Grady County, Oklahoma.

TRACT 39:

The East 330 feet of the West Half of the West Half of Section 32, Township 7 North, Range 6 West, of the Indian Meridian, Grady County, Oklahoma.

TOWNSHIP 6 NORTH, RANGE 6 WEST, INDIAN MERIDIAN, GRADY COUNTY, OKLAHOMA:

TRACT 40:

The East 330 feet of the West Half of the West Half of Section 5, Township 6 North, Range 6 West, of the Indian Meridian, Grady County, Oklahoma.

TRACT 41:

The East 330 feet of the West Half of the West Half of Section 8, Township 6 North, Range 6 West, of the Indian Meridian, Grady County, Oklahoma.

TRACT 42:

The East 330 feet of the West Half of the Northwest Quarter of Section 17, Township 6 North, Range 6 West, of the Indian Meridian, Grady County, Oklahoma.

TRACT 43:

The South 202 feet of the West Half of the Northwest Quarter of Section 17, Township 6 North, Range 6 West, of the Indian Meridian, Grady County, Oklahoma.

TRACT 44:

The South 202 feet of the South Half of the North Half of Section 18, Township 6 North, Range 6 West, of the Indian Meridian, Grady County, Oklahoma.

**TOWNSHIP 6 NORTH, RANGE 7 WEST, OF THE INDIAN MERIDIAN,
GRADY COUNTY, OKLAHOMA.**

TRACT 45:

BOOK 3267 PAGE 543

The South 202 feet of the South Half of the North Half of Section 13, Township 6 North, Range 7 West, of the Indian Meridian, Grady County, Oklahoma.

TRACT 46:

The South 202 feet of the South Half of the North Half of Section 14, Township 6 North, Range 7 West, of the Indian Meridian, Grady County, Oklahoma.

TRACT 47:

The South 330 feet of the South Half of the Southwest Quarter of the Northwest Quarter of Section 18, Township 6 North, Range 7 West, of the Indian Meridian, Grady County, Oklahoma.

TRACT 48:

The East 330 feet of the West Half of the Southwest Quarter of Section 18, Township 6 North, Range 7 West, of the Indian Meridian, Grady County, Oklahoma.

TRACT 49:

The East 330 feet of the West Half of the Northwest Quarter of Section 19, Township 6 North, Range 7 West, of the Indian Meridian, Grady County, Oklahoma.

TRACT 50:

The South 330 feet of the South Half of the Southwest Quarter of the Northwest Quarter of Section 19, Township 6 North, Range 7 West, of the Indian Meridian, Grady County, Oklahoma.

**TOWNSHIP 6 NORTH, RANGE 8 WEST, INDIAN MERIDIAN, GRADY
COUNTY, OKLAHOMA:**

TRACT 51:

The South 330 feet of the South Half of the North Half of Section 13, Township 6 North, Range 8 West, of the Indian Meridian, Grady County, Oklahoma.

Section 3: The properties identified in Tracts 1 through 5, inclusive, shall be, and are hereby zoned as I-2 Industrial District. The properties identified in Tracts 6 through 51, inclusive, shall be and are hereby zoned as A-1 Agricultural Districts. BOOK 3267 PAGE 544

Section 4: Severability. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable and if any phrase, clause, sentence, paragraph or section of the Ordinance shall be declared to be unconstitutional, illegal or otherwise invalid by a valid decree or judgment of any Court of competent jurisdiction such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance.

Section 5: Emergency. WHEREAS, it being immediately necessary for the preservation of the peace, health, safety and welfare of the City of Chickasha, Oklahoma, and the inhabitants thereof, that the provisions of this Ordinance be put in to full force and effect, an emergency is hereby declared to exist by reason whereof this resolution shall take effect and be in full force from and after its passage is provided by law.

PASSED AND APPROVED this 14th day of March, 2001.


Mayor



STATE OF OKLAHOMA
GRADY COUNTY
THIS INSTRUMENT AS FILED FOR RECORD
ON THE 14th day of March A.D. 2001
at 3:10 P.M. in Book 3267 Page 544
Grady County Clerk



CHICKASHA

Meeting Type: Council Agenda 9-16-2024

Meeting Date: 9/16/2024

Department: Human Resources

Agenda Item No. 4.b.

AGENDA ITEM: Approve Amendment to Section 5.01 I. Holidays of the employee manual to redefine holiday pay amount as the regularly scheduled shift hours instead of eight (8) hours.

I. BACKGROUND/DESCRIPTION:

Currently, Chapter 5, Section 5.01 defines holiday pay as a fixed period of eight (8) hours. However, regular non-CBA full-time employees may work varying shift lengths (e.g., 8, 9, 10, or 12 hours), depending on their department and position. To ensure employees are fairly compensated, the proposed policy change will adjust the holiday pay provision to reflect the employee's regularly scheduled shift hours. This ensures that employees are paid for the full duration of their scheduled shift on holidays, regardless of the number of hours. The only modification to Section 5.01 will be the redefinition of the holiday pay period to align with each employee's scheduled working hours.

II. RECOMMENDED ACTION:

Approve the proposed amendment to Chapter 5, Section 5.01 I. Holiday to redefine the paid period for a holiday to reflect the scheduled hours.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: NAME, TITLE	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: September 16, 2024	(From)		

V. ATTACHMENTS:

1. Chapter 5 Leaves of Absence_0001
2. Proposed Amended Language Chapter 5 Section 5.01 I Holidays

THE CITY OF CHICKASHA	REFERENCE NO.	5.01
PERSONNEL POLICIES AND PROCEDURES MANUAL	PAGE NO.	1 OF 2
CHAPTER 5: LEAVES OF ABSENCE	EFFECTIVE DATE:	09/01/17
TITLE: HOLIDAYS	REVISION DATE:	

The City of Chickasha provides paid holidays to probationary, regular full-time and regular part-time employees. The following official holidays will be observed:

New Year's Day
 Memorial Day
 Independence Day
 Labor Day
 Veteran's Day
 Thanksgiving Day
 Friday after Thanksgiving
 Christmas Eve
 Christmas Day

I. Holiday

A holiday shall be defined as a period of eight (8) hours at straight rates for regular full-time employees and four (4) hours at straight rates for regular part-time employees.

II. Scheduling of Holiday

Holidays occurring on a Saturday normally will be observed on the preceding Friday and holidays occurring on Sunday will normally be observed on the following Monday. When a holiday is observed on a day other than the actual holiday, employees who work a shift other than Monday through Friday will be paid Holiday pay on the actual holiday, rather than the observed day.

III. Eligibility for Holiday Pay

All regular employees are eligible for holiday pay after completion of one day of work. Seasonal and temporary employees are not eligible for holiday pay and will be paid their regular rates on a holiday only if required to work.

IV. Employees required to work on a Holiday

All non-exempt employees who are required to work a designated holiday will be paid holiday pay in addition to the hours worked.

V. Employees Scheduled “off Duty” on a Holiday

When the holiday and regular day off occur on the same day, those non-exempt employees who are scheduled off duty on that day will be entitled to regular holiday pay.

VI. Ineligibility for Holiday Pay

Employees on unpaid leave are not eligible for holiday pay. Likewise, non-exempt employees who are absent without authorized leave on the day immediately preceding or following a scheduled holiday will not be paid for the holiday.

VII. Separating Employees

Except in extraordinary situations, separating employees will not be allowed to use a holiday as their final day of employment. Exceptions must be scheduled and authorized in advance by the Department Director.

VIII. Holiday Occurring During Vacation Leave

A holiday that falls within an employee’s vacation period will be counted as holiday in lieu of a day of vacation.

IX. Holiday Pay During Workers’ Compensation Leave

An employee on workers’ compensation leave will not receive holiday pay.

X. Other Religious Holidays

Employees may request an approved absence to celebrate a religious holiday that is not a scheduled City holiday. If approved, the employee must charge the time to vacation, compensatory time, or an excused absence without pay.

XI. Misuse of Holidays

Holiday pay will not be paid for the same time an employee received sick leave pay, vacation, death in the family leave pay, or any other paid leave benefits.

For bargaining unit employees, the recently adopted union contract supersedes and replaces the City of Chickasha policy manual for issues addressed in the union contract; if the union contract does not address a particular item or issue, this manual will apply.

Title: Holidays

I. Holiday

A holiday shall be defined as a period equal to the regularly scheduled shift (e.g., 8, 9, 10 or 12 hours) at straight rates for regular full-time employees and four (4) hours at straight rates for regular part-time employees.

CHICKASHA

Meeting Type: Council Agenda 9-16-2024

Meeting Date: 9/16/2024

Department: City Clerk

Agenda Item No. 4.c.

AGENDA ITEM: Acknowledge receipt of Check Register for August 2024 from the Economic Development Council of Chickasha, Inc.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: September 16, 2024	(From)		

V. ATTACHMENTS:

1. 20240913082440859

Economic Development Council of Chickasha, Inc.
Check Detail
August 2024

8:10 AM
09/09/24

Type	Num	Date	Name	Memo	Account	Paid Amount
Check		08/02/2024	Oklahoma Employ...		101 · Economic De...	
TOTAL					203.2 · SUTA Payable	-52.99
						-52.99
Check		08/07/2024	IRS		101 · Economic De...	
TOTAL					202.1 · FICA/FWH P...	-2,230.38
						-2,230.38
Check		08/09/2024	Oklahoma Tax Co...		101 · Economic De...	
TOTAL					202.2 · State W/H P ...	-358.00
						-358.00
Check		08/21/2024	IRS		101 · Economic De...	
TOTAL					202.1 · FICA/FWH P...	-2,216.59
						-2,216.59
Check		08/23/2024	Oklahoma Tax Co...		101 · Economic De...	
TOTAL					202.2 · State W/H P ...	-357.00
						-357.00
Check		08/31/2024		Service Charge	101 · Economic De...	
TOTAL				Service Charge	607 · Bank Service ...	-98.82
						-98.82
Check	ACH	08/15/2024	Cheryl Critchfield		101 · Economic De...	
TOTAL					201 · Payroll	

Economic Development Council of Chickasha, Inc.
Check Detail
August 2024

8:10 AM
09/09/24

Type	Num	Date	Name	Memo	Account	Paid Amount
Check	ACH	08/15/2024	Jim Cowan		101 · Economic De...	
TOTAL					201 · Payroll	
Check	ACH	08/15/2024	Matthew T Brooks, ...		101 · Economic De...	
TOTAL					201 · Payroll	
Check	ACH	08/29/2024	Matthew T Brooks, ...	Payroll Research	101 · Economic De...	
TOTAL				Payroll Research	201 · Payroll	
Check	ACH	08/29/2024	Cheryl Critchfield	Payroll Operations Director	101 · Economic De...	
TOTAL				Payroll Operations Director	201 · Payroll	
Check	ACH	08/29/2024	Chickasha Chambe...	Rent & Utilities	101 · Economic De...	
TOTAL				Rent & Utilities	609.2 · Rent, Parkin...	-1,830.57
						-1,830.57
Check	o-059	08/14/2024	Alora Real Estate L...	Small Business Grant - Skin Fox Studio	101 · Economic De...	
TOTAL				Small Business Grant - Skin Fox Studio	676 · Small Bus. Sta...	-500.00
						-500.00
Check	o-060	08/14/2024	Angel, Johnston & ...	Inv 52305	101 · Economic De...	
TOTAL				Inv 52305	641 · Accounting Fees	-275.00
						-275.00

8:10 AM
09/09/24

Economic Development Council of Chickasha, Inc.
Check Detail
August 2024

Type	Num	Date	Name	Memo	Account	Paid Amount
Check	o-061	08/14/2024	Chickasha Rotary ...	Inv 2132 Matt Brooks	101 · Economic De...	
TOTAL				Inv 2132 Matt Brooks	636 · Dues, Fees, S...	-242.00
						-242.00
Check	o-062	08/14/2024	Day Holdings LP	Small Business Startup Grant - Mystic Midnight Creations	101 · Economic De...	
TOTAL				Small Business Startup Grant - Mystic Midnight Creations	676 · Small Bus. Sta...	-790.00
						-790.00
Check	o-063	08/14/2024	Keep Oklahoma Be...	Inv Jul2024-5 annual dues	101 · Economic De...	
TOTAL				Inv Jul2024-5 annual dues	636 · Dues, Fees, S...	-200.00
						-200.00
Check	o-064	08/14/2024	KSWO	Inv 3536036-1 Towercam	101 · Economic De...	
TOTAL				Inv 3536036-1 Towercam	601 · Advertising/Ma...	-1,000.00
						-1,000.00
Check	o-065	08/14/2024	KWCO-Kool 105.5	Inc CC-1240749026 less \$160 credit	101 · Economic De...	
TOTAL				Inc CC-1240749026 less \$160 credit	601 · Advertising/Ma...	-90.00
						-90.00
Check	o-066	08/14/2024	Life Skills Institute	August cleanup	101 · Economic De...	
TOTAL				August cleanup	681 · Keep Chickas...	-500.00
						-500.00
Check	o-067	08/14/2024	Mollman Media	Inv 28665 billboards	101 · Economic De...	
TOTAL				Inv 28665 billboards	601 · Advertising/Ma...	-320.00
						-320.00

8:10 AM
09/09/24

Economic Development Council of Chickasha, Inc.
Check Detail
August 2024

Type	Num	Date	Name	Memo	Account	Paid Amount
Check	o-068	08/14/2024	Public Service Co...	Acct 953-937-571-0-9	101 · Economic De...	
TOTAL				Acct 953-937-571-0-9	609.2 · Rent, Parkin...	-42.36
						-42.36
Check	o-069	08/29/2024	Karen Edwards	Picture authorization	101 · Economic De...	
TOTAL				Picture authorization	675 · Tourism Expe...	-250.00
						-250.00
Check	o-070	08/29/2024	Blue Cross & Blue ...	Cowan, Brooks, Critchfield	101 · Economic De...	
TOTAL				Cowan, Brooks, Critchfield	660 · Payroll Expens...	-2,839.50
						-2,839.50
Check	o-071	08/29/2024	Angel, Johnston & ...	2234	101 · Economic De...	
TOTAL				2234	641 · Accounting Fees	-275.00
						-275.00
Check	o-072	08/29/2024	VSP Vision Care	Cowan, Brooks, Critchfield	101 · Economic De...	
TOTAL				Cowan, Brooks, Critchfield	660 · Payroll Expens...	-44.91
						-44.91
Check	o-073	08/29/2024	Delta Dental of Okl...	Cowan, Brooks, Critchfield	101 · Economic De...	
TOTAL				Cowan, Brooks, Critchfield	660 · Payroll Expens...	-156.00
						-156.00
Check	o-074	08/29/2024	Mollman Media	Inv 28702 28722	101 · Economic De...	
TOTAL				Inv 28702 28722	601 · Advertising/Ma...	-975.00
						-975.00

8:10 AM
09/09/24

Economic Development Council of Chickasha, Inc.
Check Detail
August 2024

Type	Num	Date	Name	Memo	Account	Paid Amount
Check	o-075	08/29/2024	Standley Systems	CE08 11773-01	101 · Economic De...	
TOTAL				CE08 11773-01	644 · equipment lease	-89.93
Check	o-076	08/29/2024	Visa Credit Card	Credit card ending in 9353 Cowan	101 · Economic De...	
			Zoom		636 · Dues, Fees, S...	-15.99
			Amazon - office supplies		639 · Office Expenses	-91.43
			Amazon - office supplies		639 · Office Expenses	-79.54
			EB Select conf - Cowan, Brooks		614 · Conferences/P...	-598.00
			Jakes Rib - business lunch		671 · Meals	-44.72
			Amazon - office supplies		639 · Office Expenses	-84.21
			Walmart - office supplies		639 · Office Expenses	-24.66
			Marianne's Rentals		675 · Tourism Expe...	-59.06
			Wintercreek - business lunch		671 · Meals	-39.14
			Amazon - Frames for awards		681 · Keep Chickas...	-32.13
			Amazon - Frames for awards		681 · Keep Chickas...	-32.13
			Wix		636 · Dues, Fees, S...	-46.05
			Express Star		636 · Dues, Fees, S...	-5.50
			Omni Hotels		614 · Conferences/P...	-463.68
			Adobe		636 · Dues, Fees, S...	-19.99
			Okla Restaurant Assoc		636 · Dues, Fees, S...	-150.00
			Flower Shop - business lunch		671 · Meals	-31.90
			Bushwood Golf Course		636 · Dues, Fees, S...	-197.10
			VSP		660 · Payroll Expen...	-16.94
			Crazy 8 - KCB lunch		681 · Keep Chickas...	-66.67
			Viridian - business lunch		671 · Meals	-22.23
TOTAL						-2,121.07
Check		08/27/2024			101 · Economic De...	
TOTAL					104 · FNB - ICS Sw...	-33,750.00
						-33,750.00
Check	7772	08/29/2024	Dillon & Associate...	2024 audit, financials and tax filing	101 · Economic De...	
TOTAL				2024 audit, financials and tax filing	642 · Professional F...	-6,200.00
						-6,200.00

8:10 AM
09/09/24

Economic Development Council of Chickasha, Inc.
Check Detail
August 2024

Type	Num	Date	Name	Memo	Account	Paid Amount
Check	7773	08/29/2024	Chickasha Chambe...	Leadership Chickasha - Matt Brooks	101 · Economic De...	
				Leadership Chickasha - Matt Brooks	614 · Conferences/P...	-350.00
TOTAL						-350.00
Check	7774	08/29/2024	Jim Cowan	Payroll Director	101 · Economic De...	
				Payroll Director	201 · Payroll	
				Payroll Director	670.1 · Mileage	
TOTAL						

CHICKASHA

Meeting Type: Council Agenda 9-16-2024

Meeting Date: 9/16/2024

Department: City Clerk

Agenda Item No. 4.d.

AGENDA ITEM: Approve a request from the Chickasha Optimist to conduct their 10th annual Christmas Carroll 5K Run on Saturday, December 7, 2024.at 8:00 a.m.

I. BACKGROUND/DESCRIPTION:

A request has been received from the Chickasha Optimist to conduct a 5K Run at 8:00 a.m. on Saturday, December 7, 2024.

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

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

It is estimated between 100-200 participants.

II. RECOMMENDED ACTION:

Approve a request from the Chickasha Optimist to conduct their 10th annual Christmas Carroll 5K Run on Saturday, December 7, 2024.at 8:00 a.m.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: September 16, 2024	(From)		

V. ATTACHMENTS:

1. 20240913092808609

Susan McDaniel, CMC

From: Diana Carroll <dianacarroll62@yahoo.com>
Sent: Thursday, September 5, 2024 4:23 PM
To: Susan McDaniel, CMC
Subject: Christmas Carroll 5K

Sent from my iPhone Dear City Council,

On behalf of the Chickasha Optimist Club and the Chickasha runners, we are requesting the Mayor's and City Council's support to approve the 10th annual Christmas Carroll 5K to be held on Saturday, December 7, 2024. This event is used to raise funds for the Chickasha Optimist Memorial Scholarship/s for graduating Chickasha Seniors.

As in previous years, the route begins and ends at the Southern Oaks Church of Christ facility located on S. 16th Street. The 5K route heads north on 16th street to Montana, then east toward Shannon Springs Park. After circling the park, the runners head back following the same route. The 1 mile route stops at Maple Lane and then heads back on 16th to the church building.

We would like to coordinate the traffic control with the Chickasha Police Department even though traffic is minimal on this route. The safety of the runners and walkers is our main concern. Based on the past 9 years, this event has attracted at least 100-200 participants and with the pancake breakfast provided by the Optimist members, has become a successful community event.

Thank you for your consideration and hope you can join us for the 10th annual Christmas Carroll 5K this year.

Diana Carroll
Chickasha Optimist Member
Sent from my iPhone

Dear City Council,

On behalf of the Chickasha Optimist Club, the family of Rod Carroll, and the Chickasha runners, we are requesting the Mayor's and City Council's support to approve the 6th annual Christmas Carroll 5K to be held on Saturday, December 5, 2020. . This event is used to raise funds for the Rod Carroll Memorial Scholarship/s for graduating Chickasha Seniors.

As in previous years, the route begins and ends at the Southern Oaks Church of Christ facility located on S. 16th Street. The 5K route heads north on 16th street to Montana, then east toward Shannon Springs Park. After circling the park, the runners head back following the same route. The 1 mile route stops at Maple Lane and then heads back on 16th to the church building.

We would like to coordinate the traffic control with the Chickasha Police Department even though traffic is minimal on this route. The safety of the runners and walkers is our main concern. Based on the past 4 years, this event has attracted at least 200 participants and with the pancake breakfast provided by the Optimist members, has become a successful community event.

Thank you for your consideration and hope you can join us for the 5th Christmas Carroll 5K this year.

Diana Carroll
Chickasha Optimist Member

Sent from my iPhone

CHICKASHA

Meeting Type: Council Agenda 9-16-2024

Meeting Date: 9/16/2024

Department: Public Works

Agenda Item No. 4.e.

AGENDA ITEM: Authorize Staff to solicit bids for RFP COC-2408 - Shannon Springs Park - Design/Build Swimming Pool Rehabilitation.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Authorize Staff to solicit bids for RFP COC-2408 - Shannon Springs Park - Design/Build Swimming Pool Rehabilitation.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: September 16, 2024	(From)		

V. ATTACHMENTS:

1. RFP COC-2408 Swimming Pool Rehab TBS



**Shannon Springs Park
Design/Build
Swimming Pool Rehabilitation**

RFP COC-2408

CITY OF CHICKASHA

CHICKASHA, OKLAHOMA

SPECIFICATIONS & BIDDING DOCUMENTS

Contract Administered by:

**Spencer Winzenried
Parks and Recreation Director
117 N. 4th Street
Chickasha, OK 73018
(405) 320-3320
spencer.winzenried@chickasha.org**

Spencer Winzenried

Date

Request for Proposals – RFP COC-2408
Shannon Springs Park
Design/Build
Swimming Pool Rehabilitation

Advertise Dates: **September 26, 2024**
 October 3, 2024

The City of Chickasha, Chickasha, Oklahoma is accepting sealed proposals for the Shannon Springs Park Design/Build Swimming Pool Rehabilitation.

The project consists of removing and replacing and/or repairing swimming pool elements including underground water supply pipelines, sand filter, acid pump, electric panels and wiring, painting and safety grates in Chickasha, Oklahoma.

Bids shall be made in accordance with this Request for Proposals and the Bidding Documents.

Sealed proposals shall be addressed to Susan M. McDaniel, City Clerk, City of Chickasha, 117 North 4th Street, Chickasha, Oklahoma 73018, and shall be labeled “RFP COC-2408, DO NOT OPEN” and “Shannon Springs Park Design/Build Swimming Pool Rehabilitation.” Proposals shall be submitted no later than 1:30 p.m. local time on **October 16, 2024**. It is the sole responsibility of the proponent to ensure that this proposal is actually in the City Hall of the City of Chickasha prior to the expiration of the time and date stated above. Bids will be opened the same date at 1:30 p.m. in the City Conference Room, Second Floor – City Hall, 117 N. 4th Street, Chickasha, Oklahoma 73018.

The Issuing Office for the Bidding Documents is: City of Chickasha Parks and Recreation Department. Questions shall be emailed to Spencer Winzenried at spencer.winzenried@chickasha.org or by calling (405) 320-3320. Bidding Documents also may be examined at: City of Chickasha Website <http://www.chickasha.org/Bids.aspx>. Bid documents must be obtained by accessing the project on QUESTCDN.com, linked to the previously listed page.

Upon consideration of the proposals, the City of Chickasha reserves the right to accept or reject any and all proposals, to waive technicalities and to make any investigation deemed necessary concerning the proponent’s ability to provide the services as covered by the specifications, and to accept what in their judgment is the most advantageous proposal.

Due to the type of project this is, the contractor will be able to use sales tax and use tax exemptions on this project in accordance with Oklahoma Statutes.

Keith Johnson
Keith Johnson, City Manager

C E R T I F I C A T I O N

I certify that the above “Request for Proposal” was posted on the bulletin board of City Hall, City of Chickasha, Oklahoma, on the _____ day of _____ 2024.

Susan M. McDaniel, CMC - City Clerk

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: 9/12/2024	BID NO: COC-2408	TITLE: Shannon Springs Park Design/Build Swimming Pool Rehabilitation	
NO BIDS WILL BE ACCEPTED AFTER: October 16, 2024 @ 1:30 p.m.		CONTRACT PERIOD	
VENDORS NAME:		REASON FOR NO BID:	
MAILING ADDRESS:			
CITY:	STATE:	ZIP:	TERMS:
AREA CODE:	TELEPHONE NO.	FAX NO.	DELIVERY:
E-MAIL ADDRESS			FEDERAL EMPLOYER IDENTIFICATION NO. OR SOCIAL SECURITY NO.

NON-COLLUSION AFFIDAVIT

(This bid is invalid if BOTH Affidavits are not signed and notarized)

STATE OF _____, COUNTY OF _____

_____ 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.

Bidder

Subscribed and sworn to before me this _____ day of _____, 20____

Notary

My Commission Expires:

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED!

BUSINESS RELATION AFFIDAVIT

(This bid is invalid if BOTH Affidavits are not signed and notarized)

STATE OF _____, COUNTY OF _____

_____ 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:

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:

(If none of the business relationships herein above mentioned exist; Affiant should so state).

Bidder

Subscribed and sworn to before me this _____ day of _____, 20____

Notary

My Commission Expires:

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.	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE
Base Bid	Remove and Replace Perimeter Inlet Piping, Complete, including bedding, joint restraint and concrete repair	LF	475	\$	\$
Alt Bid 1	High Rate Filter Replacement, Complete	L.SUM	1	\$	\$
Alt Bid 2	Acid Pump Replacement, Complete	L.SUM	1	\$	\$
Alt Bid 3	Remove and Replace all electric panels and wiring in filter room, Complete	L.SUM	1	\$	\$
Alt Bid 4	Safety Items – Clean, Repair and Paint all safety rails, Replace Safety Grates, Complete	L.SUM	1	\$	\$
Alt Bid 5	Remove and Replace Yard Hydrant Complete	EA	2	\$	\$
TOTAL BID (NUMBERS)				\$	\$
TOTAL BID (WORDS)					

ONLY ONE CONTRACT WILL BE AWARDED.

THE OWNER RESERVES THE RIGHT TO AWARD A CONTRACT FOR THE BASE BID AND ALTERNATE BIDS IN ANY COMBINATION.

I/We, the undersigned propose to provide, construct and install Shannon Springs Park Design/Build Swimming Pool Rehabilitation, in Caddo County, Ok meeting or exceeding specifications as described herein:

Bidder: _____ By: _____
Name of Company *Signature & Title*

Mailing Address: _____

 Phone No Fax No Email

SUBSCRIBED AND SWORN TO BEFORE ME THIS ____ DAY OF ____ 20____.

MY COMMISSION EXPIRES:

 NOTARY PUBLIC

GENERAL PROVISIONS

1. Definitions

- A. “City” means the City of Chickasha or the Chickasha Municipal Authority.
- B. “Acquisition” means items, products, materials, supplies, services, and equipment the City acquires by purchase, lease purchase, or rental.
- C. “Bid” means an offer in the form of a bid, proposal, or quote a bidder submits in response to a solicitation;
- D. “Bidder” means an individual or business entity that submits a bid in response to a solicitation;
- E. “Solicitation” means a request or invitation by the City for a supplier to submit a priced offer to sell acquisitions to the City. A solicitation may be an invitation to bid, request for proposal, or a request for quotation; and
- F. “Supplier” or “Vendor” means an individual or business entity that sells or desires to sell acquisitions to the City.

2. Submission

Sealed bids will be received by the City of Chickasha for furnishing of equipment, materials, and supplies and incidental items necessary to perform the work as outlined in these specifications. Work will include Design/Build Rehabilitation of the Shannon Springs Swimming Pool. Copies of all bid documents are available for inspection in the Office of the City Clerk. Bids are to be submitted to the City Clerk, City of Chickasha, 117 North 4th Street, Chickasha, OK 73018, no later than the date and time indicated on the BID FORM. Submission of a Bid shall constitute an agreement on the part of the Bidder to all terms and conditions contained therein.

Bids received by the City after the response due date and time shall be deemed non-responsive and shall NOT be considered for any resultant award.

3. Insurance and Bonds

The policies of insurance shall be executed by an insurance or indemnity carrier authorized to do business in the State of Oklahoma and shall in all respects conform to the requirement of Governmental Tort Claims Act, Title 51 Oklahoma Statutes Sections 151 et seq. With liability limits to be no less than the amount specified therein and with the City of Chickasha to be additional insured on all such required policies of insurance.

The successful Bidder will be required to execute the agreement and provide all necessary bonds and insurance within ten (10) calendar days from the date the Notice of Award is delivered to the Bidder.

The following bonds are required for this project:

- A. Bid Bond
- B. Performance Bond
- C. Maintenance Bond
- D. Statutory Bond

If the total bid amount exceeds \$100,000 a Bid Bond shall be submitted with the bid in accordance with Oklahoma Statutes.

The following insurance documents are required for this project:

- A. General Liability
- B. Workers' Comp per Oklahoma Statutes.
- C. Auto Liability

The City shall be named as an additional insured.

4. Rejection of Bids

The city reserves the right to reject any and all bids, and any bids that do not comply with the requirements and specifications of the solicitation. A bid may be rejected when the bidder imposes terms or conditions that would modify requirements of the solicitation or limit the bidder's liability to the city.

5. Award of Contract

One contract will be awarded to the lowest and best bidder unless the solicitation specifies that the best value criteria is being used.

Only properly completed bids will be considered. A completed Bid shall include the following:

- A. A fully completed "Bid Form".
- B. A completed and Notarized "Non-Collusion Affidavit", "Business Relation Affidavit".
- C. A Certified, Cashier's Check or Bid Bond made payable to the City of Chickasha in an amount of Five percent (5%) of the total amount of the bid submitted if the total bid price exceeds \$100,000.00.

Any addenda issued to these specifications, if any, shall be considered part of the specifications, subject to ratification by the City of Chickasha at the time of awarding a contract for this project.

BID OPENING

Sealed bids shall be opened by the City Clerk at City Hall, 117 N. 4th, Chickasha, Oklahoma 73018 on the 16th day of October 2024 at 1:30 o'clock p.m. local time.

PRE BID MEETING

No pre-bid meeting will be held. However, all bidders shall inspect the site subject of this RFP prior to submitting a bid. Inspections may be scheduled by calling Spencer Winzenried at (405) 320-3320.

City of Chickasha
Shannon Springs Park Design/Build Swimming Pool Rehabilitation

INSTRUCTIONS TO BIDDERS

1. Bid documents shall be obtained from QUESTCDN.com. Bid documents, plans, and specifications may be examined at the City Clerk's Office, 117 N. 4th Street, Chickasha, Oklahoma 73018.
2. Any bid in excess of \$100,000 shall be accompanied by cashier's check or a certified check on a solvent bank in Oklahoma or a bid bond in the amount of five percent (5%) of the bid shall accompany the proposal of each bidder. The check or bond shall be made payable to the Owner. All checks or bonds will be returned to unsuccessful bidders. This check or bond shall be as a guarantee of contractor's ability to perform the contract bid upon, and that he will enter into a written contract with the Owner to perform said work and/or furnish said materials in accordance with said specifications and furnish the required bonds within ten (10) business days after the acceptance of his bid. No bidder may withdraw his bid for a period of sixty (60) days after the closing date for the receipt of bids.
3. In accordance with Oklahoma statutes, any bid must be accompanied by a Non-Collusion Affidavit and a Business Relations Affidavit. All bidders shall use the enclosed forms to satisfy this requirement.
4. Any bids received after the closing time will be returned unopened. Minority and small business owners are encouraged to submit proposals.
5. A Performance Bond and a Statutory Payment Bond in the amount of 100% of the contract price each with a Corporate Surety licensed in Oklahoma and approved by the Owner will be required for the faithful performance of the contract, and the bidder shall state in the proposal the name and address of the Surety or Sureties who will sign this bond in case the contract is awarded to him. Copies of required bond forms are included in the bid packet.
6. A Maintenance Bond in the amount of 100% of the contract price each with a Corporate Surety licensed in Oklahoma and approved by the Owner will be required.
7. This project shall be completed and final invoice received by March 1, 2025. If the project is not completed within the required time, \$500.00 per day liquidated damages shall be assessed for all calendar days thereafter. These damages may be deducted from progressive payments or the final payment.

City of Chickasha
Shannon Springs Park Design/Build Swimming Pool Rehabilitation

SPECIFICATIONS

I. GENERAL CONDITIONS

- A. Successful bidder (Contractor) will be acting as an authorized agent of the City of Chickasha for rehabilitation of the existing Swimming Pool and shall be authorized to access the property to complete the work. The Contractor(s) will be issued a purchase order in the awarded amount of quotation. This will serve as a notice to proceed.
- B. Scope of Work – Design/Build Swimming Pool Rehabilitation in Shannon Springs Park in Chickasha, Oklahoma.
 - a. Removal and replacement of perimeter inlet piping
 - b. High Rate Filter replacement
 - c. Acid pump replacement
 - d. Remove and Replace all electric panels and wiring in filter room
 - e. Clean, repair and paint all safety rails and existing non-coated ferrous members (e.g. chemical pump stand)
 - f. Remove and replace safety all grates
 - g. Remove and replace two yard hydrants
- C. Quoted prices shall remain valid for not less than 60-days.
- D. The prices bid shall be for completed work as specified herein.
- E. The City of Chickasha reserves the right to reject any and all bids.
- F. Contractor shall be responsible for Quality Control of all products and the work.
- G. The work shall proceed continuously from Notice to Proceed until Final Completion.
- H. Contractor shall perform all work consistent with OSDH and OSHA regulations and requirements.
- I. The contractor shall comply with the codes and ordinances of the City of Chickasha and all applicable laws, codes and regulations of the State of Oklahoma.
- J. Contractor shall participate in a pre-work conference with the Owner before beginning work.
- K. All work shall comply with the applicable Rules, Codes and Standards listed in these Specifications, and all Federal, State and Local codes and ordinances, as well as any other authorities that may have lawful jurisdiction pertaining to the work specified. None of the terms or provisions of this specification shall be construed as waiving any of the rules, regulations or requirements of these authorities. The contractor shall procure all necessary permits or licenses to carry out his work.
- L. Purchases of materials for this project shall be exempt from Sales taxes and use taxes as provided for by State law.
- M. General working hours for this project will be from 7:00 a.m. to 6 p.m. Monday through Friday, excluding holidays. Work during other hours shall only be done by mutual agreement with City staff.

- N. The Contractor, by signing the bid proposal form herein, hereby represents that it shall hold the City of Chickasha, Chickasha, Oklahoma, its employees or agents, harmless from any liability resulting from property damages and/or personal injuries that occur during, or as a result of, the demolition activity.
- O. Contractor must keep the Parks and Recreation Director advised at all times of status of the project. Default in performance or failure to meet specifications authorizes the City to withhold payment and cancel the demolition of any remaining structures.
- P. All costs in connection with the work, including furnishing of materials, supplies and appurtenances, providing all demolition equipment and tools, and performing all necessary labor to fully complete the work, shall be included in the unit price named in the proposal.
- Q. Payment will be made after all work is completed and inspected.

II. SEQUENCE OF CONSTRUCTION

- A. Contractor shall provide written notice to the City of Chickasha two weeks in advance of starting work.
- B. All work shall be complete and final invoice received by March 1, 2025.
- C. OWNER and CONTRACTOR recognize that time is of the essence of this agreement and that OWNER will suffer financial loss if the work is not substantially complete within the time specified in II.B above, plus any extensions thereof allowed. They also recognize the delays, expense and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by OWNER if the work is not substantially completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER Five Hundred Dollars (\$500.00) for each day that expires after the time specified in paragraph II.B above for substantial completion until the work is substantially complete. Said liquidated damages, if any, may be deducted from progressive or final payments due the CONTRACTOR.

III. DETAILED SCOPE OF WORK

- A. Removal and replacement of perimeter inlet piping.
 - 1. Sawcut existing concrete slab full depth of slab to prevent unwanted cracking.
 - 2. Replace pipe in kind.
 - 3. Preserve inlets and penetrations if feasible. Provide documentation to the Owner in the form of a written report and photos regarding determination.
 - 4. Disinfect and pressure test entire system prior to returning to service.
 - 5. Width of concrete slab repair shall be a minimum of one foot wider than the trench dug for pipe repair/replacement, centered on the trench.
 - 6. Use 3/8-inch screenings to bed pipe and backfill trench.
 - 7. Use ODOT Class A Concrete or approved equivalent for slab repairs.

Shannon Springs Park Design/Build Swimming Pool Rehab

8. Use deformed rebar and epoxy to tie slab repairs to the existing slab.
 9. Sawcut all concrete full depth to prevent unwanted cracking.
 10. Dispose of all removed materials in accordance with local and state requirements.
 11. Provide blocking or mechanical joint restraint at all bends in piping.
- B. High Rate Filter Replacement
1. Replace filter in kind, or with compatible unit subject to acceptance by the Owner.
 2. Replace filter gauges.
 3. Minimize pipe and fitting replacement, except:
 - a. Replace one existing corroded valve with lever operator.
 - b. Replace 6-inch supply line to pool inlets. Replace fittings as necessary to facilitate.
- C. Acid Pump Replacement
1. Replace in kind, or with compatible unit subject to acceptance by the Owner.
 2. Minimize pipe and fitting replacement.
- D. Remove and Replace all Electric Panels and Wiring in Filter Room
1. Replace filter in kind.
 2. All electrical work shall be performed by Licensed Electricians registered with the City of Chickasha.
- E. Clean, repair and paint all safety rails and non-coated ferrous members
1. Use marine grade paint with minimum mil thickness recommended by the paint manufacturer for the application.
 2. Prepare surfaces prior to painting in accordance with paint manufacturer requirements.
 3. Rail color to be yellow, or as required by OSDH regulations.
- F. Remove and Replace all Safety Grates
1. New safety grates shall be by Fibergrate or approved equal.
 2. Replace grate supports and brackets as needed.
- G. Remove and Replace Two Yard Hydrants
1. Hydrants shall be frost-proof yard hydrants with built-in backflow prevention device.
 2. Hydrants shall meet Federal lead-free requirements.
 3. Mount hydrant nozzle such that nozzle is a minimum of 18 inches above surrounding grade.
- H. Provide a minimum of one hard copy and one electronic copy (pdf) of all O&M Manuals for each piece of equipment.
- I. Provide a minimum of eight (8) hours onsite training to Owner employees in the operation and maintenance of all new systems.

END OF SPECIFICATIONS

INVOICE AFFIDAVIT

Any invoice submitted to the City of Chickasha for more than \$ 25,000.00 shall have a copy of this statement attached before payment will be made.

STATE OF _____)
) S.S.
COUNTY OF _____)

The undersigned _____, of lawful age being
(Contractor, Supplier or Engineer)
first duly sworn, on oath says that this invoice or claim is true and correct.

Affidavit further states that the _____ as shown
(work services or materials)
by this invoice or claim have been _____ in accordance
(completed or supplied)
with the plans, specifications, orders or request furnished the affidavit. Affiant further states that he/she has made no payment directly or indirectly to any elected official, officer or employee of the State of Oklahoma, any County or Local Subdivision of the State, of money or any other thing of value to obtain payment.

(Contractor, Supplier or Engineer)

Subscribed and sworn to me before this _____ day of _____ 20____.

Notary

My commission expires: _____

STATUTORY BOND

KNOWN ALL MEN BY THESE PRESENT:

That we, _____, as Principal, and,
_____, as Surety, are held
and firmly bound unto the City of Chickasha, a Municipal Corporation in the State of Oklahoma in
the sum of

DOLLARS (\$_____), for the payment of which, well and truly to be made, we and
each of us, bind ourselves, and its successors and assigns, jointly and severally, firmly by these
presents.

Dated this _____ day of _____, 20_____.

The conditions of this obligation are such, that whereas, the above Bonded Principal
_____ is the lowest and best bidder
for the making of the following city work and improvements: Shannon Springs Park
Design/Build Swimming Pool Rehabilitation and has entered into a certain written contract
with the City of Chickasha on the _____ day of _____, 20_____, for
the erection and construction of said work and improvement, in exact accordance with the
bid of said Principal, and according to certain plans and specifications heretofore made,
adopted and placed on file in the office of the Purchasing Agent of the City of Chickasha.

NOW. THEREFORE, if said Principal shall fail or neglect to pay all indebtedness incurred
by said Principal for the Principal's subcontractors and all suppliers of labor, material, rental
of machinery or equipment, and or repair of and parts for equipment the contract requires the
Principal to furnish in accordance with the terms and conditions of Contract No. COC-2401
by and between City of Chickasha and the Principal, and in accordance with the Prevailing
Wage Scale promulgated by the Commission of Labor and on file in the office of the
Oklahoma Secretary of State pursuant to of 40 O.S. 2001 196.1 - 196:12; within thirty (30)
days after the same becomes due and payable, the person, firm or corporation entitled thereto
may sue and recover on this bond, the amount so due and unpaid.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said Contract and deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, for the obligations of the Bond.

IN WITNESS WHEREOF, the said Principal has caused these present to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and the said Surety has caused these present to be executed in its name and its corporate seal to be affixed by its attorney-in-fact, duly authorized so to do, the day and year first above written.

ATTEST:

Company/Contractor

Secretary/Witness

By: _____
Principal

Surety

By: _____
Attorney In Fact

Approved by the City of Chickasha this ____ day of _____, 20____.

ATTEST:

CITY OF CHICKASHA

City Clerk

By: _____
Mayor

(Affix Corporate Seal to attested signature)

MAINTENANCE BOND

KNOWN ALL MEN BY THESE PRESENT:

That we, _____, as Principal, and _____, as Surety, are held and firmly bound unto the City of Chickasha, a Municipal Corporation in the State of Oklahoma, in full and just sum of _____ DOLLARS (\$ _____), such sum being equal to the contract amount, for a period of one (1) year such not being less than 100% of the contract price, for the payment of which, well and truly to be made, we and each of us, bind ourselves, and its successors and assigns, jointly and severally, firmly by these presents.

Dated this _____ day of _____, 20____.

The conditions of this obligation are such, that whereas, said Principal, has a certain contract between _____ and the City of Chickasha, dated the _____ day of _____, 20____, agree to construct in the City of Chickasha: Shannon Springs Park Design/Build Swimming Pool Rehabilitation all in compliance with the plans and specifications therefore, made a part of said Contract and on file in the office of the Purchasing Agent of the City of Chickasha; and to maintain the said improvement in the amounts set forth above against failure due to workmanship or materials for a period of one (1) year from the date of acceptance of the project by the City of Chickasha.

NOW. THEREFORE, if said Principal shall pay or cause to be paid to the City all damage, loss, and expense which may result by reason of defective materials and/or workmanship in connection with said work, occurring within a period of one (1) year for all projects and for the construction of roads, streets, highways, and utilities from and after acceptance of said project by the Municipality; and if Principal shall pay or cause to be paid all labor and materials, including the prime contractor and all subcontractors; and if Principal shall save and hold the Municipality harmless from all damages, loss, and expense occasioned by or resulting from any failure whatsoever of said Principal, then this obligation shall be null and void; to be and remain in full force and effect.

It is further agreed that if the said Principal or Surety herein shall fail to maintain said improvements against any failure due to defective workmanship and/or materials for period of one (1) year and at any time repairs shall be necessary that the cost of making repairs shall be determined by the City of Chickasha, or some person or persons designated by them to ascertain the same, and if, upon thirty (30) days notice, the said amount ascertained shall not be paid by

the Principal or Surety herein, or if the necessary repairs are not made, that said amount shall become due upon the expiration of thirty (30) days and suit may be maintained to recover the amount so determined in any Court of competent jurisdiction. And that the amount so determined shall be conclusive upon the parties as to the amount due on this bond for the repair or repairs included therein, and that the cost of all repairs shall be so determined from time to time during the life of this bond as the condition of the improvements may require.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said Contract and deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, for the obligations of this Bond.

IN WITNESS WHEREOF, the said Principal has caused these present to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized so to do, officers, the day and year first above written.

ATTEST:

Company/Contractor

Secretary/Witness

By: _____
Principal

Surety

By: _____
Attorney In Fact

Approved by the City of Chickasha this ____ day of _____, 20__.

ATTEST:

CITY OF CHICKASHA

City Clerk

By: _____
Mayor

(Affix Corporate Seal to attested signature)

PERFORMANCE BOND

KNOWN ALL MEN BY THESE PRESENT:

That we, _____, as Principal, and _____, as Surety, are held and firmly bound unto the City of Chickasha, a Municipal Corporation in the State of Oklahoma, in the sum of _____ DOLLARS (\$ _____), for the payment of which, well and truly to be made, we and each of us, bind ourselves, and its successors and assigns, jointly and severally, firmly by these presents.

Dated this _____ day of _____, 20_____.

The conditions of this obligation are such, that whereas, said Principal is the lowest and best bidder for the making of the following city work and improvements: Shannon Springs Park Design/Build Swimming Pool Rehabilitation and has entered into a certain written contract with the City of Chickasha on the _____ day of _____, 20_____, for the erection and construction of said work and improvement, all in exact compliance with the plans and specifications heretofore made a part of said contract and on file in the office of the Purchasing Agent of the City of Chickasha, and said contract is hereby made a part and parcel of this bond as if literally written herein.

NOW, THEREFORE, if the said Principal shall fully and faithfully execute the work and perform said contract according to its terms conditions and covenants, and in exact accordance with the bid of said Principal, and according to certain plans and specifications heretofore, made, adopted and placed on file in the office of the Purchasing Agent of the City of Chickasha and in accordance with the Prevailing Wage Scale promulgated by the Commissioner of Labor and on file in the Office of the Secretary of State pursuant to the provision of 40 O.S. 2001, Sections 196.1 – 196.12; as set out in the specifications herein; and shall promptly pay or cause to be paid, all indebtedness incurred by said Principal for the Principal's subcontractors and all suppliers of labor, material, rental of machinery or equipment, and or repair of and parts for equipment the contract requires the Principal to furnish; and shall protect and save harmless the said Municipality and all interested property owners against all claims, demands, causes of action, losses or damage, and expense to life or property suffered or sustained by any person, firm or corporation by reason of negligence of the contractor or his or its agents, servants, or employees in the construction of said work, or by or in consequence of any improper execution of the work or act of omission or use of inferior materials by said contractor, or his or

Shannon Springs Park Design/Build Swimming Pool Rehab

its agents, servants, or employees; and shall protect and save the Municipality harmless from all suits and claims of infringement of alleged infringement of patent rights or processes, then this obligation shall be void. Otherwise, this obligation shall remain in full force and effect.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, for the obligations of the Bond.

IN WITNESS WHEREOF, the said Principal has caused these present to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and the said Surety has caused these present to be executed in its name and its corporate seal to be affixed by its attorney-in-fact, duly authorized so to do, the day and year first above written.

ATTEST:

Company/Contractor

Secretary/Witness

By: _____
Principal

Surety

By: _____
Attorney In Fact

Approved by the City of Chickasha this ____ day of _____, 20____.

ATTEST:

CITY OF CHICKASHA

City Clerk

By: _____
Mayor

(Affix Corporate Seal to attested signature)

CHICKASHA

Meeting Type: Council Agenda 9-16-2024

Meeting Date: 9/16/2024

Department: Parks and Rec

Agenda Item No. 4.f.

AGENDA ITEM: Authorize Staff to solicit bids for RFP COC-2407 - Shannon Springs Park - Design/Build Splash Pad Rehabilitation - Phase One.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Authorize Staff to solicit bids for RFP COC-2407 - Shannon Springs Park - Design/Build Splash Pad Rehabilitation - Phase One.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: September 16, 2024	(From)		

V. ATTACHMENTS:

1. RFP COC-2407 Chickasha Splash Pad Rehab



**Shannon Springs Park
Design/Build
Splash Pad Rehabilitation Phase One**

RFP COC-2407

CITY OF CHICKASHA

CHICKASHA, OKLAHOMA

SPECIFICATIONS & BIDDING DOCUMENTS

Contract Administered by:

**Spencer Winzenried
Parks and Recreation Director
117 N. 4th Street
Chickasha, OK 73018
(405) 320-3320
spencer.winzenried@chickasha.org**

Spencer Winzenried

Date

Request for Proposals – RFP COC-2407
Shannon Springs Park
Design/Build
Splash Pad Rehabilitation Phase One

Advertise Dates: **September 26, 2024**
 October 3, 2024

The City of Chickasha, Chickasha, Oklahoma is accepting sealed proposals for the Shannon Springs Park Design/Build Splash Pad Rehabilitation Phase One.

The project consists of removing and replacing and/or repairing splash pad elements including water control valves, underground water supply pipelines, system controls, spray features and surface coating in Chickasha, Oklahoma. This project is being funded by a Healthy Incentive Program Grant for Communities as administered by the Oklahoma Tobacco Settlement Endowment Trust. All grant conditions shall apply to this project.

Bids shall be made in accordance with this Request for Proposals and the Bidding Documents.

Sealed proposals shall be addressed to Susan M. McDaniel, City Clerk, City of Chickasha, 117 North 4th Street, Chickasha, Oklahoma 73018, and shall be labeled “RFP COC-2407, DO NOT OPEN” and “Shannon Springs Park Design/Build Splash Pad Rehabilitation Phase One.” Proposals shall be submitted no later than 1:30 p.m. local time on **October 16, 2024**. It is the sole responsibility of the proponent to ensure that this proposal is actually in the City Hall of the City of Chickasha prior to the expiration of the time and date stated above. Bids will be opened the same date at 1:30 p.m. in the City Conference Room, Second Floor – City Hall, 117 N. 4th Street, Chickasha, Oklahoma 73018.

The Issuing Office for the Bidding Documents is: City of Chickasha Parks and Recreation Department. Questions shall be emailed to Spencer Winzenried at spencer.winzenried@chickasha.org or by calling (405) 320-3320. Bidding Documents also may be examined at: City of Chickasha Website <http://www.chickasha.org/Bids.aspx>. Bid documents must be obtained by accessing the project on QUESTCDN.com, linked to the previously listed page.

Upon consideration of the proposals, the City of Chickasha reserves the right to accept or reject any and all proposals, to waive technicalities and to make any investigation deemed necessary concerning the proponent’s ability to provide the services as covered by the specifications, and to accept what in their judgment is the most advantageous proposal.

Due to the type of project this is, the contractor will be able to use sales tax and use tax exemptions on this project in accordance with Oklahoma Statutes.

Keith Johnson
Keith Johnson, City Manager

C E R T I F I C A T I O N

I certify that the above “Request for Proposal” was posted on the bulletin board of City Hall, City of Chickasha, Oklahoma, on the _____ day of _____ 2024.
Susan M. McDaniel, CMC - City Clerk

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: 9/12/2024	BID NO: COC-2407	TITLE: Shannon Springs Park Design/Build Splash Pad Rehabilitation Phase One	
NO BIDS WILL BE ACCEPTED AFTER: October 16, 2024 @ 1:30 p.m.		CONTRACT PERIOD	
VENDORS NAME:		REASON FOR NO BID:	
MAILING ADDRESS:			
CITY:	STATE:	ZIP:	TERMS:
AREA CODE:	TELEPHONE NO.	FAX NO.	DELIVERY:
E-MAIL ADDRESS			FEDERAL EMPLOYER IDENTIFICATION NO. OR SOCIAL SECURITY NO.

NON-COLLUSION AFFIDAVIT

(This bid is invalid if BOTH Affidavits are not signed and notarized)

STATE OF _____, COUNTY OF _____

_____ 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.

Bidder

Subscribed and sworn to before me this _____ day of _____, 20____

Notary

My Commission Expires:

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED!

BUSINESS RELATION AFFIDAVIT

(This bid is invalid if BOTH Affidavits are not signed and notarized)

STATE OF _____, COUNTY OF _____

_____ 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:

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:

(If none of the business relationships herein above mentioned exist; Affiant should so state).

Bidder

Subscribed and sworn to before me this _____ day of _____, 20____

Notary

My Commission Expires:

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.	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE
Base Bid	Splash Pad Water Control Valve and Box Rehabilitation, Complete	L.SUM	1	\$	\$
Alt Bid 1	Splash Pad Control Replacement, Complete	L.SUM	1	\$	\$
Alt Bid 2	Underground water supply pipeline replacement, including slab repair, Complete	LF	100	\$	\$
Alt Bid 3	Remove and Replace Splash Pad Candy Cane Feature, Complete	EA	1	\$	\$
Alt Bid 4	Remove and Replace Splash Pad Vertical Feature, Complete	EA	1	\$	\$
Alt Bid 4	Remove and Replace Splash Pad Surface Coating, Complete	SF	2,850	\$	\$
TOTAL BID (NUMBERS)				\$	\$
TOTAL BID (WORDS)					

ONLY ONE CONTRACT WILL BE AWARDED.

THE OWNER RESERVES THE RIGHT TO AWARD A CONTRACT FOR THE BASE BID AND ALTERNATE BIDS IN ANY COMBINATION.

I/We, the undersigned propose to provide, construct and install Shannon Springs Park Design/Build Splash Pad Rehabilitation Phase One, in Caddo County, Ok meeting or exceeding specifications as described herein:

Bidder: _____ By: _____
Name of Company *Signature & Title*

Mailing Address: _____

 Phone No Fax No Email

SUBSCRIBED AND SWORN TO BEFORE ME THIS ____ DAY OF ____ 20____.

MY COMMISSION EXPIRES:

 NOTARY PUBLIC

GENERAL PROVISIONS

1. Definitions

- A. "City" means the City of Chickasha or the Chickasha Municipal Authority.
- B. "Acquisition" means items, products, materials, supplies, services, and equipment the City acquires by purchase, lease purchase, or rental.
- C. "Bid" means an offer in the form of a bid, proposal, or quote a bidder submits in response to a solicitation;
- D. "Bidder" means an individual or business entity that submits a bid in response to a solicitation;
- E. "Solicitation" means a request or invitation by the City for a supplier to submit a priced offer to sell acquisitions to the City. A solicitation may be an invitation to bid, request for proposal, or a request for quotation; and
- F. "Supplier" or "Vendor" means an individual or business entity that sells or desires to sell acquisitions to the City.

2. Submission

Sealed bids will be received by the City of Chickasha for furnishing of equipment, materials, and supplies and incidental items necessary to perform the work as outlined in these specifications. Work will include Design/Build Rehabilitation of the Shannon Springs Park Splash Pad. Copies of all bid documents are available for inspection in the Office of the City Clerk. Bids are to be submitted to the City Clerk, City of Chickasha, 117 North 4th Street, Chickasha, OK 73018, no later than the date and time indicated on the BID FORM. Submission of a Bid shall constitute an agreement on the part of the Bidder to all terms and conditions contained therein.

Bids received by the City after the response due date and time shall be deemed non-responsive and shall NOT be considered for any resultant award.

3. Insurance and Bonds

The policies of insurance shall be executed by an insurance or indemnity carrier authorized to do business in the State of Oklahoma and shall in all respects conform to the requirement of Governmental Tort Claims Act, Title 51 Oklahoma Statutes Sections 151 et seq. With liability limits to be no less than the amount specified therein and with the City of Chickasha to be additional insured on all such required policies of insurance.

The successful Bidder will be required to execute the agreement and provide all necessary bonds and insurance within ten (10) calendar days from the date the Notice of Award is delivered to the Bidder.

The following bonds are required for this project:

- A. Performance Bond
- B. Maintenance Bond

If the total bid amount exceeds \$100,000 a Bid Bond shall be submitted with the bid in accordance with Oklahoma Statutes.

The following insurance documents are required for this project:

- A. General Liability
- B. Workers' Comp per Oklahoma Statutes.
- C. Auto Liability

The City shall be named as an additional insured.

4. Rejection of Bids

The city reserves the right to reject any and all bids, and any bids that do not comply with the requirements and specifications of the solicitation. A bid may be rejected when the bidder imposes terms or conditions that would modify requirements of the solicitation or limit the bidder's liability to the city.

5. Award of Contract

One contract will be awarded to the lowest and best bidder unless the solicitation specifies that the best value criteria is being used.

Only properly completed bids will be considered. A completed Bid shall include the following:

- A. A fully completed "Bid Form".
- B. A completed and Notarized "Non-Collusion Affidavit", "Business Relation Affidavit".
- C. A Certified, Cashier's Check or Bid Bond made payable to the City of Chickasha in an amount of Five percent (5%) of the total amount of the bid submitted if the total bid price exceeds \$100,000.00.

Any addenda issued to these specifications, if any, shall be considered part of the specifications, subject to ratification by the City of Chickasha at the time of awarding a contract for this project.

BID OPENING

Sealed bids shall be opened by the City Clerk at City Hall, 117 N. 4th, Chickasha, Oklahoma 73018 on the 16th day of October 2024 at 1:30 o'clock p.m. local time.

PRE BID MEETING

No pre-bid meeting will be held. However, all bidders shall inspect the site subject of this RFP. Inspections may be scheduled by calling Spencer Winzenried at (405) 320-3320.

City of Chickasha
Shannon Springs Park Design/Build Splash Pad Rehabilitation Phase One

INSTRUCTIONS TO BIDDERS

1. Bid documents shall be obtained from QUESTCDN.com. Bid documents, plans, and specifications may be examined at the City Clerk's Office, 117 N. 4th Street, Chickasha, Oklahoma 73018.
2. Any bid in excess of \$100,000 shall be accompanied by cashier's check or a certified check on a solvent bank in Oklahoma or a bid bond in the amount of five percent (5%) of the bid shall accompany the proposal of each bidder. The check or bond shall be made payable to the Owner. All checks or bonds will be returned to unsuccessful bidders. This check or bond shall be as a guarantee of contractor's ability to perform the contract bid upon, and that he will enter into a written contract with the Owner to perform said work and/or furnish said materials in accordance with said specifications and furnish the required bonds within ten (10) business days after the acceptance of his bid. No bidder may withdraw his bid for a period of sixty (60) days after the closing date for the receipt of bids.
3. In accordance with Oklahoma statutes, any bid must be accompanied by a Non-Collusion Affidavit and a Business Relations Affidavit. All bidders shall use the enclosed forms to satisfy this requirement.
4. Any bids received after the closing time will be returned unopened. Minority and small business owners are encouraged to submit proposals.
5. A Performance Bond and a Statutory Payment Bond in the amount of 100% of the contract price each with a Corporate Surety licensed in Oklahoma and approved by the Owner will be required for the faithful performance of the contract, and the bidder shall state in the proposal the name and address of the Surety or Sureties who will sign this bond in case the contract is awarded to him. Copies of required bond forms are included in the bid packet.
6. A Maintenance Bond in the amount of 100% of the contract price each with a Corporate Surety licensed in Oklahoma and approved by the Owner will be required.
7. This project shall be completed and final invoice received by March 1, 2025. If the project is not completed within the required time, \$500.00 per day liquidated damages shall be assessed for all calendar days thereafter. These damages may be deducted from progressive payments or the final payment.

City of Chickasha
Shannon Springs Park Design/Build Splash Pad Rehabilitation Phase One

SPECIFICATIONS

I. GENERAL CONDITIONS

- A. Successful bidder (Contractor) will be acting as an authorized agent of the City of Chickasha for rehabilitation of the existing Splash Pad and shall be authorized to access the property to prepare a quotation and to complete the work. The Contractor(s) will be issued a purchase order in the awarded amount of quotation. This will serve as a notice to proceed.
- B. Scope of Work – Design/Build Splash Pad Rehabilitation Phase One in Shannon Springs Park in Chickasha, Oklahoma.
 - a. Water Control Valve and Box rehabilitation
 - b. Splash Pad Control replacement
 - c. Underground water supply pipeline replacement
 - d. Remove and Replace Splash Pad Candy Cane feature
 - e. Remove and Replace Splash Pad unnamed vertical feature
 - f. Remove and Replace Splash Pad Surface Coating
- C. This project is being funded by a Healthy Incentive Program Grant for Communities as administered by the Oklahoma Tobacco Settlement Endowment Trust. All grant conditions shall apply to this project.
- D. Quoted prices shall remain valid for not less than 60-days.
- E. The prices bid shall be for completed work as specified herein.
- F. The City of Chickasha reserves the right to reject any and all bids.
- G. Contractor shall be responsible for Quality Control of all products and the work.
- H. The work shall proceed continuously from Notice to Proceed until Final Completion.
- I. Contractor shall perform all work consistent with OSDH and OSHA regulations and requirements.
- J. The contractor shall comply with the codes and ordinances of the City of Chickasha and all applicable laws of the State of Oklahoma.
- K. Contractor shall participate in a pre-work conference with the Owner before beginning work.
- L. All work shall comply with the applicable Rules, Codes and Standards listed in these Specifications, and all Federal, State and Local codes and ordinances, as well as any other authorities that may have lawful jurisdiction pertaining to the work specified. None of the terms or provisions of this specification shall be construed as waiving any of the rules, regulations or requirements of these authorities. The contractor shall procure all necessary permits or licenses to carry out his work.
- M. Purchases of materials for this project shall be exempt from Sales taxes and use taxes as provided for by State law.

- N. General working hours for this project will be from 7:00 a.m. to 6 p.m. Monday through Friday, excluding holidays. Work during other hours shall only be done by mutual agreement with City staff.
- O. The Contractor, by signing the bid proposal form herein, hereby represents that it shall hold the City of Chickasha, Chickasha, Oklahoma, its employees or agents, harmless from any liability resulting from property damages and/or personal injuries that occur during, or as a result of, the demolition activity.
- P. Contractor must keep the Parks and Recreation Director advised at all times of status of the project. Default in performance or failure to meet specifications authorizes the City to withhold payment and cancel the demolition of any remaining structures.
- Q. All costs in connection with the work, including furnishing of materials, supplies and appurtenances, providing all demolition equipment and tools, and performing all necessary labor to fully complete the work, shall be included in the unit price named in the proposal.
- R. Payment will be made after all work is completed and inspected.

II. SEQUENCE OF CONSTRUCTION

- A. Contractor shall provide written notice to the City of Chickasha two weeks in advance of starting work.
- B. All work shall be complete and final invoice received by March 1, 2025.
- C. OWNER and CONTRACTOR recognize that time is of the essence of this agreement and that OWNER will suffer financial loss if the work is not substantially complete within the time specified in II.B above, plus any extensions thereof allowed. They also recognize the delays, expense and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by OWNER if the work is not substantially completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER Five Hundred Dollars (\$500.00) for each day that expires after the time specified in paragraph II.B above for substantial completion until the work is substantially complete. Said liquidated damages, if any, may be deducted from progressive or final payments due the CONTRACTOR.

III. DETAILED SCOPE OF WORK

- A. The current splash pad system is a Vortex Aquatic Structures International system installed in 2007.
- B. Place safety fencing, barriers and/or signs in accordance with OSHA requirements to the close the splashpad to the public during the work.
- C. Water Control Valves and Valve Box.
 - 1. Remove and replace all control valves, check valves and control features.
 - 2. Clean and paint interior of valve control box.

3. Remove silt and debris from bottom and replace gravel to improve drainage.
- D. System Control Panel
1. Existing Control system is Vortex Aquatic Structures International Model 710.3000R03, 120VAC, 60 Hz, 4.0 A with a Siemens SIMATIC PANEL TOUCH screen. Control system is housed in a NEMA3-R Rainproof Strong Box enclosure by V.I.T. Products, Inc.
 2. Replace all electronics, wiring, display and hardware necessary to ensure a properly functioning system.
 3. Preserve existing NEMA enclosure.
- E. Underground Water Supply Pipelines
1. Repair/replacement is needed as evidenced by the following known conditions.
 - a. Features not working – Candy Cane and unnamed vertical spray feature.
 - b. Water leaks and surfaces on the east side of the splash pad.
 2. Repair requirements
 - a. Sawcut existing concrete slab full depth of slab.
 - b. Replace pipe in kind.
 - c. Disinfect and pressure test entire system prior to returning to service.
 - d. Width of concrete slab repair shall be a minimum of one foot wider than the trench dug for pipe repair/replacement, centered on the trench.
 - e. Use ODOT Class A Concrete or approved equivalent for slab repairs.
 - f. Use deformed rebar and epoxy to tie slab repairs to the existing slab.
- F. Feature Replacement
1. Remove and replace existing spray features. Connect to water supply.
 2. Substitutions shall be approved by the Owner.
 3. Features to be replaced
 - a. Candy Cane
 - b. Unnamed vertical feature with three (3) top-mounted arms and multiple spray/discharge points.
- G. Splash Pad Surface Coating
1. Remove and replace surface coating. Extend coating to provide full coverage of all exposed concrete.
 2. Surface preparation to be completed per manufacturer's recommendations.
 3. Colors shall match existing as approved by Owner. Provide test plots for proofing prior to full application.
 4. Acceptable products
 - a. PolySplash by FlexGround
 - b. Polysoft Safety Surfacing by AquaSeal

- c. My Splash Pad Anti-Slip Coating
- d. Approved Equivalent

END OF SPECIFICATIONS

INVOICE AFFIDAVIT

Any invoice submitted to the City of Chickasha for more than \$ 25,000.00 shall have a copy of this statement attached before payment will be made.

STATE OF _____)
COUNTY OF _____) S.S.

The undersigned _____, of lawful age being
(Contractor, Supplier or Engineer)
first duly sworn, on oath says that this invoice or claim is true and correct.

Affidavit further states that the _____ as shown
(work services or materials)
by this invoice or claim have been _____ in accordance
(completed or supplied)
with the plans, specifications, orders or request furnished the affidavit. Affiant further states that he/she has made no payment directly or indirectly to any elected official, officer or employee of the State of Oklahoma, any County or Local Subdivision of the State, of money or any other thing of value to obtain payment.

(Contractor, Supplier or Engineer)

Subscribed and sworn to me before this _____ day of _____ 20____.

Notary

My commission expires: _____

MAINTENANCE BOND

KNOWN ALL MEN BY THESE PRESENT:

That we, _____, as Principal, and _____, as Surety, are held and firmly bound unto the City of Chickasha, a Municipal Corporation in the State of Oklahoma, in full and just sum of _____ DOLLARS (\$ _____), such sum being equal to the contract amount, for a period of one (1) year such not being less than 100% of the contract price, for the payment of which, well and truly to be made, we and each of us, bind ourselves, and its successors and assigns, jointly and severally, firmly by these presents.

Dated this _____ day of _____, 20____.

The conditions of this obligation are such, that whereas, said Principal, has a certain contract between _____ and the City of Chickasha, dated the _____ day of _____, 20____, agree to construct in the City of Chickasha: Shannon Springs Park Design/Build Splash Pad Rehabilitation Phase One all in compliance with the plans and specifications therefore, made a part of said Contract and on file in the office of the Purchasing Agent of the City of Chickasha; and to maintain the said improvement in the amounts set forth above against failure due to workmanship or materials for a period of one (1) year from the date of acceptance of the project by the City of Chickasha.

NOW. THEREFORE, if said Principal shall pay or cause to be paid to the City all damage, loss, and expense which may result by reason of defective materials and/or workmanship in connection with said work, occurring within a period of one (1) year for all projects and for the construction of roads, streets, highways, and utilities from and after acceptance of said project by the Municipality; and if Principal shall pay or cause to be paid all labor and materials, including the prime contractor and all subcontractors; and if Principal shall save and hold the Municipality harmless from all damages, loss, and expense occasioned by or resulting from any failure whatsoever of said Principal, then this obligation shall be null and void; to be and remain in full force and effect.

It is further agreed that if the said Principal or Surety herein shall fail to maintain said improvements against any failure due to defective workmanship and/or materials for period of one (1) year and at any time repairs shall be necessary that the cost of making repairs shall be determined by the City of Chickasha, or some person or persons designated by them to ascertain

the same, and if, upon thirty (30) days notice, the said amount ascertained shall not be paid by the Principal or Surety herein, or if the necessary repairs are not made, that said amount shall become due upon the expiration of thirty (30) days and suit may be maintained to recover the amount so determined in any Court of competent jurisdiction. And that the amount so determined shall be conclusive upon the parties as to the amount due on this bond for the repair or repairs included therein, and that the cost of all repairs shall be so determined from time to time during the life of this bond as the condition of the improvements may require.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said Contract and deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, for the obligations of this Bond.

IN WITNESS WHEREOF, the said Principal has caused these present to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized so to do, officers, the day and year first above written.

ATTEST:

Company/Contractor

Secretary/Witness

By: _____
Principal

Surety

By: _____
Attorney In Fact

Approved by the City of Chickasha this ____ day of _____, 20__.

ATTEST:

CITY OF CHICKASHA

City Clerk

By: _____
Mayor

(Affix Corporate Seal to attested signature)

PERFORMANCE BOND

KNOWN ALL MEN BY THESE PRESENT:

That we, _____, as Principal, and _____, as Surety, are held and firmly bound unto the City of Chickasha, a Municipal Corporation in the State of Oklahoma, in the sum of _____ DOLLARS (\$ _____), for the payment of which, well and truly to be made, we and each of us, bind ourselves, and its successors and assigns, jointly and severally, firmly by these presents.

Dated this _____ day of _____, 20____.

The conditions of this obligation are such, that whereas, said Principal is the lowest and best bidder for the making of the following city work and improvements: Shannon Springs Park Design/Build Splash Pad Rehabilitation Phase One and has entered into a certain written contract with the City of Chickasha on the _____ day of _____, 20____, for the erection and construction of said work and improvement, all in exact compliance with the plans and specifications heretofore made a part of said contract and on file in the office of the Purchasing Agent of the City of Chickasha, and said contract is hereby made a part and parcel of this bond as if literally written herein.

NOW, THEREFORE, if the said Principal shall fully and faithfully execute the work and perform said contract according to its terms conditions and covenants, and in exact accordance with the bid of said Principal, and according to certain plans and specifications heretofore, made, adopted and placed on file in the office of the Purchasing Agent of the City of Chickasha and in accordance with the Prevailing Wage Scale promulgated by the Commissioner of Labor and on file in the Office of the Secretary of State pursuant to the provision of 40 O.S. 2001, Sections 196.1 – 196.12; as set out in the specifications herein; and shall promptly pay or cause to be paid, all indebtedness incurred by said Principal for the Principal's subcontractors and all suppliers of labor, material, rental of machinery or equipment, and or repair of and parts for equipment the contract requires the Principal to furnish; and shall protect and save harmless the said Municipality and all interested property owners against all claims, demands, causes of action, losses or damage, and expense to life or property suffered or sustained by any person,

firm or corporation by reason of negligence of the contractor or his or its agents, servants, or employees in the construction of said work, or by or in consequence of any improper execution of the work or act of omission or use of inferior materials by said contractor, or his or its agents, servants, or employees; and shall protect and save the Municipality harmless from all suits and claims of infringement of alleged infringement of patent rights or processes, then this obligation shall be void. Otherwise, this obligation shall remain in full force and effect.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, for the obligations of the Bond.

IN WITNESS WHEREOF, the said Principal has caused these present to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and the said Surety has caused these present to be executed in its name and its corporate seal to be affixed by its attorney-in-fact, duly authorized so to do, the day and year first above written.

ATTEST:

Company/Contractor

Secretary/Witness

By:

Principal

Surety

By:

Attorney In Fact

Approved by the City of Chickasha this ____ day of _____, 20____.

ATTEST:

CITY OF CHICKASHA

City Clerk

By:

Mayor

(Affix Corporate Seal to attested signature)

CHICKASHA

Meeting Type: Council Agenda 9-16-2024

Meeting Date: 9/16/2024

Department: City Clerk

Agenda Item No. 4.g.

AGENDA ITEM: Authorize Staff to solicit bids for RFP COC-2406 - Design/Build 2024 City Council Chambers A/V Improvements. .

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Authorize Staff to solicit bids for RFP COC-2406 - Design/Build 2024 City Council Chambers A/V Improvements. .

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: September 16, 2024	(From)		

V. ATTACHMENTS:

1. RFP COC-2406 Council Chambers AV TBS



**DESIGN/BUILD
2024 City Council Chambers A/V Improvements
RFP COC-2406**

CITY OF CHICKASHA

CHICKASHA, OKLAHOMA

SPECIFICATIONS & BIDDING DOCUMENTS

Contract Administered by:

**Shae Mortimer
Marketing & Civic Engagement Manager
117 N. 4th Street
Chickasha, OK 73018
405-222-6021
shae.mortimer@chickasha.org**

Shae Mortimer

Date

Request for Proposal – RFP COC-2406
DESIGN / BUILD
2024 City Council Chambers A/V Improvements

Advertise Dates: September 26, 2024
 October 3, 2024

The City of Chickasha, Oklahoma is accepting sealed proposals for Design / Build 2024 City Council Chambers A/V Improvements.

The project consists of design-build installation of various audio and visual aids in the Chickasha City Council Chambers, 117 N. 4th Street, Chickasha, Oklahoma.

Bids shall be made in accordance with this Invitation for Bids and the Bidding Documents.

Sealed proposals shall be addressed to Susan M. McDaniel, City Clerk, City of Chickasha, 117 North 4th Street, Chickasha, Oklahoma 73018, and shall be labeled “COC-2406, DO NOT OPEN” and “2024 City Council Chambers A/V Improvements.” Proposals shall be submitted no later than 1:30 p.m. local time on October 16, 2024. It is the sole responsibility of the proponent to ensure that this proposal is actually in the City Hall of the City of Chickasha prior to the expiration of the time and date stated above. Bids will be opened the same date at 1:30 p.m. in the City Conference Room, Second Floor – City Hall, 117 N. 4th Street, Chickasha, Oklahoma 73018.

The Issuing Office for the Bidding Documents is: City of Chickasha. Technical questions should be emailed to Shae Mortimer at shae.mortimer@chickasha.org or by calling 405-222-6021. Bidding Documents also may be examined at: City of Chickasha Website <http://www.chickasha.org/Bids.aspx>. Bid documents must be obtained by accessing the project on QUESTCDN.com, linked to the previously listed page.

Upon consideration of the proposals, the City of Chickasha reserves the right to accept or reject any and all proposals, to waive technicalities and to make any investigation deemed necessary concerning the proponent’s ability to provide the services as covered by the specifications, and to accept what in their judgment is the most advantageous proposal.

Keith Johnson
Keith Johnson, City Manager

C E R T I F I C A T I O N

I certify that the above “Request for Proposal” was posted on the bulletin board of City Hall, City of Chickasha, Oklahoma, on the _____ day of _____, 2024.

Susan M. McDaniel, CMC - City Clerk

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:	BID NO: COC-2406	TITLE: Design / Build 2024 City Council Chambers A/V Improvements	
NO BIDS WILL BE ACCEPTED AFTER: Wednesday, October 16, 2024 @ 1:30 p.m.		CONTRACT PERIOD	
VENDORS NAME:		REASON FOR NO BID:	
MAILING ADDRESS:			
CITY:	STATE:	ZIP:	TERMS:
AREA CODE:	TELEPHONE NO.	FAX NO.	DELIVERY:
E-MAIL ADDRESS			FEDERAL EMPLOYER IDENTIFICATION NO. OR SOCIAL SECURITY NO.

NON-COLLUSION AFFIDAVIT

(This bid is invalid if BOTH Affidavits are not signed and notarized)

STATE OF _____, COUNTY OF _____,

_____ 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.

Bidder

Subscribed and sworn to before me this _____ day of _____, 20____

Notary

My Commission Expires:

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED!

BUSINESS RELATION AFFIDAVIT

(This bid is invalid if BOTH Affidavits are not signed and notarized)

STATE OF _____, COUNTY OF _____,

_____ 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:

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:

(If none of the business relationships herein above mentioned exist; Affiant should so state).

Bidder

Subscribed and sworn to before me this _____ day of _____, 20____

Notary

My Commission Expires:

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.	DESCRIPTION	UNIT	ESTIMATED QTY	UNIT PRICE	TOTAL PRICE
1	ACOUSTIC MITIGATION, DESIGNED AND INSTALLED	L. SUM	1	\$	\$
2	MICROPHONES, INSTALLED	EACH	15	\$	\$
3	SPEAKERS, INSTALLED	EACH	4	\$	\$
4	SOUND BARS, INSTALLED	L. SUM	1	\$	\$
5	ADA-COMPLIANT ASSISTIVE LISTENING DEVICES, INSTALLED	EACH	2	\$	\$
6	SOUND SYSTEM PANEL, INSTALLED	EACH	1	\$	\$
7	MONITORS, INSTALLED	EACH	2	\$	\$
8	CAMERAS, INSTALLED	EACH	6	\$	\$
9	TRAINING, COMPLETE	HOURS	8	\$	\$
TOTAL BID				\$	

I/We, the undersigned propose to provide 2024 City Council Chambers A/V Improvements, in Chickasha, Ok meeting or exceeding specifications as described herein:

Time of Completion: _____

Bidder: _____ By: _____
Name of Company *Signature & Title*

Mailing Address: _____

 Phone No Fax No Email

SUBSCRIBED AND SWORN TO BEFORE ME THIS ____ DAY OF ____ 20____.

MY COMMISSION EXPIRES:

 NOTARY PUBLIC

GENERAL PROVISIONS

1. Definitions

- A. "City" means the City of Chickasha.
- B. "Acquisition" means items, products, materials, supplies, services, and equipment the City acquires by purchase, lease purchase, or rental.
- C. "Bid" means an offer in the form of a bid, proposal, or quote a bidder submits in response to a solicitation;
- D. "Bidder" means an individual or business entity that submits a bid in response to a solicitation;
- E. "Solicitation" means a request or invitation by the Director of Public Works for a supplier to submit a priced offer to sell acquisitions to the City. A solicitation may be an invitation to bid, request for proposal, or a request for quotation; and
- F. "Supplier" or "Vendor" means an individual or business entity that sells or desires to sell acquisitions to the city.

2. Submission

Sealed bids will be received by the City of Chickasha for furnishing of equipment, materials, and supplies and incidental items necessary to perform the work as outlined in these specifications. Copies of all bid documents are available for inspection in the Office of the City Clerk. Bids are to be submitted to the City Clerk, City of Chickasha, 117 North 4th Street, Chickasha, OK 73018, no later than the date and time indicated on the BID FORM. Submission of a Bid shall constitute an agreement on the part of the Bidder to all terms and conditions contained therein.

Bids received by the city after the response due date and time shall be deemed non-responsive and shall NOT be considered for any resultant award.

3. Insurance and Bonds

The policies of insurance shall be executed by an insurance or indemnity carrier authorized to do business in the State of Oklahoma and shall in all respects conform to the requirement of Governmental Tort Claims Act, Title 51 Oklahoma Statutes Sections 151 et seq. With liability limits to be no less than the amount specified therein and with the City of Chickasha to be additional insured on all such required policies of insurance.

The successful Bidder will be required to execute the agreement and provide all necessary bonds and insurance within ten (10) calendar days from the date the Notice of Award is delivered to the Bidder.

The following bonds are required for this project:

- A. Bid Bond
- B. Performance Bond
- C. Maintenance Bond or one-year warranty, including parts and labor

The following insurance documents are required for this project:

1. General Liability
2. Workers' Comp.
3. Auto Liability

The City shall be named as an additional insured.

4. Rejection of Bids

The city reserves the right to reject any and all bids, and any bids that do not comply with the requirements and specifications of the solicitation. A bid may be rejected when the bidder imposes terms or conditions that would modify requirements of the solicitation or limit the bidder's liability to the city.

5. Award of Contract

The City reserves the right to award or reject any and all bids. Award will be made to the Bidder who offers the bid that is most advantageous to the City.

Only properly completed bids will be considered. A completed Bid shall include the following:

1. A fully completed "Bid Form".
2. A completed and Notarized "Non-Collusion Affidavit", "Business Relation Affidavit".
3. A Certified, Cashier's Check or Bid Bond made payable to the City of Chickasha in an amount of Five percent (5%) of the total amount of the bid submitted.

Any addenda issued to these specifications, if any, shall be considered part of the specifications, subject to ratification by the City Council of the City of Chickasha at the time of awarding a contract for this project.

A Purchase Order to the Successful Bidder (Lessee) based on the bid(s) received from said bidder. This Purchase Order shall serve as the contract between the City and the Contractor.

BID OPENING

Sealed bids shall be opened by the City Clerk at City Hall, 117 N. 4th, Chickasha, Oklahoma 73018 on the 16th day of October a 1:30 o'clock p.m. local time.

PRE BID CONFERENCE

A pre-bid conference will be held on October 10, 2024 at 9:00 a.m. in the City Hall Conference Room, City Hall, 117 N. 4th, Chickasha, Oklahoma 73018. All bidders shall inspect the work site subject of this RFP prior to submitting a bid. Inspections may be scheduled by Shae Mortimer at 405-222-6021.

City of Chickasha
2024 City Council Chambers A/V Improvements

INSTRUCTIONS TO BIDDERS

1. Bid documents shall be obtained from QUESTCDN.com. Bid documents, plans, and specifications may be examined at the City Clerk's Office, 117 N. 4th Street, Chickasha, Oklahoma 73018.
2. No bidder may withdraw his bid for a period of sixty (60) days after the closing date for the receipt of bids.
3. Any bid must be accompanied by a Non-Collusion Affidavit and a Business Relations Affidavit. All bidders shall use the enclosed forms to satisfy this requirement.
4. Any bids received after the closing time will be returned unopened. Minority and small business owners are encouraged to submit proposals.
5. **All bidders must visit and inspect the site and shall be familiar with the physical characteristics and conditions at the site prior to submitting a bid.**

SPECIFICATIONS

1. GENERAL CONDITIONS

- 1.1. The City of Chickasha (Owner) will issue a Purchase Order to the Successful Bidder (Contractor), which shall serve as the contract for this work.
- 1.2. Scope of Work – Design-build audio/visual aid improvements in the City of Chickasha City Council Chambers.
 - 1.2.1. Mitigation of echoes impeding normal hearing, preferably by use of acoustic panels.
 - 1.2.2. Replace a minimum of 15 microphones and associated wiring if necessary at the Council dais, Staff tables and podium.
 - 1.2.3. Replace speakers with commercial grade speakers and/or sound bars.
 - 1.2.4. Add sound bars to key locations in the room as needed.
 - 1.2.5. Add a minimum of two ADA-compliant Assistive Listening Devices.
 - 1.2.6. Replace sound system control panel.
 - 1.2.7. Replace cameras and/or add cameras to ensure full coverage of speaker locations in the room.
 - 1.2.8. Provide a minimum of eight (8) hours onsite training to Staff in the operation and care of all new equipment.
- 1.3. Bidders shall submit as part of their bid in the space provided on the Bid Proposal form a proposed time of completion for all work, to be considered as part of their bid. Time of completion will be a consideration in making an award.
- 1.4. All equipment shall be provided to match existing equipment functionality at a minimum. Preference may be given to improved functionality.
- 1.5. The City of Chickasha reserves the right to reject any and all bids.
- 1.6. The City of Chickasha reserves the right to award any part or parts of the proposed work. Only one contract will be awarded under this RFP.
- 1.7. The City of Chickasha reserves the right to consider alternative proposals submitted in writing.
- 1.8. Contractor shall comply with the codes and ordinances of the City of Chickasha and all applicable laws of the State of Oklahoma.
- 1.9. Bidders, by signing the bid proposal form herein, hereby represent that they shall hold the City of Chickasha, Chickasha, Oklahoma, its employees or agents, harmless from any liability resulting from property damages and/or personal injuries that occur during, or as a result of the project.
- 1.10. Default in performance or failure to meet specifications authorizes the Owner to cancel the contract.
- 1.11. All costs in connection with the work, including furnishing of materials, supplies and appurtenances, providing all equipment and tools, and performing all necessary labor to fully complete the work, shall be the responsibility of the Contractor.
- 1.12. Contractor shall be responsible for Quality Control of all products and the work.
- 1.13. All work shall comply with the applicable Rules, Codes and Standards listed in these Specifications, and all Federal, State and Local codes and ordinances, as well as any other authorities that may have lawful jurisdiction pertaining to the work specified. None of the terms or

provisions of this specification shall be construed as waiving any of the rules, regulations or requirements of these authorities.

- 1.14. The contractor shall procure all necessary permits or licenses to carry out his work.
- 1.15. In any instance where these specifications call for materials for construction of a better quality or larger capacity than required by the codes, the provisions of these specifications shall take precedence. The codes shall govern in other cases of direct conflict between the codes and the specifications.
- 1.16. Purchases of materials for this project shall be exempt from Sales taxes and use taxes in accordance with Oklahoma Statutes.

2. ADDITIONAL REQUIREMENTS

- 2.1. All materials shall be new and shall be of standard production as offered by the manufacturer, unless otherwise approved by the Owner.
- 2.2. Contractor shall submit two hard copies of materials submittals for review and acceptance by the Owner prior to ordering materials. Submittals shall include color and material samples for evaluation of compatibility with existing room finishes and treatments.
- 2.3. Acoustic panels shall be architecturally compatible with the existing room finishes and treatments, as approved by the Owner.
- 2.4. Contractor shall provide written notice to the Contract Administrator two weeks in advance of starting work.
- 2.5. Preserve existing room finishes, treatments and furniture.
- 2.6. Schedule work so as to not interfere with City Council meetings and Staff meetings in the chambers. Coordinate with Contract Administrator.
- 2.7. All onsite work shall take place during the hours of 8:00 a.m. to 5:00 p.m. Monday through Friday, except City holidays.

CHICKASHA

Meeting Type: Council Agenda 9-16-2024

Meeting Date: 9/16/2024

Department: City Clerk

Agenda Item No. 4.h.

AGENDA ITEM: Approve the request from the Chickasha High School Student Council to conduct their annual homecoming parade on Friday, October 11, 2024.

I. BACKGROUND/DESCRIPTION:

A request has been received from the Chickasha High School Council for permission to conduct their annual homecoming parade on Friday, October 11, 2024, at 4:30 p.m.

They are requesting police escort. They are also requesting permission to have temporary barricades at designated streets during the parade.

An Indemnification Agreement will be prepared and a Certificate of Liability Insurance has already been provided.

II. RECOMMENDED ACTION:

Approve the request from the Chickasha High School Student Council to conduct their annual homecoming parade on Friday, October 11, 2024.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: September 16, 2024	(From)		

V. ATTACHMENTS:

1. 20240913132351261



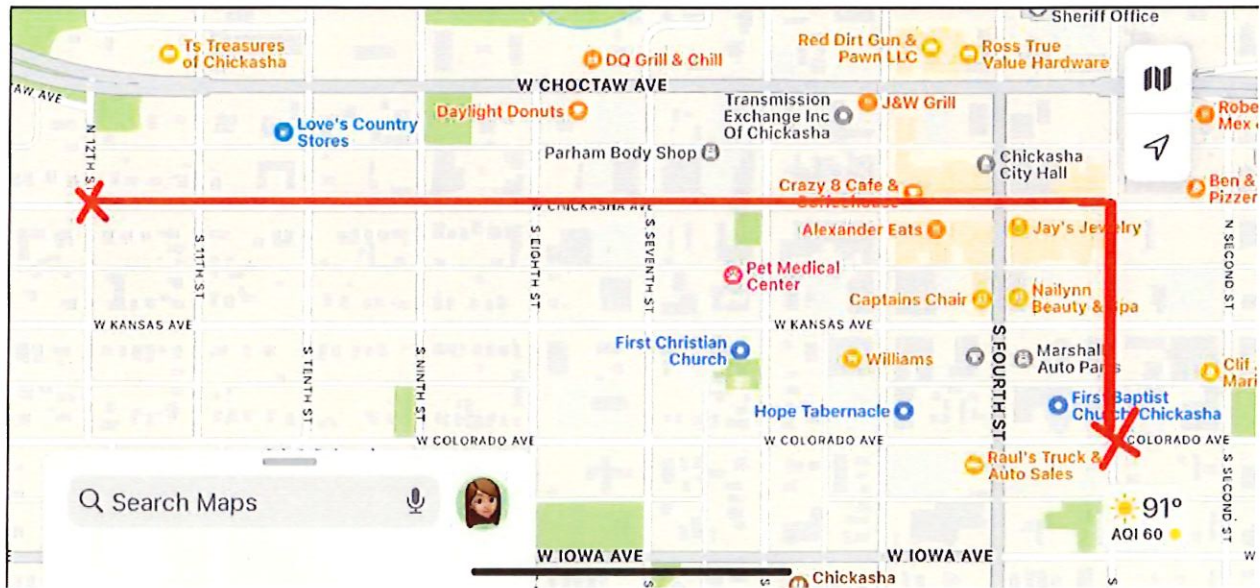
September 10th, 2024

To Whom It May Concern:

The CHS Student Council is requesting to hold the annual Homecoming Parade on Friday, October 11th, 2024. We request that it start at 3rd and Colorado, go north to 3rd and Chickasha Ave. and end at 12th and Chickasha Ave. The floats will arrive at 4:00 in the afternoon and the parade will begin at 4:30pm. We will need barricades and a police escort for this event. Thank you for your assistance each year and the time and manpower you use for this event.

Sincerely,

Miranda Molder
CHS Student Council Advisor
mmolder@chickasha.k12.ok.us





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/13/2024

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 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	Arthur J. Gallagher Risk Mgmt Services Inc P O Box 3142 Tulsa, OK 74101	CONTACT NAME:	Jennifer McKenzie		
		PHONE (A/C, No, Ext):	(918) 764-7137	FAX (A/C, No):	866-420-0695
		E-MAIL ADDRESS:	jennifer_mckenzie@ajg.com		
		INSURER(S) AFFORDING COVERAGE		NAIC #	
		INSURER A : Oklahoma Schools Insurance Group (a self-insured group)			
INSURED	Chickasha Public Schools as a Member of OSIG 900 W. Choctaw Ave Chickasha, OK 73018	INSURER B :			
		INSURER C :			
		INSURER D :			
		INSURER E :			
		INSURER F :			

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
A	GENERAL LIABILITY			OSIG-2024	07/01/2024	07/01/2025	EACH OCCURRENCE	\$ 1,000,000		
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$		
	☐ CLAIMS-MADE ☒ OCCUR						MED EXP (Any one person)	\$		
	☒ SBLI Claims Made						PERSONAL & ADV INJURY	\$		
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 10,000,000		
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	\$		
								\$		
	AUTOMOBILE LIABILITY								COMBINED SINGLE LIMIT (Ea accident)	\$
	☐ ANY AUTO						BODILY INJURY (Per person)	\$		
	☐ ALL OWNED AUTOS	☐ SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$		
☐ HIRED AUTOS	☐ NON-OWNED AUTOS		PROPERTY DAMAGE (Per accident)	\$						
						\$				
	UMBRELLA LIAB						EACH OCCURRENCE	\$		
	EXCESS LIAB						AGGREGATE	\$		
	DED							\$		
	RETENTION \$							\$		
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS	OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y/N	N/A				E.L. EACH ACCIDENT	\$		
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$		
							E.L. DISEASE - POLICY LIMIT	\$		

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

Re: Homecoming Parade to occur October 11, 2024

* General Liability/School Board Legal Liability/Automobile Liability subject to Oklahoma Governmental Tort Claims Act \$125,000 BI / \$25,000 PD / \$1,000,000 Ea Acc

CERTIFICATE HOLDER

CANCELLATION

Certificate Holder

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

CHICKASHA

Meeting Type: Council Agenda 9-16-2024

Meeting Date: 9/16/2024

Department: Administration

Agenda Item No. 4.i.

AGENDA ITEM: Approve an Easement Agreement with TPA VII, LLC and authorize Resolution 2024-23R 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:

II. RECOMMENDED ACTION:

Approve Resolution 2024-23R as presented.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: September 16, 2024	(From)		

V. ATTACHMENTS:

1. Res. 2024-23R TPA VII, LLC
2. 20240913144927759

RESOLUTION NO. 2024-23R

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 16th 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

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 9-16-2024

Meeting Date: 9/16/2024

Department: Finance

Agenda Item No. 4.j.

AGENDA ITEM: Acceptance of Claims List.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Accept Claims List.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: September 16, 2024	(From)		

V. ATTACHMENTS:

1. CM 09.16.24

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT		
NON-DEPARTMENTAL	GENERAL FUND	MISC ONE-TIME V NEWLIFE CHRISTIAN CHUR ION DEVELOPER LLC	DEPOSIT REFUND	125.00		
			STATE FEE	9.00		
			PLAN REVIEW FEE	110.00		
			ELEC NEW CONST. PERM	110.00		
			SOLAR ENERGY RESIDEN	110.00		
			NEW CONSTRUCTION FEE	55.00		
			CONVENIENCE FEE	12.80		
			TOTAL:	531.80		
ADMINISTRATION	GENERAL FUND	BANK OF AMERICA	JULY24STATEMENT	225.93		
			JULY24STATEMENT	539.17		
			JULY24STATEMENT	230.00		
			JULY24STATEMENT	120.00		
		EXPRESS STAR	PUBLISH ORD. 2024-05	1,039.80		
			PUBLISH CMA-2401	118.31		
		AT&T MOBILITY	ACCT: 2857309221664	384.82		
		SOLOMON STRATEGIC ADVISORS, LLC	LEADERSHIP PROGRAM	1,499.08		
		OMAG WORKERS'COMPENSATION	WORKERS'COMPENSATION	148.21		
		TOTAL:	4,305.32			
FIRE ADMINISTRATION	GENERAL FUND	BANK OF AMERICA	JULY24STATEMENT	89.94		
			JULY24STATEMENT	149.45		
			JULY24STATEMENT	383.00		
			JULY24STATEMENT	525.00		
		FUELMAN	AUG24STATMENT	1,836.53		
		AT&T MOBILITY	ACCT: 2857309221664	90.00		
			ACCT: 287290294564	812.81		
		PUBLIC SERVICE COMPANY OF OKLAHOMA	MISC ACCTS SEE DETAIL	1,875.64		
			MISC ACCTS SEE DETAIL LIST	626.18		
		SOLOMON STRATEGIC ADVISORS, LLC	LEADERSHIP PROGRAM	1,499.04		
		CLIA LABORATORY PROGRAM	FINAL CERTIFICATE FEE	248.00		
		OTA PIKEPASS	OTA PIKEPASS 080124-083124	113.45		
			OTA PIKEPASS FROM 022024	23.44		
		OMAG WORKERS'COMPENSATION	WORKERS'COMPENSATION	516.50		
		TOTAL:	8,788.98			
		POLICE ADMINISTRATION	GENERAL FUND	BANK OF AMERICA	JULY24STATEMENT	627.42
					JULY24STATEMENT	139.49
JULY24STATEMENT	431.75					
JULY24STATEMENT	45.00					
FUELMAN	AUG24STATMENT			575.61		
GRADY COUNTY LAW ENFORCEMENT CENTER	MONTHLY INVOICE			150.00		
PUBLIC SERVICE COMPANY OF OKLAHOMA	MISC ACCTS SEE DETAIL			2,233.19		
	MISC ACCTS SEE DETAIL			2,030.13		
SOLOMON STRATEGIC ADVISORS, LLC	LEADERSHIP PROGRAM			1,499.08		
SUMMIT UTILITIES	MISC GAS ACCOUNTS			84.41		
OMAG WORKERS'COMPENSATION	WORKERS'COMPENSATION			516.50		
UNIFIRST HOLDINGS, L.P.	MISC ACCOUNTS SEE DETAIL L			18.79		
MOTOROLA SOLUTIONS INC.	MAINTENANCE RENEWAL			7,270.80		
TOTAL:	15,622.17					
EMERGENCY MANAGEMENT	GENERAL FUND	BANK OF AMERICA	JULY24STATEMENT	53.54		
			JULY24STATEMENT	20.00		
		FUELMAN	AUG24STATMENT	256.75		
		OMAG WORKERS'COMPENSATION	WORKERS'COMPENSATION	68.75		
		TOTAL:	399.04			

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
CEMETERY SERVICES	GENERAL FUND	BANK OF AMERICA	JULY24STATEMENT	316.56
			JULY24STATEMENT	135.84
			JULY24STATEMENT	225.09
		EXPRESS SERVICES INC	CONTRACT LABOR	1,438.81
			CONTRACT LABOR	1,732.73
			CONTRACT LABOR	1,440.58
		AT&T MOBILITY	ACCT: 2857309221664	46.77
		ONIN HOLDINGS INC	CONTRACT LABOR	5,404.56
			CONTRACT LABOR	4,453.72
		SMALL ENGINE SERVICE	PARTS	188.67
			PARTS FOR MOWERS	249.18
		OMAG WORKERS'COMPENSATION	WORKERS'COMPENSATION	606.50
		WYNN, JEFFREY	GRAVE OPENING & CLOSINGS	3,580.00
			GRAVE OPENING & CLOSINGS	<u>1,240.00</u>
		TOTAL:		21,059.01
HUMAN RESOURCES	GENERAL FUND	BANK OF AMERICA	JULY24STATEMENT	29.96
			LEADERSHIP PROGRAM	1,499.08
			LEADERSHIP PROGRAM	1,499.08
		ALABASTER ADVISORS LLC	PHASE 2 LEADERSHIP	2,950.00
		OMAG WORKERS'COMPENSATION	WORKERS'COMPENSATION	27.12
		MOTIONWORKS PHYSICAL THERAPY	DRUG SCREENS	<u>140.00</u>
			TOTAL:	6,145.24
LIBRARY	GENERAL FUND	BANK OF AMERICA	JULY24STATEMENT	103.50
			JULY24STATEMENT	146.15
			JULY24STATEMENT	294.14
			JULY24STATEMENT	105.00
			JULY24STATEMENT	79.00
			JULY24STATEMENT	233.74
		OVERDRIVE	FUNDS FOR CONSORTIUM	1,000.00
			FUNDS FOR ADVANTAGE	1,000.00
		BAKER AND TAYLOR LLC	BOOK LEASING SERVICE	2,295.60
		AT&T MOBILITY	ACCT: 2857309221664	46.77
		PUBLIC SERVICE COMPANY OF OKLAHOMA	MISC ACCTS SEE DETAIL	2,465.32
		SOLOMON STRATEGIC ADVISORS, LLC	LEADERSHIP PROGRAM	1,499.08
		WORLD TRADE PRESS	COOKING DATABASE	600.00
		OMAG WORKERS'COMPENSATION	WORKERS'COMPENSATION	216.94
		INGRAM BOOK SERVICE	BOOK PURCHASES	<u>2,909.08</u>
			TOTAL:	12,994.32
STREET & STORM DRAINAG	GENERAL FUND	BANK OF AMERICA	JULY24STATEMENT	453.00
			JULY24STATEMENT	1,506.44
			JULY24STATEMENT	128.00
			JULY24STATEMENT	580.46
			JULY24STATEMENT	370.69
			JULY24STATEMENT	71.07
			JULY24STATEMENT	100.97
		FUELMAN	AUG24STATMENT	450.89
		EXPRESS SERVICES INC	CONTRACT LABOR	881.63
			CONTRACT LABOR	633.73
			CONTRACT LABOR	677.66
		MARSHALL AUTO PARTS	FILTERS	601.81
			FILTERS	80.38
		PUBLIC SERVICE COMPANY OF OKLAHOMA	MISC ACCTS SEE DETAIL	80.73
			MISC ACCTS SEE DETAIL	2,301.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			MISC ACCT SEE DETAIL LIST	16.45
			MISC ACCTS SEE DETAIL LIST	10,332.52
		EDWARDS ENTERPRISES RENTAL	PORABLE RESTROOM	125.00
		ONIN HOLDINGS INC	CONTRACT LABOR	5,558.88
			CONTRACT LABOR	5,565.02
		OTA PIKEPASS	OTA PIKEPASS 080124-083124	6.20
		LUTHER SIGN CO	SIGNS & CLAMPS	413.04
		OMAG WORKERS'COMPENSATION	WORKERS'COMPENSATION	18,556.05
		O'REILLY AUTO PARTS	PARTS & SUPPLIES	32.79
			PARTS & SUPPLIES	37.24
			PARTS & SUPPLIES	148.94
			PARTS & SUPPLIES	4.55
			PARTS & SUPPLIES	73.80
			JULY PARTS & SUPPLIES	639.98
			PARTS & SUPPLIES	143.65
			PARTS & SUPPLIES	13.88
			PARTS & SUPPLIES	6.99
			PARTS & SUPPLIES	69.40
			PARTS & SUPPLIES	76.39
		P & K EQUIPMENT	FILTERS	362.92
		UNIFIRST HOLDINGS, L.P.	MISC ACCOUNTS SEE DETAIL	397.09
			MISC ACCOUNTS SEE DETAIL	299.54
		DOLESE BROS CO	CONCRETE ROCK SAND ETC	587.00
		LOGAN COUNTY ASPHALT	COLE LAY ASPHALT	2,920.89
			TOTAL:	55,306.67
FLEET MAINTENANCE	GENERAL FUND	BANK OF AMERICA	JULY24STATEMENT	213.53
		OMAG WORKERS'COMPENSATION	WORKERS'COMPENSATION	0.04
			TOTAL:	213.57
ACCOUNTING SERVICES	GENERAL FUND	BANK OF AMERICA	JULY24STATEMENT	547.86
			JULY24STATEMENT	664.36
		AT&T MOBILITY	ACCT: 2857309221664	140.31
		SOLOMON STRATEGIC ADVISORS, LLC	LEADERSHIP PROGRAM	1,499.08
		OMAG WORKERS'COMPENSATION	WORKERS'COMPENSATION	108.48
			TOTAL:	2,960.09
COMM DEVEL/PLANNING SE	GENERAL FUND	BANK OF AMERICA	JULY24STATEMENT	82.08
			JULY24STATEMENT	386.72
			JULY24STATEMENT	601.88
			JULY24STATEMENT	141.00
			JULY24STATEMENT	315.00
			JULY24STATEMENT	123.00
		EXPRESS STAR	PUBLIC NOTICE 2700 34TH S	26.55
		AT&T MOBILITY	ACCT: 2857309221664	222.39
		SOLOMON STRATEGIC ADVISORS, LLC	LEADERSHIP PROGRAM	1,499.08
		OTA PIKEPASS	OTA PIKEPASS 080124-083124	18.95
		OMAG WORKERS'COMPENSATION	WORKERS'COMPENSATION	81.35
			TOTAL:	3,498.00
GENERAL GOVERNMENT	GENERAL FUND	IRON MOUNTAIN INC.	25V4J/7/24-8/27/24	233.20
		BANK OF AMERICA	JULY24STATEMENT	231.05
			JULY24STATEMENT	157.70
			JULY24STATEMENT	135.33
			JULY24STATEMENT	925.00
			JULY24STATEMENT	260.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		CHAFFIN, MICHAEL R.	JULY24STATEMENT	279.92
		FUELMAN	SEPT 24 JUDGE PAYMENT	1,800.00
		INTERURBAN	AUG24STATMENT	1,212.16
		STANDLEY SYSTEMS	EMPLOYEE LUNCHEON	1,865.00
		AMANDA MULLINS, PLLC	IT CONTRACT SEPT 24	3,575.00
		ASCENTIS CORPORATION	LEGAL MATTERS-AUG 2024	11,560.00
		CANADIAN VALLEY TECH CNT	TIMECLOCK SERVICES	1,478.65
		MARGARET MCMORROW-LOVE	CPR/SAFETY TRAINING	1,021.00
			LEGAL MATTERS-AUG 2024	<u>5,885.10</u>
			TOTAL:	30,619.11
BUILDING SERVICES	GENERAL FUND	RANDALL SCOTT VAUGHN dba CHISOLM TRAIL	ENGINEERING SERVICES	2,212.50
		BANK OF AMERICA	JULY24STATEMENT	286.98
			JULY24STATEMENT	482.87
			JULY24STATEMENT	150.00
		FUELMAN	AUG24STATMENT	700.30
		HUDSON PRICE ENGINEERING & INSPECTION,	12TH ST ENGINEERING REVIE	3,120.00
			ENGINEERING REVIEW ENCLAV	4,080.00
		OKLAHOMA UNIFORM BUILDING CODE COMMISS	AUGUST 2024 STATE FEES	<u>328.00</u>
			TOTAL:	11,360.65
FIRE OPERATIONS	GENERAL FUND	BANK OF AMERICA	JULY24STATEMENT	731.54
			JULY24STATEMENT	503.81
			JULY24STATEMENT	162.20
			JULY24STATEMENT	947.20
			JULY24STATEMENT	22.95
		FUELMAN	AUG24STATMENT	2,507.73
		BANNER FIRE EQUIPMENT	ENGINE 3 E-ONE TYPHOON	554.57
		OMAG WORKERS'COMPENSATION	WORKERS'COMPENSATION	19,063.50
		GRADY MEMORIAL HOSPITAL dba FIVE OAKS	RANDOM DRUG TEST	<u>33.00</u>
			TOTAL:	24,526.50
PATROL SERVICES	GENERAL FUND	AT&T	ACCT# 125548331	124.74
		BANK OF AMERICA	JULY24STATEMENT	740.00
			JULY24STATEMENT	796.54
			JULY24STATEMENT	192.18
			JULY24STATEMENT	20.00
			JULY24STATEMENT	875.00
		FUELMAN	AUG24STATMENT	3,372.19
		AT&T MOBILITY	ACCT: 2857309221664	89.81
			ACCT: 2857309221664	140.31
			ACCT:287299321017	1,463.51
		VALOR DEFENSE DEPOT, LLC	AMMO	12,963.70
		OTA PIKEPASS	OTA PIKEPASS 080124-083124	55.10
		OMAG WORKERS'COMPENSATION	WORKERS'COMPENSATION	28,222.25
		PRO AUTO CARE	REPAIRS #3822	1,323.17
			REPAIRS UNIT #4877	1,636.83
			REPAIRS UNIT #0911	<u>423.43</u>
			TOTAL:	52,438.76
INVESTIGATIONS	GENERAL FUND	OMAG WORKERS'COMPENSATION	WORKERS'COMPENSATION	<u>4,031.75</u>
			TOTAL:	4,031.75
ANIMAL CONTROL	GENERAL FUND	BANK OF AMERICA	JULY24STATEMENT	58.26
			JULY24STATEMENT	30.04
		FUELMAN	AUG24STATMENT	56.53

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		VERDEN VET	CONTRACT VET SERVICE	1,100.00
		AT&T MOBILITY	ACCT: 2857309221664	46.77
		PUBLIC SERVICE COMPANY OF OKLAHOMA	MISC ACCT SEE DETAIL LIST	1,227.24
		OMAG WORKERS'COMPENSATION	WORKERS'COMPENSATION	441.68
		GONZALEZ PEST CONTROL	PD ANIMAL CONTROL	50.00
			TOTAL:	3,010.52
MUNICIPAL COURT	GENERAL FUND	OMAG WORKERS'COMPENSATION	WORKERS'COMPENSATION	27.12
			TOTAL:	27.12
DISPATCH SERVICES	GENERAL FUND	BANK OF AMERICA	JULY24STATEMENT	9.88
		PUBLIC SERVICE COMPANY OF OKLAHOMA	MISC ACCTS SEE DETAIL LIST	598.62
		OMAG WORKERS'COMPENSATION	WORKERS'COMPENSATION	244.08
			TOTAL:	852.58
CODE COMPLIANCE	GENERAL FUND	BANK OF AMERICA	JULY24STATEMENT	544.06
			JULY24STATEMENT	7.02
			JULY24STATEMENT	30.00
			JULY24STATEMENT	419.47
		FUELMAN	AUG24STATMENT	838.53
		OMAG WORKERS'COMPENSATION	WORKERS'COMPENSATION	441.68
			TOTAL:	2,280.76
PARK MAINTENANCE	GENERAL FUND	BANK OF AMERICA	JULY24STATEMENT	914.16
			JULY24STATEMENT	288.36
			JULY24STATEMENT	37.08
			JULY24STATEMENT	21.24
			JULY24STATEMENT	3,603.09
			JULY24STATEMENT	264.82
			JULY24STATEMENT	2,268.77
			JULY24STATEMENT	90.00
			JULY24STATEMENT	286.84
		FUELMAN	AUG24STATMENT	461.14
		VERIZON WIRELESS	ACCT: 642099969-00001	80.02
		EXPRESS SERVICES INC	CONTRACT LABOR 8/28/24	2,880.48
			CONTRACT LABOR 9/4	2,789.25
			CONTRACT LABOR 9/11	2,613.19
		AT&T MOBILITY	ACCT: 2857309221664	211.78
		PUBLIC SERVICE COMPANY OF OKLAHOMA	MISC ACCTS SEE DETAIL	221.79
			MISC ACCTS SEE DETAIL	5,314.48
			MISC ACCT SEE DETAIL LIST	161.29
			MISC ACCTS SEE DETAIL LIST	287.73
		TURNPRO AQUATICS	ACCT:2535 SEPT 24 POND MAI	629.00
		ONIN HOLDINGS INC	CONTRACT LABOR	1,117.34
		WINZENRIED, SPENCER	MILEAGE REIMB.	276.04
		SOLOMON STRATEGIC ADVISORS, LLC	LEADERSHIP PROGRAM	1,499.08
		SUMMIT UTILITIES	MISC GAS ACCOUNTS	47.30
		OMAG WORKERS'COMPENSATION	WORKERS'COMPENSATION	2,492.50
		P & K EQUIPMENT	SERVICE ON TRACTOR	1,125.01
		UNIFIRST HOLDINGS, L.P.	MISC ACCOUNTS SEE DETAIL	97.04
			MISC ACCOUNTS SEE DETAIL	100.69
			TOTAL:	30,179.51
SPORTS COMPLEX	GENERAL FUND	PIONEER ATHLETIC/MANUFACTURING CO	SPORTS COMPLEX BASES	1,900.10
		BANK OF AMERICA	JULY24STATEMENT	1,009.93
			JULY24STATEMENT	25.58

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			JULY24STATEMENT	915.87
			JULY24STATEMENT	275.19
			JULY24STATEMENT	174.35
			JULY24STATEMENT	110.95
			JULY24STATEMENT	3,391.44
		FUELMAN	AUG24STATMENT	568.84
		EXPRESS SERVICES INC	CONTRACT LABOR 8/28/24	2,594.92
			CONTRACT LABOR 9/4	3,817.78
			CONTRACT LABOR 9/11	2,772.18
		AT&T MOBILITY	ACCT: 2857309221664	46.77
		HILLARY COMMUNICATIONS LLC	SPORTS COMPLEX WEB	124.33
		PUBLIC SERVICE COMPANY OF OKLAHOMA	MISC ACCTS SEE DETAIL	2,742.51
		ONIN HOLDINGS INC	CONTACT LABOR 8/30	2,213.78
		BOBBY JERNIGAN DBA ABSOLUTE PLUMBING	PLUMBING ISSUE SC	500.00
		ROBERTY SCOTT PYLE	CONCRETE WORK	2,100.00
		OMAG WORKERS'COMPENSATION	WORKERS'COMPENSATION	<u>1,246.25</u>
			TOTAL:	26,530.77
SHANNON SPRINGS (FOL)	GENERAL FUND	PUBLIC SERVICE COMPANY OF OKLAHOMA	MISC ACCTS SEE DETAIL LIST	<u>1,790.03</u>
			TOTAL:	1,790.03
GRANT(S)	GENERAL FUND	BANK OF AMERICA	JULY24STATEMENT	<u>175.33</u>
			TOTAL:	175.33
DONATIONS	DONATIONS FUND	BANK OF AMERICA	JULY24STATEMENT	758.00
			JULY24STATEMENT	<u>430.50</u>
			TOTAL:	1,188.50
EMERGENCY MEDICAL SERV	EMERGENCY MED SERV	BANK OF AMERICA	JULY24STATEMENT	6,385.59
			JULY24STATEMENT	699.98
		FUELMAN	AUG24STATMENT	3,193.06
		T-MOBILE USA INC	FIRE DEPARTMENT LINES	187.46
		OTA PIKEPASS	OTA PIKEPASS 080124-083124	49.82
		OMAG WORKERS'COMPENSATION	WORKERS'COMPENSATION	27,116.25
		BATES TRUCK REPAIR	RESCUE 1 2022 DODGE	2,194.24
		GRADY MEMORIAL HOSPITAL dba FIVE OAKS	PHYSICAL	22.00
			PHYSICAL	<u>178.00</u>
			TOTAL:	40,026.40
CHICKASHA INDUSTRIAL A	CHICKASHA INDUST A	BANK OF AMERICA	JULY24STATEMENT	80.65
			JULY24STATEMENT	15.91
			JULY24STATEMENT	99.00
		ECONOMIC DEVELOPMENT COUN	EDC MONTHLY CONTRACT AGREE	33,750.00
		PUBLIC SERVICE COMPANY OF OKLAHOMA	MISC ACCTS SEE DETAIL	289.78
			MISC ACCT SEE DETAIL LIST	29.73
		SOLOMON STRATEGIC ADVISORS, LLC	LEADERSHIP PROGRAM	1,499.08
		OMAG WORKERS'COMPENSATION	WORKERS'COMPENSATION	<u>27.12</u>
			TOTAL:	35,791.27
EMERGENCY 911	E-911 FUND	OPTIMUM	POLICE DEPT INTERNET	319.91
		AT&T	ACCT: 47100728394589	200.00
		AT&T MOBILITY	ACCT: 287343002989	93.54
		OPTIMUM B2B DEPT 1264	PD FIBRER SERVICE 9/5-10/4	766.50
		PUBLIC SERVICE COMPANY OF OKLAHOMA	MISC ACCTS SEE DETAIL	36.89
			MISC ACCTS SEE DETAIL LIST	19.51
		COLLABORATIVE LOGIC, LLC	REPAIRS	1,050.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		AT&T	ACCT: 40510300170628	166.08
		ACOG	TRAINING	<u>110.00</u>
			TOTAL:	2,762.43
UTILITY BILLING	CHICKASHA MUNICIPA	BANK OF AMERICA	JULY24STATEMENT	1,205.23
			JULY24STATEMENT	108.99
		US PAYMENTS LLC	PAYSITE FEE #1145	195.00
		DATAPROSE	UB PRINTING 8/1-8/31/24	6,536.44
		OMAG WORKERS'COMPENSATION	WORKERS'COMPENSATION	<u>81.35</u>
			TOTAL:	8,127.01
CMA - CAPITAL PROJECTS	CHICKASHA MUNICIPA	BANK OF AMERICA	JULY24STATEMENT	51.41
		OKLAHOMA CONTRACTORS SUPP	WATER LINE REPAIR PARTS	1,340.00
			WATER LINE REPAIR PARTS	<u>1,095.00</u>
			TOTAL:	2,486.41
CMA GENERAL	CHICKASHA MUNICIPA	CITY OF CHICKASHA	OPERATIONAL TRANSFER	<u>416,666.67</u>
			TOTAL:	416,666.67
PUBLIC WORKS ADMIN	CHICKASHA MUNICIPA	BANK OF AMERICA	JULY24STATEMENT	229.72
			JULY24STATEMENT	1,188.42
			JULY24STATEMENT	95.29
		SOLOMON STRATEGIC ADVISORS, LLC	LEADERSHIP PROGRAM	1,499.08
		OTA PIKEPASS	OTA PIKEPASS 080124-083124	148.57
		OMAG WORKERS'COMPENSATION	WORKERS'COMPENSATION	<u>516.50</u>
			TOTAL:	3,677.58
SANITATION DEPARTMENT	CHICKASHA MUNICIPA	OMAG WORKERS'COMPENSATION	WORKERS'COMPENSATION	3,711.21
		UNIFIRST HOLDINGS, L.P.	MISC ACCOUNTS SEE DETAIL	15.31
			MISC ACCOUNTS SEE DETAIL	15.07
		WASTE CONNECTIONS OF OKLAHOMA INC	ROLL OFF DUMP FEE	171.74
			CITY WASTE SERVICE	<u>206,347.27</u>
			TOTAL:	210,260.60
WATER PLANT	CHICKASHA MUNICIPA	PUBLIC SERVICE COMPANY OF OKLAHOMA	MISC ACCTS SEE DETAIL	66.43
			MISC ACCTS SEE DETAIL	290.11
			MISC ACCT SEE DETAIL LIST	12,032.62
			MISC ACCTS SEE DETAIL LIST	<u>3,938.09</u>
			TOTAL:	16,327.25
WASTEWATER PLANT	CHICKASHA MUNICIPA	USW UTILITY GROUP	9002 COPPER PUMP	3,517.20
		HUGHESNET	SME33359	113.83
		PUBLIC SERVICE COMPANY OF OKLAHOMA	MISC ACCTS SEE DETAIL	590.16
			MISC ACCTS SEE DETAIL	528.86
			MISC ACCTS SEE DETAIL LIST	4,429.76
		COGENT, INC	PARTS TO FIX CHAIN	<u>50,329.30</u>
			TOTAL:	59,509.11
LINE MAINTENANCE DEPT	CHICKASHA MUNICIPA	BANK OF AMERICA	JULY24STATEMENT	50.00
			JULY24STATEMENT	76.67
			JULY24STATEMENT	1,451.99
			JULY24STATEMENT	353.00
			JULY24STATEMENT	358.98
			JULY24STATEMENT	723.48
			JULY24STATEMENT	163.95
			JULY24STATEMENT	175.87

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			JULY24STATEMENT	889.58
		FUELMAN	AUG24STATMENT	538.11
		CHICKASHA INDUSTRIAL & WE	GLOVES SAFETY VESTS ETC	36.00
			HAND AND POWER TOOLS	35.74
			WELDING SUPPLIES	48.96
		MARSHALL AUTO PARTS	PARTS & SUPPLIES	299.00
			PARTS & SUPPLIES	850.77
		AT&T MOBILITY	ACCT: 2857309221664	639.89
		PUBLIC SERVICE COMPANY OF OKLAHOMA	MISC ACCT SEE DETAIL LIST	7,417.22
		ONIN HOLDINGS INC	CONTRACT LABOR	1,417.91
		RALPH AND SONS TIRE CENTE	TIRES	510.21
		OMAG WORKERS'COMPENSATION	WORKERS'COMPENSATION	5,307.25
		UNIFIRST HOLDINGS, L.P.	MISC ACCOUNTS SEE DETAIL	152.16
			MISC ACCOUNTS SEE DETAIL	<u>195.99</u>
			TOTAL:	21,692.73
LAKE CHICKASHA	CHICKASHA MUNICIPA	BANK OF AMERICA	JULY24STATEMENT	375.00
			JULY24STATEMENT	359.92
		OMAG WORKERS'COMPENSATION	WORKERS'COMPENSATION	441.68
			WORKERS'COMPENSATION	<u>108.46</u>
			TOTAL:	1,285.06
BUILDING MAINTENANCE	CHICKASHA MUNICIPA	HUGHESNET	SME33358	129.63
		BANK OF AMERICA	JULY24STATEMENT	204.47
		PUBLIC SERVICE COMPANY OF OKLAHOMA	MISC ACCTS SEE DETAIL	2,438.85
			MISC ACCT SEE DETAIL LIST	1,732.39
		SUMMIT UTILITIES	MISC GAS ACCOUNTS	46.12
		OMAG WORKERS'COMPENSATION	WORKERS'COMPENSATION	441.68
		UNIFIRST HOLDINGS, L.P.	MISC ACCOUNTS SEE DETAIL	10.56
			MISC ACCOUNTS SEE DETAIL	10.56
		BARRINGTON ELECTRIC	CONVERTING LIGHTS	560.00
			TWO NEW ELECTRICAL OUTLET	<u>467.15</u>
			TOTAL:	6,041.41
WATER PLANT PROJECT 20	CHICKASHA MUNICIPA	FREESE AND NICHOLS, INC	CPM - 2 CONCEPT DESIGN MA	911.82
			CPM - 3 PRELIMINARY DESIG	206,623.90
			CPM - 4 PRELIM DESIGN SPE	52,599.00
			CPM-3 PRELIM DESIGN	206,623.90
			CPM-3 PRELIM DESIGN	70,151.64
			CPM-4 PRELIM DSN SS	52,599.00
			CPM-4 PRELIM DSN SS	17,911.00
			LS-1 FINAL DESIGN	190,452.25
		BANK OF OKLAHOMA	OWRB NOTE 2023 DEBT PAY	<u>1,012,783.14</u>
			TOTAL:	1,810,655.65
AIRPORT	AIRPORT	BANK OF AMERICA	JULY24STATEMENT	539.22
			JULY24STATEMENT	813.95
			JULY24STATEMENT	1,354.61
			JULY24STATEMENT	442.00
			JULY24STATEMENT	77.24
		FUELMAN	AUG24STATMENT	446.16
		AT&T MOBILITY	ACCT: 2857309221664	93.54
		ASAP ENERGY, INC	AIRPORT FUEL PURCHASES	31,442.43
		PUBLIC SERVICE COMPANY OF OKLAHOMA	MISC ACCTS SEE DETAIL	1,563.89
		DIVERSIFIED CONSTRUCTION OF OKLAHOMA I	T-HANGARS	54,233.25
		W.L, MCNATT & COMPANY	2 BOX HANGARS	26,961.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		OMAG WORKERS'COMPENSATION	WORKERS'COMPENSATION	854.50
		UNIFIRST HOLDINGS, L.P.	MISC ACCOUNTS SEE DETAIL L	<u>52.60</u>
			TOTAL:	118,874.39
GENERAL	ARPA TARGETED GRAN	GUERNSEY & COMPANY	COMPREHENSIVE PLAN	<u>6,262.51</u>
			TOTAL:	6,262.51
CAPITAL PROJECTS	CAPITAL PROJECTS F	RANDALL SCOTT VAUGHN dba CHISOLM TRAIL	Ada Sipuel WM Easement	886.25
			COLORADO SANITARY SEWER	1,383.75
			WATER TREATMENT PLANT PRO	<u>900.00</u>
			TOTAL:	3,170.00
DEDICATED SALES TAX	CIP-DEDICATED SALE	GRADY CO. DIST #2	COTTON HWY81 TO RRT	83,057.06
			CRACK REPAIR MASTIC	36,750.00
			29 GRND TO CC ROAD	59,930.50
			16 CC TO PIKES PEAK	<u>161,147.25</u>
			TOTAL:	340,884.81
STREET & ALLEY	STREET AND ALLEY F	SIGNAL SYSTEM MANAGEMENT INC	SEPT 2024 MNGMT OF CENTRAL	<u>2,500.00</u>
			TOTAL:	2,500.00

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===== FUND TOTALS =====
11  GENERAL FUND                319,647.60
20  DONATIONS FUND              1,188.50
23  EMERGENCY MED SERV FUND    40,026.40
25  CHICKASHA INDUST AUTH      35,791.27
27  E-911 FUND                  2,762.43
31  CHICKASHA MUNICIPAL AUTH   2,556,729.48
39  AIRPORT                     118,874.39
44  ARPA TARGETED GRANTS        6,262.51
52  CAPITAL PROJECTS FUND       3,170.00
53  CIP-DEDICATED SALES TAX     340,884.81
54  STREET AND ALLEY FUND       2,500.00
-----
      GRAND TOTAL:              3,427,837.39
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SELECTION CRITERIA

SELECTION OPTIONS

VENDOR SET: 99-AP VENDOR LIST
VENDOR: All
CLASSIFICATION: All
BANK CODE: All
ITEM DATE: 0/00/0000 THRU 99/99/9999
ITEM AMOUNT: 99,999,999.00CR THRU 99,999,999.00
GL POST DATE: 0/00/0000 THRU 99/99/9999
CHECK DATE: 9/05/2024 THRU 9/17/2024

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 09.16.24
SIGNATURE LINES: 0

PACKET OPTIONS

INCLUDE REFUNDS: YES
INCLUDE OPEN ITEM:NO

CHICKASHA

Meeting Type: Council Agenda 9-16-2024

Meeting Date: 9/16/2024

Department: Finance

Agenda Item No. 4.k.

AGENDA ITEM: Acceptance of Resolution 2024-24R amending the FY24/25 Budget.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Accept Resolution 2024-24R amending the FY24/25 Budget.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: September 16, 2024	(From)		

V. ATTACHMENTS:

1. Res. 2024-24R Budget Amendment
2. 20240913150630992

RESOLUTION NO. 2024-24R

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF CHICKASHA,
GRADY COUNTY, STATE OF OKLAHOMA, AMENDING THE CITY OF
CHICKASHA ADOPTED BUDGET FOR FISCAL YEAR 2024-25**

WHEREAS, pursuant to the Oklahoma Municipal Budget Act, 11 O.S. Section 17-201 through 17-216, all steps in the process of developing the City's Budget for FY 2024-25 were followed, culminating the adoption of the Budget by the Mayor and Council on June 17, 2024; and

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

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

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

Section 1. The adopted FY 2024-25 Budget for the GENERAL Fund #11 is hereby amended and attached hereto as "Exhibit A".

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

Adopted this 16th day of September 2024.

Zachary Grayson, Mayor

ATTEST:

Susan M. McDaniel, CMC - City Clerk

(SEAL)

Exhibit A
CITY OF CHICKASHA

BUDGET AMENDMENT FORM

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

Fund: GENERAL
Fund No.: 11
Amendment No.: 1
Fiscal Year: 2024-2025

Account #	Account Name	Estimated Revenue(s)		Appropriation(s)	
		Increase	Decrease	Increase	Decrease
4700-001	AVAILABLE FUND BALANCE	10,722.00			
570-5101-695.1	OVERTIME (2024)			10,304.00	
570-5208-673.1	COMMUNITY OUTREACH (2024)			418.00	
TOTALS		10,722.00	-	10,722.00	-

EXPLANATION:

To reflect Balance of Office of Attorney General 2024 Safe Oklahoma Grant Program received in prior year

Approved by City Manager:

Date _____ Signature _____

Approved by City Council:

Date _____ Signature _____

CHICKASHA

Meeting Type: Council Agenda 9-16-2024

Meeting Date: 9/16/2024

Department: Fire Department

Agenda Item No. 6.a.

AGENDA ITEM: Discussion, consideration, and possible action to approve financing for the 100' Aerial Fire Truck and Engine/Pumper Truck.

I. BACKGROUND/DESCRIPTION:

Council approved the lease/purchase of a 100' Aerial and a Pumper/Engine through Heartland Fire trucks/Sutphen on 9/3/2024. Staff has worked diligently to find the best option(s) for financing over the last 45 days. Staff has met with local banks and national leasing companies who specialize in these types of agreements.

Financing options will be presented at the meeting on Monday, September 16th. Options will be added to the Council Item once they have been compiled.

II. RECOMMENDED ACTION:

Staff will present financing options and recommendations at the meeting on Monday, September 16th.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: September 16, 2024	(From)		

V. ATTACHMENTS:

- 20240916173312577

CHICKASHA

Meeting Type: Council Agenda 9-16-2024

Meeting Date: 9/16/2024

Department: Community Development

Agenda Item No. 6.b.

AGENDA ITEM: Discussion, consideration and possible action to approve Resolution No. 2024-22R APPROVING AND ACCEPTING THE FIRST AMENDMENT TO THE TRUST INDENTURE CREATING THE CHICKASHA MUNICIPAL AIRPORT AUTHORITY DATED AUGUST 16, 1993; APPROVING AND AUTHORIZING AMENDING ARTICLE III OF THE TRUST INDENTURE BY DELETING PART (H) SO AS TO REMOVE THE PRIMARY PURPOSES OF THE TRUST AND TO REPLACE PART (H) WITH PURPOSES TO ALLOW FOR THE PROMOTION OF ECONOMIC DEVELOPMENT, THE DEVELOPMENT OF THE AERONAUTICAL INDUSTRY WITHIN AND WITHOUT THE TERRITORIAL LIMITS OF THE BENEFICIARY MUNICIPALITY, AND TO PROVIDE ADDITIONAL EMPLOYMENT OPPORTUNITIES WITH THE INTENT TO BENEFIT AND STRENGTHEN THE ECONOMY OF THE BENEFICIARY AND THE STATE OF OKLAHOMA; APPROVING AND AUTHORIZING AMENDING ARTICLE VII (A)(2) OF THE TRUST INDENTURE TO PROVIDE THAT THE POWERS HELD BY THE TRUSTEES RELATING TO PROPERTY OF THE TRUST APPLIES TO REAL AND PERSONAL PROPERTY; AUTHORIZING AND APPROVING THE EXECUTION OF THE FIRST AMENDMENT TO THE TRUST INDENTURE; AND CONTAINING OTHER PROVISIONS RELATING THERETO.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Approve Resolution 2024-22R as presented.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: September 16, 2024	(From)		

V. ATTACHMENTS:

1. Res. 2024 -22R City Resolution
2. FIRST AMENDMENT TO THE TRUST INDENTURE

RESOLUTION #2024-22R

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF CHICKASHA, GRADY COUNTY, STATE OF OKLAHOMA, APPROVING AND ACCEPTING THE FIRST AMENDMENT TO THE TRUST INDENTURE CREATING THE CHICKASHA MUNICIPAL AIRPORT AUTHORITY DATED AUGUST 16, 1993; APPROVING AND AUTHORIZING AMENDING ARTICLE III OF THE TRUST INDENTURE BY DELETING PART (H) SO AS TO REMOVE THE PRIMARY PURPOSES OF THE TRUST AND TO REPLACE PART (H) WITH PURPOSES TO ALLOW FOR THE PROMOTION OF ECONOMIC DEVELOPMENT, THE DEVELOPMENT OF THE AERONAUTICAL INDUSTRY WITHIN AND WITHOUT THE TERRITORIAL LIMITS OF THE BENEFICIARY MUNICIPALITY, AND TO PROVIDE ADDITIONAL EMPLOYMENT OPPORTUNITIES WITH THE INTENT TO BENEFIT AND STRENGTHEN THE ECONOMY OF THE BENEFICIARY AND THE STATE OF OKLAHOMA; APPROVING AND AUTHORIZING AMENDING ARTICLE VII (A)(2) OF THE TRUST INDENTURE TO PROVIDE THAT THE POWERS HELD BY THE TRUSTEES RELATING TO PROPERTY OF THE TRUST APPLIES TO REAL AND PERSONAL PROPERTY; AUTHORIZING AND APPROVING THE EXECUTION OF THE FIRST AMENDMENT TO THE TRUST INDENTURE; AND CONTAINING OTHER PROVISIONS RELATING THERETO.

WHEREAS, the Chickasha Municipal Airport Authority was created pursuant to the Trust Indenture dated the 16th Day of August, 1993, for the use and benefit of the City of Chickasha, Oklahoma; and

WHEREAS, the Trust and each Trustee thereto has determined to amend Article III of the Trust Indenture to remove the primary purposes of the Trust so as to broaden the purposes of the Trust to allow for the promotion of economic development, the development of the aeronautical industry within and without the territorial limits of the Beneficiary municipality, and to provide additional employment opportunities with the intent to benefit and strengthen the economy of the Beneficiary and the State of Oklahoma; and

WHEREAS, the Trust and each Trustee thereto has determined to amend Article VII (a)(2) of the Trust Indenture to provide that the powers held by the Trustees relating to property of the Trust applies to real and personal property; and

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CHICKASHA, GRADY COUNTY, STATE OF OKLAHOMA:

SECTION 1. APPROVAL OF FIRST AMENDMENT. The City of Chickasha, Oklahoma (the “City”), as Beneficiary of the Chickasha Municipal Airport Authority (the “Authority” or “Trust”) hereby approves and accepts the First Amendment to the Trust Indenture Creating the Chickasha Development Trust Dated August 16, 1993.

SECTION 2. APPROVAL OF FIRST AMENDMENT. The City hereby approves and accepts the Authority's First Amendment to Article III and Article VII (a)(2) of the Trust Indenture to hereinafter read as follows, to-wit:

1. Article III, Purposes, shall be amended to read in its entirety as follows:

The purposes of this Trust, for and on behalf of the Beneficiary as hereinafter described, are:

(a) To furnish and supply to the United States of America, the State of Oklahoma, the Beneficiary and/or any governmental agency or instrumentality or any of the them, or to any one or more of them, buildings, equipment and other facilities for all purposes that are authorized or proper as a function of the Beneficiary, as or if expressly authorized by law for the furtherance of the general convenience, welfare, public health and safety of the Beneficiary and its inhabitants,

(b) To institute, furnish, provide and supply services and facilities for the conservation and implementation of the public welfare and protection and promotion of the public health to the United States of America, the State of Oklahoma, the Beneficiary, and to agencies, instrumentalities and subdivisions of any thereof, to such extent and in such manner as now is or hereafter shall be a proper function of the Beneficiary s or ii expressly authorized by law for the furtherance of the general convenience, welfare, public health and safety of the Beneficiary and its inhabitants.

(c) For the furtherance of the greater convenience and welfare of the Beneficiary and the inhabitants thereof, to provide and/or to aid in providing and/or to participate in providing to the United States of America, the State of Oklahoma, the Beneficiary, and /or any agency or instrumentality of either or any of them, or to any one or more of them, facilities and/or services of any and/or all kinds necessary or convenient for the functioning thereof;

(d) To hold, maintain and administer any leasehold rights in and to properties of the Beneficiary demised to the Trustees, and to comply with the terms and conditions of any leases providing said rights;

(e) To acquire by lease, purchase or otherwise, and to hold, construct, install, equip, repair, enlarge, furnish, maintain and operate or otherwise deal with, any and all physical properties and facilities needful or convenient for utilization in executing or promoting the execution of the trust purposes, or which may be useful in securing, developing and maintaining industry and industrial, manufacturing or other activities in the Beneficiary and territory in proximity thereto, or which may be useful in promoting culture and education; to lease, rent, furnish, provide, relinquish, sell or otherwise dispose of, or otherwise make provision for, any or all

of said properties and facilities either in execution of any of the trust purposes or in the event that any thereof shall no longer be needful for such purposes;

(f) To provide funds for the costs of financing, acquiring, constructing, installing, equipping, repairing, remodeling, improving, extending, enlarging, maintaining, operating, administering and disposing of or otherwise dealing with any of the physical properties and facilities, and for administering the Trust for any or all of the trust purposes, and for all other charges, costs and expenses incidental thereto; and in so doing to incur indebtedness, either unsecured or secured by any part or parts of the Trust Estate and/or revenues thereof.

(g) To expend all funds coming into the hands of the Trustees, as revenue or otherwise, in the payment of any of the aforesaid costs and expenses, and in the payment of any indebtedness incurred by the Trustees for the purposes specified herein, and in the payment of any other debt or obligation properly chargeable against the Trust Estate, and to distribute the residue and remainder of such funds to the Beneficiary for the payment of all or any part of the principal and/or interest of any bonded indebtedness of the Beneficiary and/or for any one or more authorized or proper purposes of the Beneficiary as shall be specified by the Trustees hereunder; and

(h) To promote economic development, the development of the aeronautical industry within and without the territorial limits of the Beneficiary municipality, and to provide additional employment which will benefit and strengthen the economy of the Beneficiary and the State of Oklahoma.

For all purposes of this Section, the word "facilities" as used herein means real estate and all rights, privileges, benefits, and appurtenances thereto, also buildings, structures, installations, and all personal property whatsoever, and all rights, privileges and benefits pertaining or relating thereto.

2. Article VII, Powers and Duties of Trustees Part (a)(2) shall be amended to read as follows:

(a) The Trustees, in the manner hereinafter set forth, shall do, or cause to be done, all things which are incidental, necessary, proper or convenient to carry fully into effect the purposes enumerated in Section III of this Agreement, with the general authority hereby given being intended to make fully effective the power of the Trustees under this instrument; and, to effectuate said purposes, the Trustees are specifically authorized (but their general powers are not limited hereby, notwithstanding any specific enumeration or description), in a lawful manner:

...

(2) To own, hold, manage, and in any manner to convey, lease, assign, liquidate, dispose of, sell, compromise, or realize upon, any property (real or

personal), contract, franchise, lease, right, privilege, benefit, chose in action or other thing of value, and to exercise any and all power necessary or convenient with respect to the same;

...

SECTION 3. AUTHORIZING AND ACCEPTING EXECUTION. The First Amendment to the Trust Indenture Creating the Chickasha Municipal Airport Authority as executed and set forth in the First Amendment to Trust Indenture Creating the Chickasha Municipal Airport Authority is hereby authorized, agreed to, consented and approved by the Mayor and City Council of the City of Chickasha, Oklahoma. Except as amended herein, the original Trust Indenture dated August 16, 1993 shall remain valid and enforceable in all respects.

SECTION 4. BENEFICIAL INTEREST. The City is hereby declared to be beneficiary of the public trust as created by the Trust Indenture Creating the Chickasha Municipal Airport Authority dated August 16, 1993, and as amended by the First Amendment to the Trust Indenture Creating the Chickasha Municipal Airport Authority dated _____, 2024, and the City accepts said Trust as Beneficiary thereof. The Acceptance of Beneficial Interest of the Trust as executed by the Mayor and the City Clerk is hereby ratified and confirmed and shall be effective as of _____, 2024

ADOPTED AND APPROVED by the Mayor and City Council of the City of Chickasha, Oklahoma, this 16th day of September 2024.

Zachary Grayson, MAYOR

ATTEST:

Susan M. McDaniel, CMC - CITY CLERK

**FIRST AMENDMENT TO THE TRUST INDENTURE
CREATING THE CHICKASHA MUNICIPAL AIRPORT AUTHORITY**

The **TRUST INDENTURE** creating the Chickasha Municipal Airport Authority (“Authority or CMAA”) made and entered into the 16th Day of August, 1993, is hereby amended as follows:

WHEREAS, the Chickasha Municipal Airport Authority has been created pursuant to the Trust Indenture dated the 16th Day of August, 1993, for the benefit of the City of Chickasha, Oklahoma; and

WHEREAS, the Trust Indenture presently provides for the primary purposes of the Trust to provide the City of Chickasha with real estate for proper governmental purposes, including promotion of public welfare and health and real estate for the necessary functioning of the City of Chickasha; and

WHEREAS, it would be beneficial to the City of Chickasha for the Chickasha Municipal Airport Authority to have the ability to exercise powers necessary to support proper governmental purposes as fully authorized by law; and

WHEREAS, it would be beneficial to the City of Chickasha for the Chickasha Municipal Airport Authority to remove the primary purposes of the Trust and to broaden the purposes of the Trust to allow for the promotion of economic development, the development of the aeronautical industry within and without the territorial limits of the Beneficiary municipality, and to provide additional employment opportunities with the intent to benefit and strengthen the economy of the Beneficiary and the State of Oklahoma; and

WHEREAS, it would be beneficial to the City of Chickasha for the Chickasha Municipal Airport Authority to have the ability to own, hold, manage, and in any manner to convey, lease, assign, liquidate, dispose of, sell, compromise, or realize upon, any property (real or personal), contract, franchise, lease, right, privilege, benefit, chose in action or other thing of value, and to exercise any and all power necessary or convenient with respect to the same;

NOW, THEREFORE, the parties hereto agree to enter into this amendment to the Trust Indenture as follows, to-wit:

1. Article III, Purposes, shall be amended to read in its entirety as follows:

The purposes of this Trust, for and on behalf of the Beneficiary as hereinafter described, are:

- (a) To furnish and supply to the United States of America, the State of Oklahoma, the Beneficiary and/or any governmental agency or instrumentality or any of the them, or to any one or more of them, buildings, equipment and other facilities for all purposes that are authorized or proper as a function of the Beneficiary, as or if expressly authorized by law for the furtherance of the general

convenience, welfare, public health and safety of the Beneficiary and its inhabitants,

(b) To institute, furnish, provide and supply services and facilities for the conservation and implementation of the public welfare and protection and promotion of the public health to the United States of America, the State of Oklahoma, the Beneficiary, and to agencies, instrumentalities and subdivisions of any thereof, to such extent and in such manner as now is or hereafter shall be a proper function of the Beneficiary s or ii expressly authorized by law for the furtherance of the general convenience, welfare, public health and safety of the Beneficiary and its inhabitants.

(c) For the furtherance of the greater convenience and welfare of the Beneficiary and the inhabitants thereof, to provide and/or to aid in providing and/or to participate in providing to the United States of America, the State of Oklahoma, the Beneficiary, and /or any agency or instrumentality of either or any of them, or to any one or more of them, facilities and/or services of any and/or all kinds necessary or convenient for the functioning thereof;

(d) To hold, maintain and administer any leasehold rights in and to properties of the Beneficiary demised to the Trustees, and to comply with the terms and conditions of any leases providing said rights;

(e) To acquire by lease, purchase or otherwise, and to hold, construct, install, equip, repair, enlarge, furnish, maintain and operate or otherwise deal with, any and all physical properties and facilities needful or convenient for utilization in executing or promoting the execution of the trust purposes, or which may be useful in securing, developing and maintaining industry and industrial, manufacturing or other activities in the Beneficiary and territory in proximity thereto, or which may be useful in promoting culture and education; to lease, rent, furnish, provide, relinquish, sell or otherwise dispose of, or otherwise make provision for, any or all of said properties and facilities either in execution of any of the trust purposes or in the event that any thereof shall no longer be needful for such purposes;

(f) To provide funds for the costs of financing, acquiring, constructing, installing, equipping, repairing, remodeling, improving, extending, enlarging, maintaining, operating, administering and disposing of or otherwise dealing with any of the physical properties and facilities, and for administering the Trust for any or all of the trust purposes, and for all other charges, costs and expenses incidental thereto; and in so doing to incur indebtedness, either unsecured or secured by any part or parts of the Trust Estate and/or revenues thereof.

(g) To expend all funds coming into the hands of the Trustees, as revenue or otherwise, in the payment of any of the aforesaid costs and expenses, and in the payment of any indebtedness incurred by the Trustees for the purposes specified herein, and in the payment of any other debt or obligation properly chargeable

against the Trust Estate, and to distribute the residue and remainder of such funds to the Beneficiary for the payment of all or any part of the principal and/or interest of any bonded indebtedness of the Beneficiary and/or for any one or more authorized or proper purposes of the Beneficiary as shall be specified by the Trustees hereunder; and

(h) To promote economic development, the development of the aeronautical industry within and without the territorial limits of the Beneficiary municipality, and to provide additional employment which will benefit and strengthen the economy of the Beneficiary and the State of Oklahoma.

For all purposes of this Section, the word "facilities" as used herein means real estate and all rights, privileges, benefits, and appurtenances thereto, also buildings, structures, installations, and all personal property whatsoever, and all rights, privileges and benefits pertaining or relating thereto.

2. Article VII, Powers and Duties of Trustees Part (a)(2) shall be amended to read as follows:

(a) The Trustees, in the manner hereinafter set forth, shall do, or cause to be done, all things which are incidental, necessary, proper or convenient to carry fully into effect the purposes enumerated in Section III of this Agreement, with the general authority hereby given being intended to make fully effective the power of the Trustees under this instrument; and, to effectuate said purposes, the Trustees are specifically authorized (but their general powers are not limited hereby, notwithstanding any specific enumeration or description), in a lawful manner:

...

(2) To own, hold, manage, and in any manner to convey, lease, assign, liquidate, dispose of, sell, compromise, or realize upon, any property (real or personal), contract, franchise, lease, right, privilege, benefit, chose in action or other thing of value, and to exercise any and all power necessary or convenient with respect to the same;

...

Except as specifically amended herein, the **TRUST INDENTURE** creating Chickasha Municipal Airport Authority ("Authority or CMAA") made and entered into the 16th Day of August 1993, shall remain in full force and effect. The Trustees accept the Trust as herein amended and agree to carry out the provisions contained therein on their part to be performed.

IN WITNESS WHEREOF, the Trustees have hereunto set their hands this 16th day of September, 2024.

Zachary Grayson, Chairman of the Trustees

Georgianne Hebblethwaite, Vice-Chairman

Kea Ginn, Trustee

Oscar Nelson, Trustee

Kelly Boyd, Trustee

John Smith, Trustee

Brian Gerdes, Trustee

Erica Alexander, Trustee

Charlie Burruss, Trustee

STATE OF OKLAHOMA)
)
COUNTY OF GRADY)

Before me the undersigned, a Notary Public in and for said County and State on this 16th Day of September, 2024, personally appeared

_____, Trustees, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires:

Notary Public

IN WITNESS WHEREOF, the Mayor Council Members for the City of Chickasha, Oklahoma, have hereunto set their hands this 16th day of September 2024.

Zachary Grayson, Mayor

Georgiane Hebblethwaite, Vice-Mayor

Kea Ginn, Council Member

Oscar Nelson, Council Member

Kelly Boyd, Council Member

John Smith, Council Member

Brian Gerdes, Council Member

Erica Alexander, Council Member

Charlie Burruss, Council Member

STATE OF OKLAHOMA)
)
COUNTY OF GRADY)

Before me the undersigned, a Notary Public in and for said County and State on this 16th Day
of September, 2024, personally appeared

_____, Trustees, to me
known to be the identical persons who executed the within and foregoing instrument and
acknowledged to me that they executed the same as her free and voluntary act and deed for the uses
and purposes therein set forth.

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

My commission expires:

Notary Public

CHICKASHA



Meeting Type: Council Agenda 9-16-2024

Meeting Date: 9/16/2024

Department: Public Works

Agenda Item No. 6.c.

AGENDA ITEM: Discussion, consideration and possible action to authorize the purchase of the C550 CCTV System upgrade for the Camera Truck using State Contract SW0193 in the amount of \$84,450.58.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Authorize the purchase of the C550 CCTV System upgrade for the Camera Truck using State Contract SW0193 in the amount of \$84,450.58..

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: September 16, 2024	(From) 31-536-6300-060		\$84,450.58

V. ATTACHMENTS:

- 20240913094420822

CITY OF CHICKASHA PURCHASE REQUEST

DATE: 9/3/2024

DEPT: LINE MAINTENANCE

DELIVER TO: PUBLIC WORKS

☐ open	☒ rec
PO # _____	
VENDOR # _____	

VENDORS	Vendor # 1 ☐	Vendor # 2 ☐	Vendor # 3 ☐
NAME	J & R EQUIPMENT		
ADDRESS	8800 SW 8TH STREET		
CITY	OKC		

BUDGET BALANCE	ITEM-DESCRIPTION	QTY	TOTAL PRICE VENDOR # 1	TOTAL PRICE VENDOR # 2	TOTAL PRICE VENDOR # 3
	UPGRADE THE CAMERA TRUCK		\$ 84,450.58		
	C550 CCTY SYSTEM				
TOTAL			\$ 84,450.58	\$ 0.00	\$ 0.00
CASH DISCOUNT			()	()	()
TOTAL GROSS PRICE			\$ 84,450.58	\$ 0.00	\$ 0.00
TOTAL FREIGHT					
TOTAL			\$ 84,450.58	\$ 0.00	\$ 0.00

DISBURSEMENT
FUND: <u>31</u>
DEPT: <u>536</u>
ITEM: <u>6300-060</u>

COMMENTS: SW0193
THE CAMERA TRUCK IS USED TO CAMERA SEWER PIPES AND WATER PIPES TO SEE WHERE THERE MIGHT BE DAMAGE IN THE PIPES.

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

QUOTATIONS TAKEN BY: (Printed Name/Signature) _____

CIRCLE ONE			APPROVAL	
BID ONLY	RUSH	CONTRACT ONLY	DEPARTMENT HEAD	<i>James D. Cook</i>
			DIRECTOR OF FINANCE	
QUOTATIONS ONLY	EMERGENCY PURCHASE		CITY MANAGER	



5/16/2024

City of Chickasha

Attn. Omar Fierro

Omar,

Please see attached quote for the retrofit C550 CCTV System we have discussed.

I have also included in the options section, pricing on the items needed for larger pipe and for data acquisition needs.

Pricing is based on OK State Contract SW0193.

Delivery would take 6 weeks to get the equipment in and then another 2 weeks for us to do the Retrofit.

We would need to coordinate to have your truck in OKC to do the Retrofit.

Omar, please let me know if you have any questions or need anything further.

Thank You,

Randy Holtz



J&R EQUIPMENT
ENVIRONMENTAL TRUCK SALES

City of Chickasha	
CUES Retro - C550 SSP (Small Standard Pkg.) 6" to 18" pipe	
List Price	\$ 68,508.76
Less 2% per OK State Contract SW193	\$ (1,370.17)
	\$ 67,138.59
Dealer installed Retro Fit	\$ 9,000.00
Training for 5 Days in 2 occasions	\$ 7,312.00
Freight	\$ 1,000.00
TOTAL	\$ 84,450.59
Options	
C550 LDP 6" to 36" pipe	\$ 36,638.00
356 XL Cradle for up to 60"	\$ 7,747.00
Laptop - (NO GRANITE)	\$ 6,897.00
Video Capture Device, Elgato HD60X HDMI	\$ 368.00
CAT-5 Connection w/cable	\$ 102.24
Ganite Net Basic Inspection Software Kit	\$ 8,900.00
Granite Net Basic Support Plan (Annual)	\$ 981.00
ALL Needed Cabling for above	\$ 268.00
Flexiprobe 542 Push Camera works with	\$ 7,698.00
C550 Controller, 2" Camera/200 ft Cable	\$ -

CHICKASHA



Meeting Type: Council Agenda 9-16-2024

Meeting Date: 9/16/2024

Department: Public Works

Agenda Item No. 6.d.

AGENDA ITEM: Discussion, consideration and possible action to authorize the purchase of the Godwin 300U Dump Body and Installation using State Contract SW0106 in the amount of \$30,047.40.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Authorize the purchase of the Godwin 300U Dump Body and Installation using State Contract SW0106 in the amount of \$30,047.40.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: September 16, 2024	(From) 31-536-6300-060		\$30,047.40

V. ATTACHMENTS:

- 20240913095422613

CITY OF CHICKASHA PURCHASE REQUEST

DATE: 8/9/24

DEPT: Fleet Maintenance

DELIVER TO: Tim Brooks

☐ open ☐ rec

PO # _____

VENDOR # _____

VENDORS	Vendor # 1 ☒	Vendor # 2 ☐	Vendor # 3 ☐
NAME	Great Western Trailers		
ADDRESS	10400 W Reno		
CITY	OKC, OK 73127		

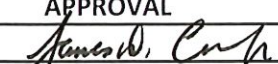
BUDGET BALANCE	ITEM-DESCRIPTION	QTY	TOTAL PRICE VENDOR # 1	TOTAL PRICE VENDOR # 2	TOTAL PRICE VENDOR # 3
	Godwin 300U Dump Body		\$ 30,047.40		
	Furnished And Installed				
	On New International				
	Cab Chassis Truck				
TOTAL			\$ 30,047.40	\$ 0.00	\$ 0.00
CASH DISCOUNT			()	()	()
TOTAL GROSS PRICE			\$ 30,047.40	\$ 0.00	\$ 0.00
TOTAL FREIGHT					
TOTAL			\$ 0.00	\$ 0.00	\$ 0.00

DISBURSEMENT
FUND: 31
DEPT: 536
ITEM: 6300-060

COMMENTS: State Contract SW106

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

QUOTATIONS TAKEN BY: (Printed Name/Signature) Tim Brooks


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

10/14/2013



With you at every turn

Great Western Trailers
10400 West Reno
Oklahoma City, OK 73127
Phone: (405) 943-9851 / (800) 375-6307
Fax: (405) 488-1904 Kurt Olson
Fax: (405) 488-1906 Kurt Schroeder
Kurt.Olson@greatwesterntrailer.com or
Kurt.Schroeder@greatwesterntrailer.com
www.greatwesterntrailer.com

QUOTATION

Quote ID: KS05207

Page 1 of 3

Customer: CHICKASHA*CITY OF
101 N 6 TH
CHICKASHA OK 73018-2408

Quote Number: KS05207
Quote Date: 7/17/2024
Quote valid until: 8/16/2024

Contact: TIM
Phone: (405) 222-6020
Fax: (405) 222-6029
Email:

Salesperson: KURT SCHROEDER

QUANTITY	PART NUMBER	DESCRIPTION	LIST PRICE	AMOUNT
		STATE CONTRACT, SW106 **DUE TO PRICE VOLATILITY** SWT&E WILL DO EVERYTHING IN OUR POWER TO HOLD PRICE FOR 30 DAYS		
1 EA	SW-25101601 / 09111	FURNISH AND INSTALL GODWIN 300U DUMP BODY W/720SF HOIST 5/6 CU YD, 10 FOOT, 96" OUTSIDE WIDTH, 84" INSIDE WIDTH, 36" HEAD AND TAILGATE HEIGHT, 30 INCHES SIDE HEIGHT WITH "C" CHANNEL, 10 GAUGE HI-TENSILE STEEL THROUGH OUT, FLOOR THICKNESS 3/16" FLOOR RADIUS 2", 3 EACH SIDE BRACES, FULL LENGTH BOXED RUB RAILS, DOUBLE ACTING TAILGATE, STEP AT REAR OF BODY, MUD FLAPS NON-SAIL W/O ADVERTISEMENT, BODY UP LIGHT, BACK UP ALARM, HOIST: GODWIN 720SF, 7" BORE 20" STROKE, CAPACITY 13. TON DUAL LIFT ARM TYPE, 55 DEGREE DUMP ANGLE, MANUAL TRANSMISSION PUMP DIRECT MOUNT TO POWER TAKE OFF MAINFRAME 9' LONG 1/4" THICK STEEL, ROLLER BEARING ANTI FRICTION CAPACITY 13 TON, N. T. E. A CLASS 40 MINIMUM CONTROLS CONSOLE ON FLOOR, WITH LOCKING DEVICE IN NEUTRAL FOR DUMP IN & OUT FOR POWER TAKE OFF, LIGHTED PANEL, PUMP AND POWER TAKE OFF PAINTED ONE COLOR	\$33,385.00	\$33,385.00
1 EA	SW-25101601 / 09103	FURNISH AND INSTALL TARPING DEVICE, ELECTRIC OPERATED SPRING LOADED, ROLLUP TYPE FRONT TO REAR WITH STANDARD NYLON (MESH) TARP	\$4,470.00	\$4,470.00
1 EA	SW-25101601 / 09104	FURNISH AND INSTALL PREMIER MODEL 2200 PINTLE HOOK HORIZONTAL PULL CAPACITY: 100,000 LBS. TONGUE WEIGHT CAPACITY: 20,000 LBS. LATCH CAPACITY: 60,000 LBS. MAXIMUM EYE X-SECTION: 1-13/16"	\$3,319.00	\$3,319.00



With you at every turn

Great Western Trailers
10400 West Reno
Oklahoma City, OK 73127
Phone: (405) 943-9851 / (800) 375-6307
Fax: (405) 488-1904 Kurt Olson
Fax: (405) 488-1906 Kurt Schroeder
Kurt.Olson@greatwesterntrailer.com or
Kurt.Schroeder@greatwesterntrailer.com
www.greatwesterntrailer.com

QUOTATION

Quote ID: KS05207

Page 2 of 3

QUANTITY	PART NUMBER	DESCRIPTION	LIST PRICE	AMOUNT
		MINIMUM EYE OPENING: 2" 1" STEEL PLATE W/SIDE REINFORCEMENTS WELDED TO REAR FRAME AIR SERVICE AND EMERGENCY LINES MOUNTED IN PLATE 7 WAY LIGHT BASE SAFETY HOLDERS FOR CHAINS INSTALLED F. O. B. OKLAHOMA CITY.		
1 EA	SW-25101601 / 09113	FURNISH AND INSTALL AIR OPERATED TAILGATE	\$874.00	\$874.00
1 EA	SW-25101601 / 09105	UPGRADE TO PTO FOR AUTOMATIC TRANSMISSION HOTSHIFT PTO	\$3,815.00	\$3,815.00
1 EA	SW-25101601 / 09107	FURNISH AND INSTALL 10 WHELEN LED (SELF STROBING) LINEAR STROBES YOUR CHOSE OF COLOR (AMBER, WHITE, OR BLUE) ALL THE SAME OR MIX A Whelen OKDOTSY1 System consisting of TEN (10) 500 series split Super-LED Lightheads, Deutsch connectors, and grommet kit shall be provided. The 500 series Super-LED shall be ½ Blue & ½ Clear. The lightheads shall utilize a SmartLED® design, allowing the user too alternately or simultaneous flash each color segment (3X3) in any of the five Scan-Lock flash patterns in Phase 1 & Phase 2. The "synch" interconnect wire allows up to TEN lightheads being synchronized together. The unit shall have epoxy encapsulated electronics providing a vibration and moisture free performance. The lighthead shall utilize: a vacuum metalized reflector, and optic collimator. Four of the TEN lightheads being mounted vertically shall come complete with a vertical optic polycarbonate clear lens. For ease of replacement, all lightheads shall be plugged identically. Lightheads that do not utilize Linear-LED® technology are not acceptable.	\$4,216.00	\$4,216.00

Quote Total: \$50,079.00
40.00 % Discount off List: (\$20,031.60)
Sales Tax: \$0.00
Total Due: \$30,047.40

The following options may be added:

QUANTITY	PART NUMBER	DESCRIPTION	NET PRICE	AMOUNT	ADD TO QUOTE
					Yes / No

Customer must fill out the information below before the order can be processed...

Accepted by:	
Date:	
P.O. number:	



With you at every turn

Great Western Trailers
10400 West Reno
Oklahoma City, OK 73127
Phone: (405) 943-9851 / (800) 375-6307
Fax: (405) 488-1904 Kurt Olson
Fax: (405) 488-1906 Kurt Schroeder
Kurt.Olson@greatwesterntrailer.com or
Kurt.Schroeder@greatwesterntrailer.com
www.greatwesterntrailer.com

QUOTATION

Quote ID: KS05207

Page 3 of 3

- ♦ Labor and installation is included in all pricing if stated in verbiage.
- ♦ Terms are Due Upon Receipt unless prior credit arrangements are made at the time of order.
- ♦ Please note if chassis is furnished, it is as a convenience and terms are Net Due on Receipt of Chassis

Notes:

GREATWESTERN
TRAILER

CHICKASHA



Meeting Type: Council Agenda 9-16-2024

Meeting Date: 9/16/2024

Department: Public Works

Agenda Item No. 6.e.

AGENDA ITEM: Discussion, consideration and possible action to authorize the purchase of a 2025 MV607 SBA International Cab Chassis Truck using State Contract SW0035T in the amount of \$86,786.55.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Authorize the purchase of a 2025 MV607 SBA International Cab Chassis Truck using State Contract SW0035T in the amount of \$86,786.55.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: September 16, 2024	(From) 31-536-6300-060		

V. ATTACHMENTS:

- 20240913100450744

CITY OF CHICKASHA PURCHASE REQUEST

DATE: 8/9/24

DEPT: Fleet Maintenance

DELIVER TO: Tim Brooks

☐ open ☐ rec

PO # _____

VENDOR # _____

VENDORS	Vendor # 1 ☒	Vendor # 2 ☐	Vendor # 3 ☐
NAME	Holt Truck Centers		
ADDRESS	1735 W Reno		
CITY	OKC, OK 73106-3215		

BUDGET BALANCE	ITEM-DESCRIPTION	QTY	TOTAL PRICE VENDOR # 1	TOTAL PRICE VENDOR # 2	TOTAL PRICE VENDOR # 3
	2025 MV607 SBA		\$ 86,786.55		
	International Cab Chassis				
	Truck				
TOTAL			\$ 86,786.55	\$ 0.00	\$ 0.00
CASH DISCOUNT			()	()	()
TOTAL GROSS PRICE			\$ 86,786.55	\$ 0.00	\$ 0.00
TOTAL FREIGHT					
TOTAL			\$ 86,786.55	\$ 0.00	\$ 0.00

DISBURSEMENT
FUND: 31
DEPT: 536
ITEM: 6300-060

COMMENTS: State Contract SW0035T

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

QUOTATIONS TAKEN BY: (Printed Name/Signature) Tim Brooks *Tim Brooks*

CIRCLE ONE			APPROVAL	
BID ONLY	RUSH	CONTRACT ONLY	DEPARTMENT HEAD	<i>[Signature]</i>
QUOTATIONS ONLY	EMERGENCY PURCHASE		DIRECTOR OF FINANCE	
			CITY MANAGER	

10/14/2013

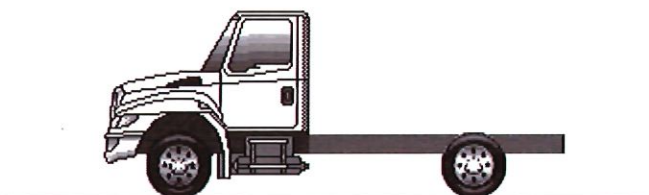
Prepared For:

Oklahoma Office Of Public Affairs
 Laura Bybee
 315 SW 5th St.
 Lawton, OK 73501-4337
 (405)236 - 2792

Presented By:

HOLT TRK CTRS OF OK, LLC
 Jim Patchen
 1735 W RENO AVE.
 OKLAHOMA CITY OK 731063215
 405-236-2792

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.

**Model Profile****2025 MV607 SBA (MV607)**

AXLE CONFIG:	4X2
APPLICATION:	Construction Dump
MISSION:	Requested GVWR: 25500. Calc. GVWR: 31000. Calc. GCWR: 33000 Calc. Start / Grade Ability: 23.10% / 2.01% @ 55 MPH Calc. Geared Speed: 86.9 MPH
DIMENSION:	Wheelbase: 152.00, CA: 84.90, Axle to Frame: 47.00
ENGINE, DIESEL:	{Cummins B6.7 220} EPA 2024, 220HP @ 2400 RPM, 600 lb-ft Torque @ 1600 RPM, 2600 RPM Governed Speed, 220 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 2500 RDS} 6th Generation Controls, Wide Ratio, 5-Speed with Overdrive, with PTO Provision, Less Retarder, with 33,000-lb GVW and GCW Max, On/Off Highway
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS-10-122A} I-Beam Type, 10,000-lb Capacity
AXLE, REAR, SINGLE:	{Dana Spicer S140} Single Reduction, 21,000-lb Capacity, R Wheel Ends Gear Ratio: 4.88
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 11R22.5 Load Range G AH37 (HANKOOK), 501 rev/mile, 75 MPH, All-Position
TIRE, REAR:	(4) 11R22.5 Load Range H DH37 (HANKOOK), 497 rev/mile, 75 MPH, Drive
SUSPENSION, REAR, SINGLE:	23,500-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Rubber Springs
PAINT:	Cab schematic 100WP Location 1: 9219, Winter White (Std) Chassis schematic N/A

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
MV60700	Base Chassis, Model MV607 SBA with 152.00 Wheelbase, 84.90 CA, and 47.00 Axle to Frame.	5304/2774	8078

AXLE CONFIGURATION

1ANA	AXLE CONFIGURATION {Navistar} 4x2	0/0	0
	<u>Notes</u> : Pricing may change if axle configuration is changed.		

ENGINE

12EXS	ENGINE, DIESEL {Cummins B6.7 220} EPA 2024, 220HP @ 2400 RPM, 600 lb-ft Torque @ 1600 RPM, 2600 RPM Governed Speed, 220 Peak HP (Max)	0/0	0
12VJR	EMISSION, CALENDAR YEAR {Cummins B6.7} EPA, OBD and GHG Certified for Calendar Year 2024	0/0	0
12XCS	CARB EMISSION WARR COMPLIANCE Does Not Comply with CARB Emission Warranty	0/0	0
12WZE	CARB IDLE COMPLIANCE Does Not Comply with California Clean Air Idle Regulations	0/0	0
12WWH	EPA IDLE COMPLIANCE Low NOx Idle Engine, Complies with EPA Clean Air Regulations; Includes "Certified Clean Idle" Decal on Door	0/0	0
12XCC	RADIATOR Aluminum, 2-Row, Down Flow, Front to Back System, 640 SqIn Louvered, with 383 SqIn Charge Air Cooler, Includes In-Tank Oil Cooler	0/0	0
12THJ	FAN DRIVE {Horton Drivemaster} Automatic On/Off Type, with Normally Closed Temperature Control	42/-4	38
	<u>Includes</u> : FAN Nylon		
12VCE	AIR CLEANER Single Element, Fire Retardant Media	0/0	0
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection	0/0	0
12849	BLOCK HEATER, ENGINE 120V/1000W, for Cummins ISB/B6.7/ISL/L9 Engines	3/0	3
	<u>Includes</u> : BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door		
12XBM	ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls and Starter Lockout, with Ignition Switch Control, for Cummins B6.7 and L9 Engines	0/0	0
12WBR	FAN OVERRIDE Manual; with Electric Switch on Instrument Panel, (Fan On with Switch On)	0/0	0
12WPV	OIL PAN 15 Quart Capacity, For Cummins ISB/B6.7 Engines	0/0	0
12VXT	THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel	0/0	0
12EMZ	VENDOR WARRANTY, ENGINE {Cummins} B6.7 Engine, 3-Year Unlimited Miles Standard Warranty	0/0	0

TRANSMISSION

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
13BBJ	TRANSMISSION, AUTOMATIC {Allison 2500 RDS} 6th Generation Controls, Wide Ratio, 5-Speed with Overdrive, with PTO Provision, Less Retarder, with 33,000-lb GVW and GCW Max, On/Off Highway	0/0	0
13WYH	TRANSMISSION TCM LOCATION Located Inside Cab	0/0	0
13WVV	NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released	0/0	0
13XAA	PTO CONTROL, DASH MOUNTED For Customer Provided PTO; Includes Switch, Electric/Air Solenoid, Piping and Wiring	3/0	3
13XAM	PTO LOCATION Dual, Customer Intends to Install PTO at Left and/or Right Side of Transmission	0/0	0
13WYY	SHIFT CONTROL PARAMETERS {Allison} 1000 or 2000 Series Transmissions, Performance Programming	0/0	0
13WLN	TRANSMISSION OIL Synthetic; 20 thru 28 Pints	0/0	0
13WVS	TRANSMISSION SHIFT CONTROL T-Handle	0/0	0
CLUTCH			
11001	CLUTCH Omit Item (Clutch & Control)	0/0	0
REAR AXLES, SUSPENSIONS			
14AKB	AXLE, REAR, SINGLE {Dana Spicer S140} Single Reduction, 21,000-lb Capacity, R Wheel Ends . Gear Ratio: 4.88	0/153	153
14VAH	SUSPENSION, REAR, SINGLE 23,500-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Rubber Springs	0/66	66
FRONT AXLES			
2ASH	AXLE, FRONT NON-DRIVING {Meritor MFS-10-122A} I-Beam Type, 10,000-lb Capacity	42/0	42
FRONT SUSPENSIONS			
3ADB	SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 10,000-lb Capacity, with Shock Absorbers	25/0	25
	<u>Includes</u> : SPRING PINS Rubber Bushings, Maintenance-Free		
	<u>Notes</u> : In combinations where chassis component weights may cause a chassis lean, a spring is used in front left spring pack to offset this imbalance & provide a level chassis, within 3/8", with body installed.		
CABS, COWLS, BODIES			
16030	CAB Conventional, Day Cab	0/0	0
	<u>Includes</u> : CLEARANCE/MARKER LIGHTS (5) Flush Mounted		

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
16ZBT	ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab	0/0	0
16BAM	AIR CONDITIONER with Integral Heater and Defroster	56/0	56
16VKB	CAB INTERIOR TRIM Classic, for Day Cab	0/0	0
	<u>Includes</u> : CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger : DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Overhead Console, Center Mounted : SUN VISOR (2) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Toll Ticket Strap		
16VLK	CAB REAR SUSPENSION Air Suspension, for Mid Cab Height	42/0	42
16GED	GAUGE CLUSTER Base Level; English with English Electronic Speedometer	0/0	0
	<u>Includes</u> : GAUGE CLUSTER DISPLAY: Base Level (3" Monochromatic Display), Premium Level (5" LCD Color Display); Odometer, Voltmeter, Diagnostic Messages, Gear Indicator, Trip Odometer, Total Engine Hours, Trip Hours, MPG, Distance to Empty/ Refill for : GAUGE CLUSTER Speedometer, Tachometer, Engine Coolant Temp, Fuel Gauge, DEF Gauge, Oil Pressure Gauge, Primary and Secondary Air Pressure or Auxiliary Air Pressure (if Air Equipped) : WARNING SYSTEM Low Fuel, Low DEF, Low Oil Pressure, High Engine Coolant Temp, Low Battery Voltage (Visual and Audible), Low Air Pressure, Primary and Secondary (if Air Equipped)		
16SED	GRAB HANDLE, EXTERIOR (2) Black, Aluminum, for Cab Entry Mounted Left and Right Side at B-Pillar	4/0	4
16GHU	GRAB HANDLE, CAB INTERIOR (2) Safety Yellow	0/0	0
16XJN	INSTRUMENT PANEL Flat Panel	0/0	0
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster	0/0	0
16SNS	MIRRORS (2) Aero Pedestal, Power Adjust, Heated, Black Heads and Arms, 6.5" x 14" Flat Glass, Includes 6.5" x 6" Convex Mirrors, for 102" Load Width	0/0	0
	<u>Notes</u> : Mirror Dimensions are Rounded to the Nearest 0.5"		
16VCC	SEAT BELT All Orange; 1 to 3	0/0	0
16JPT	SEAT, DRIVER {National 2000} Air Suspension, Mid Back, Vinyl, 2 Position Front Cushion Adjustment, -3 to +14 Degree Back Angle Adjust	-13/-6	-19
16RXE	SEAT, PASSENGER {National 2000} Air Suspension, Mid Back, Vinyl, Less Isolator, Less Lumbar, 2 Position Front Cushion Adjustment, -3 to +14 Degree Back Angle Adjustment	62/30	92
16XCK	WINDOW, MANUAL (2) and Manual Door Locks, Left and Right Doors	0/0	0
FRAMES			
1CAE	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.125" x 3.580" x 0.312" (257.2mm x 90.9mm x 8.0mm); 460.0" (11684mm) Maximum OAL	49/88	137

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
1LNG	BUMPER, FRONT Contoured, Steel, Painted Gloss Black	0/0	0
1570	TOW HOOK, FRONT (2) Frame Mounted	8/0	8
1WEH	WHEELBASE RANGE 134" (340cm) Through and Including 197" (500cm)	75/-75	0

BRAKES

4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications	-27/-23	-50
	Includes		
	: BRAKE LINES Color and Size Coded Nylon		
	: DRAIN VALVE Twist-Type		
	: GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster		
	: PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel		
	: PARKING BRAKE VALVE For Truck		
	: QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4		
	: SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6		
4AZA	AIR BRAKE ABS {Bendix AntiLock Brake System} 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System	9/21	30
4GBM	BRAKE, PARKING Manual Push-Pull Pneumatic Parking Brake	1/0	1
4XDC	BRAKES, FRONT {Meritor 15X4 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 15" X 4", 13,200-lb Capacity	77/0	77
4EXP	BRAKE CHAMBERS, FRONT AXLE {Bendix} 20 SqiIn	16/0	16
4LAG	SLACK ADJUSTERS, FRONT {Gunite} Automatic	14/0	14
4XDR	BRAKES, REAR {Meritor 16.5X7 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 7", 23,000-lb Capacity per Axle	0/195	195
4EVR	BRAKE CHAMBERS, REAR AXLE {MGM MJS3028ET} 30/28 SqiIn Piston Spring Brake	0/44	44
4LGG	SLACK ADJUSTERS, REAR {Gunite} Automatic	0/14	14
4SPA	AIR COMPRESSOR {Cummins} 18.7 CFM	37/1	38
4EDN	AIR DRYER {Bendix AD-9SI} with Heater, Includes Safety Valve	19/-2	17
4VLE	AIR DRYER LOCATION Mounted Inside Engine Compartment, Right Side	0/0	0
4VKJ	AIR TANK LOCATION (2) Mounted Under Battery Box, Outside Left Rail, Back of Cab, Perpendicular to Rail	23/34	57
4732	DRAIN VALVE {Berg} with Pull Chain, for Air Tank	0/0	0
4619	TRAILER CONNECTIONS Four-Wheel, with Hand Control Valve and Tractor Protection Valve, for Straight Truck	1/0	1

Notes

: When electronic stability control is ordered with trailer connections on a 4x2 truck, please check the operator manual for trailer weight restrictions.

STEERING

5PSA	STEERING GEAR {Sheppard M100} Power	28/-6	22
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<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
5710	STEERING COLUMN Tilting and Telescoping	17/2	19
5CAW	STEERING WHEEL 4-Spoke; 18" Dia., Black	0/0	0

DRIVELINES

6DGG	DRIVELINE SYSTEM {Dana Spicer} 1710, for 4x2/6x2	7/21	28
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EXHAUST SYSTEMS

7BLV	EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Right Side Under Cab, for Single Short Horizontal Tail Pipe, Frame Mounted Right Side Back of Cab	58/-7	51
7BEV	AFTERTREATMENT COVER Steel, Black	10/3	13

ELECTRICAL SYSTEMS

8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment	0/0	0
	Includes		
	: DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab		
	: HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel		
	: HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever		
	: PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light		
	: STARTER SWITCH Electric, Key Operated		
	: STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector		
	: TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature		
	: TURN SIGNALS, FRONT Includes Reflectors and Auxiliary Side Turn Signals, Solid State Flashers; Flush Mounted		
	: WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever		
	: WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted		
	: WIRING, CHASSIS Color Coded and Continuously Numbered		
8GXD	ALTERNATOR {Leece-Neville AVI160P2013} Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount, with Remote Sense	0/0	0
8RPR	ANTENNA for Increased Roof Clearance Applications	1/0	1
8THJ	AUXILIARY HARNESS 3.0' for Auxiliary Front Head Lights and Turn Signals for Front Plow Applications	2/0	2
8THB	BACK-UP ALARM Electric, 102 dBA	0/3	3
8VUL	BATTERY BOX Steel, with Plastic Cover, 18" Wide, 2-4 Battery Capacity, Mounted Left Side Back of Cab	-16/24	8
8RMH	BATTERY DISCONNECT SWITCH {Cole-Hersee 75920-06} 300 Amp, Disconnects Charging Circuits, Locks with Padlock, Battery Box Mounted	2/0	2
8MJT	BATTERY SYSTEM {Fleetrite} Maintenance-Free, (2) 12-Volt 1900CCA Total, Top Threaded Stud	6/8	14
8HAB	BODY BUILDER WIRING Back of Day Cab at Left Frame or Under Sleeper, Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn	2/0	2

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
8RGA	2-WAY RADIO Wiring Effects; Wiring with 20 Amp Fuse Protection, Includes Ignition Wire with 5 Amp Fuse, Wire Ends Heat Shrink and Routed to Center of Header Console in Cab	1/0	1
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses	0/0	0
8XNY	HEADLIGHTS Halogen	0/0	0
8XHN	HORN, AIR Single Trumpet, Black, with Lanyard Pull Cord	3/0	3
8540	HORN, ELECTRIC (2) Trumpet Style	1/0	1
8WWJ	INDICATOR, LOW COOLANT LEVEL with Audible Alarm	0/0	0
8WBW	JUMP START STUD 12V, Remote Mounted	2/0	2
	<u>Includes</u> : JUMP START STUD Mounted to Battery Box		
8RPT	RADIO AM/FM/WB/Clock/USB Input/Auxiliary Input	3/0	3
8RMZ	SPEAKERS (2) 6.5" Dual Cone Mounted in Both Doors, (2) 5.25" Dual Cone Mounted in Both B-Pillars	7/1	8
8XKL	STARTING MOTOR {Mitsubishi Electric Automotive America 90P47} 12-Volt, with Soft-Start	0/0	0
8TMG	TRAILER CONNECTION SOCKET {Phillips} 7-Way, Mounted at Rear of Frame, Wired for Turn Signals Combined with Stop, Compatible with Trailers with Combined Stop, Tail, Turn Lamps	0/7	7

FRONT END

9WBW	FRONT END Tilting, Fiberglass, with Three Piece Construction, Dual Air Intakes	0/0	0
9WBN	FENDER EXTENSIONS Painted	0/0	0
9HCW	GRILLE Molded in Black	0/0	0
9AAB	LOGOS EXTERIOR Model Badges	0/0	0
9AAE	LOGOS EXTERIOR, ENGINE Badges	0/0	0

SPEEDOMETER, TOOLS, MISC

10AGB	COMMUNICATIONS MODULE Telematics Device with Over the Air Programming; Includes Five Year Data Plan and International 360	0/0	0
10VAA	KEYS - ALL ALIKE, ADDITIONAL 3 Keys	0/0	0
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100	0/0	0
	<u>Includes</u> : PAINT SCHEMATIC ID LETTERS "WP"		
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone	0/0	0
10SLV	PROMOTIONAL PACKAGE Government Silver Package	0/0	0

FUEL TANKS

15SGJ	FUEL TANK Top Draw, Non-Polished Aluminum, D-Style, 16" Tank Depth, 50 US Gal (189L), Mounted Left Side, Under Cab	23/3	26
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<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
15WDG	DEF TANK 7 US Gal (26L) Capacity, Frame Mounted Outside Left Rail, Under Cab	0/0	0
15LMN	FUEL/WATER SEPARATOR {Racor 400 Series,} 12 VDC Electric Heater, Includes Pre-Heater, with Primer Pump, Includes Water-in-Fuel Sensor	-3/0	-3
15LRE	LOCATION FUEL/WATER SEPARATOR Mounted Under Hood, Left Side, Above Front Axle	0/0	0

WHEELS, TIRES - FRONT

27DJM	WHEELS, FRONT {Maxion 91541} DISC; 22.5x8.25 Rims, Painted Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs	0/0	0
7372135809	(2) TIRE, FRONT 11R22.5 Load Range G AH37 (HANKOOK), 501 rev/mile, 75 MPH, All-Position	56/0	56

WHEELS, TIRES - REAR

28DTT	WHEELS, REAR {Accuride 28828} DUAL DISC; 22.5x8.25 Rims, Powder Coat Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and with Steel Hubs	0/28	28
7382135810	(4) TIRE, REAR 11R22.5 Load Range H DH37 (HANKOOK), 497 rev/mile, 75 MPH, Drive	0/140	140

WHEELS MISC OPTIONS

29PAR	PAINT IDENTITY, FRONT WHEELS Disc Front Wheels; with Vendor Applied White Powder Coat Paint	0/0	0
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Services Section:**WARRANTY**

40129	WARRANTY Standard for MV Series, Effective with Vehicles Built July 1, 2017 or Later, CTS-2020A	0/0	0
40RBG	SERVICES, TOWING {Navistar} Service Call to 24-Month/Unlimited Mileage to the Nearest Navistar Dealer for Navistar Warrantable Failure as Contract Defined; Includes Engine Failure if Supplier Declines Tow Coverage & ESC Supplied thru Navistar; \$550 (USA) Maximum Benefit per Incident	0/0	0

Total Component Weight:6082/3537
(lbs) (lbs)

(lbs) (lbs)

Floorplan

0/0 0

Total Goods Purchased:

0/0 0

The weight calculations included in this proposal are an estimate of future vehicle weight. The actual weight as manufactured may be different from the estimated weight. Navistar, Inc. shall not be liable for any consequences resulting from any differences between the estimated weight of a vehicle and the actual weight.

<u>Description</u>	(US DOLLAR)	<u>Price</u>
Net Sales Price:		\$86,786.55
Memo Item(s):		
Total Federal Excise Tax	\$0.00	
Total Taxes:	\$0.00	
Warranty:	\$0.00	
Note: Memo item(s) shown here are included in the above Net Sales Price.		

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an International vehicle.

Approved by Seller:

Accepted by Purchaser:

Official Title and Date

Firm or Business Name

Authorized Signature

Authorized Signature and Date

HOLT TRK CTRS OF OK, LLC
1735 W RENO AVE.
OKLAHOMA CITY OK 731063215
405-236-2792

This proposal is not binding upon the seller without
Seller's Authorized Signature

Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

The limited warranties applicable to the vehicles described herein are Navistar, Inc.'s standard printed warranties which are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and conditions.

LIMITED WARRANTY FOR MV
***Effective with vehicles built July 01, 2017 or later**

Basic Vehicle

Navistar®, Inc., at its option, will repair or replace any part of this vehicle that proves defective in material or workmanship, in normal use and service, with new or RENEWED™ parts, based on the Component Coverages below.

Coverage	Months	Miles	Kilometers	Hours
Basic Vehicle Warranty	24	Unlimited	Unlimited	Unlimited
Basic Vehicle Warranty with Non-Navistar Engine	24	Unlimited	Unlimited	Unlimited
Frame Side Rails	84	Unlimited	Unlimited	Unlimited
Cab/Cowl Structure	60	Unlimited	Unlimited	Unlimited
Cab/Cowl Perforation Corrosion	60	Unlimited	Unlimited	Unlimited
Meritor Axles	36	Unlimited	Unlimited	Unlimited
Transmission	24	Unlimited	Unlimited	Unlimited
Batteries	12	Unlimited	Unlimited	Unlimited
Brightwork, Chassis Paint and Corrosion (Other than Cab)	6	Unlimited	Unlimited	Unlimited
Hood/Cab Paint	12	Unlimited	Unlimited	Unlimited
First 90 Days from Delivery to User (DTU) + Towing	3	Unlimited	Unlimited	Unlimited
Federal Emissions Coverage (Medium/Heavy, Heavy Duty Diesel Engine Non-Navistar)	60	100,000	160,000	Unlimited
Greenhouse Gas Emissions Coverage	60	100,000	160,000	Unlimited

Navistar Diesel Engine Coverage Includes:

Engine block, cylinder heads, internally lubricated components, fuel pump, high pressure pump, turbocharger, water pump, air compressor, injectors/nozzles; electronic engine modules, engine relays, engine sensors and regulators required for electronic engine operation, and certain aftertreatment components. Excluding: attaching accessories (e.g., fan clutch, alternator, starter, etc.), and externally mounted electrical and filtration systems.

What is Not Covered Under Basic Coverage
Components/Items

- Components warranted by their respective manufacturers (such as non-International® brand engines, tires, Allison transmissions, lubricants, Cummins engines, Agility fuel systems, etc.)
- Bodies, equipment, and accessories installed by other than authorized International Truck employees at International Truck manufacturing plants
- Front and rear axle alignment
- Front and rear axle coverage excludes brakes, wheel ends, axle shafts, controls and attachments

Repairs & Maintenance

- Maintenance-related items/repairs, or those needed as a result of normal wear and tear, including tune-ups, brake/clutch linings, windshield wiper blades, tire balancing, lubrication, and other similar procedures/parts required to keep vehicle in good working condition
- Failures that are the result of poor fuel quality, water in fuel, rust, etc.
- Repairs needed as a result of vehicle misuse, negligent care, improper maintenance, improper operation, or the result of accident or collision
- Fade, runs, mismatch or damage to paint, trim items, upholstery, chrome, polished surfaces, etc., resulting from environmental causes such as improper polishes, cleaners or washing solutions, or chemical and industrial fallout
- Failure to observe published capacity or load specifications for engine, transmission, propeller shaft, axles (powertrain) and suspension

Other

- Vehicles sold and/or operated outside the United States and Canada
- This exception does not apply to vehicles that meet current US EPA emission standards, which were sold by an International dealer located in Mexico, if the vehicle is authorized by the US DOT to operate in long-haul, cross border transportation and the vehicle is only operated in the United States, Canada, and Mexico
- Vehicles/components that have had unauthorized alterations or modifications
- Vehicles on which the odometer reading has been altered
- Loss of time or use of the vehicle, loss of profits, inconvenience, or other consequential or incidental damages or expenses
- Replacement of defective parts with parts other than those provided by Navistar, Inc.

Obtaining Service

Return this vehicle to any International Truck dealer authorized to service this model vehicle and engine.

This warranty is automatically transferred to subsequent owners at no charge. Visit your local Authorized International Truck dealer for name and address change information.

Note: The customer has 365 days and up to a maximum of 100,000 miles (160,000 km) from DTU to purchase an extended warranty on the unit. For extended warranty purchases between 181 and 365 days from DTU and <100,000 miles (160,000 km) an additional fee will be assessed. See your local International dealer for details.

Disclaimer

NO WARRANTIES ARE GIVEN BEYOND THOSE DESCRIBED HEREIN. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED. THE COMPANY SPECIFICALLY DISCLAIMS WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OTHER REPRESENTATIONS TO THE USER/PURCHASER, AND ALL OTHER OBLIGATIONS OR LIABILITIES. THE COMPANY FURTHER EXCLUDES LIABILITY FOR INCIDENTAL AND CONSEQUENTIAL DAMAGES, ON THE PART OF THE COMPANY OR SELLER.

No person is authorized to give any other warranties or to assume any liabilities on the Company's behalf unless made or assumed in writing by the Company, and no other person is authorized to give any warranties or to assume any liabilities on the seller's behalf unless made or assumed in writing by the seller.

Remedies Under State or Provincial Law: Some States and Provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to the owner. This warranty gives the owner specific legal rights, and he may also have other legal rights which may vary by state or province.

Telematics Data Disclosure

Your Navistar vehicle may include an activated telematics subscription service. By accepting this Limited Warranty, you consent to our collection and use of data from your vehicle as set forth at www.oncommandconnection.com on behalf of yourself and any vehicle operators and passengers. Navistar, Inc., or its affiliates will collect and send diagnostic and system data from your vehicle and use it for various purposes as further set forth in our Privacy Policy, posted at www.oncommandconnection.com, such as improving the uptime for your vehicle, improving our vehicles in the future, and reducing warranty events. If you choose not to allow Navistar to access your data, you may suspend your subscription at www.InternationalTrucks.com/Opt-Out.

Record of Ownership

Upon receipt of new vehicle by original owner, complete the following:

I have read this Warranty Brochure and fully understand the warranty coverage. I acknowledge that I have received a copy of the Owner's Limited Warranty and I accept the terms described herein.

Customer Signature

Date

Owner's Address

City

State/Prov Postal Code

Truck Model

Vehicle Identification Number

Engine Model Number

Engine Serial Number

Date Delivered to User (DTU)

Odometer Reading at Delivery

IMPORTANT: The information contained in this Warranty Policy explains the coverage provided on your new International vehicle. This policy should be kept in the vehicle for presentation to the Dealer when you request warranty services.