

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, NOVEMBER 4, 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 **Amended** 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 2:00 p.m. on Friday, November 1, 2024.

Susan M. McDaniel

Susan M. McDaniel, CMC - City Clerk

Sworn to and subscribed before me on this 1st day of November 2024.

My Commission Expires: __10-1-
2026_____



Tracey Lynn Austin

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

NOVEMBER 4, 2024

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

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1. **Call to Order / Roll Call / Opening Prayer / Pledge of Allegiance.**
2. **Citizen Comments.**
3. **Council Communications.**
4. **Consent Docket:**
 - a. Acceptance of the Claims List.
 - b. Acceptance of the Minutes of the regular October 21, 2024, meeting; and the Minutes of the Special October 28, 2024 meeting.
 - c. Acceptance of the meeting dates and employee holidays for the calendar

year 2025 for the Chickasha City Council, Chickasha Municipal Authority, Chickasha Municipal Airport Authority, and various Boards, Commissions, and Committees.

- d. Approve the Food for Fines program at the library

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

6. Discussion and Consideration

- a. Discussion consideration and possible action to award COC-2405 - 2024 Mowing parcel 3 to Phillip Willis.
- b. Discussion, consideration, and possible action to authorize the purchase of a new 2025 Ram 5500 Ambulance through Emergency Vehicle Sales and Service of Oklahoma to be reimbursed by the 522 EMS District not to exceed \$385,469.00.
- c. Discussion, consideration, and possible action to award Bid RFP COC-2407 - Splash Pad Rehabilitation Phase One - to RJR Enterprises Inc. in an amount not to exceed \$53,900.
- d. Discussion, consideration, and possible action to award Bid RFP COC-2408 Swimming Pool rehabilitation to Sunbelt Pools in an amount not to exceed \$460,025.00.
- e. Discussion, consideration, and possible action to approve Surface Use Agreement and Water Agreement with Continental Resources, Inc.
- f. Discussion, consideration, and possible action to approve Change Order No. 1 for CAA-2303 - Construct 2 Box Hangars for an increase of \$11,841.50.
- g. Discussion, consideration, and possible action to approve Pay Request No. 6 - Final - in the amount of \$92,843.23 - Construct 2-Box Hangars project to W. L. McNatt.

7. Executive Session:

- a. Discussion, consideration and possible action to enter into Executive Session to discuss negotiations concerning employees and representatives of employee groups under the provisions of 25 O.S. Section 307B(2). The purpose of the proposed Executive Session is to discuss the status of negotiations between the City and FOP Lodge No. 129 for a Collective Bargaining Agreement between the City and FOP

Lodge No. 129 for the fiscal years 2024-2026.

- b. Discussion, consideration, and possible action to enter into Executive Session to discuss the employment, hiring, appointment, promotion, demotion, discipline or resignation of any individual salaried public officer or employee under the provisions of 25 O.S. Section 307B(1) (Possible approval of an employment agreement to hire James Crosby as City Manager).
- c. Discussion, consideration, and possible action to reconvene open session and take action on any matter discussed in the Executive Session.

8. Motion to Adjourn.

CHICKASHA

Meeting Type: Council Agenda 11-4-2024

Meeting Date: 11/4/2024

Department: Finance

Agenda Item No. 4.a.

AGENDA ITEM: Acceptance of the Claims List.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: NAME, TITLE	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: November 4, 2024	(From)		

V. ATTACHMENTS:

1. AP Council Report - 11.4.24_Redacted

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT		
NON-DEPARTMENTAL	GENERAL FUND	MISC ONE-TIME V JENNIFR CARR	RENTAL DEPOSIT	150.00		
			TOTAL:	150.00		
ADMINISTRATION	GENERAL FUND	EXPRESS STAR	PUBLISH CMA-2406	94.24		
			PUBLISH CMA-2404	97.63		
		GROUNDWORKS OKLAHOMA LLC	FLOODING PROBLEM	82,210.18		
		OKLAHOMA MUNICIPAL RETIRE	OMRF3	468.46		
		TRANSFER ACCOUNT	FICA	595.41		
			MEDICARE	139.25		
		JOURNAL RECORD	PUBLISH CMA-2406	93.96		
			TOTAL:	83,699.13		
		FIRE ADMINISTRATION	GENERAL FUND	VERIZON WIRELESS	ACCT:742069840-0000111	120.03
				LAWTON COMMUNICATIONS	RADIOS	1,110.00
OKLAHOMA FIREFIGHTERS	FIRE PENSION			1,056.95		
TRANSFER ACCOUNT	FICA			69.18		
	MEDICARE			125.65		
	TOTAL:			2,481.81		
POLICE ADMINISTRATION	GENERAL FUND	SPIC & SPAN COMMERCIAL CLEANING, LLC	OCT CLEANING	1,082.00		
		CITY OF CHICKASHA-(ACH) OKLAHOMA POLIC	POLICE PENSION	567.69		
		TRANSFER ACCOUNT	FICA	791.41		
			MEDICARE	185.09		
		UNIFIRST HOLDINGS, L.P.	MISC ACCOUNTS SEE DETAIL L	18.79		
			UNIFIRST HOLDINGS, L.P.	18.79		
			TOTAL:	2,663.77		
EMERGENCY MANAGEMENT	GENERAL FUND	TRANSFER ACCOUNT	FICA	162.90		
			MEDICARE	38.10		
			TOTAL:	201.00		
CEMETERY SERVICES	GENERAL FUND	EXPRESS SERVICES INC	CONTRACT LABOR	3,979.18		
			CONTRACT LABOR	3,075.40		
		ONIN HOLDINGS INC	CONTRACT LABOR	1,762.88		
			CONTRACT LABOR	1,706.99		
		TRANSFER ACCOUNT	FICA	206.51		
			MEDICARE	48.29		
			TOTAL:	10,779.25		
HUMAN RESOURCES	GENERAL FUND	TRANSFER ACCOUNT	FICA	296.89		
			MEDICARE	69.43		
			TOTAL:	366.32		
LIBRARY	GENERAL FUND	WTCOX SUBSCRIPTIONS INC	MAGAZINE SUBSCRIPTION	1,615.73		
		SPIC & SPAN COMMERCIAL CLEANING, LLC	OCT CLEANING	1,665.00		
		TRANSFER ACCOUNT	FICA	653.00		
			MEDICARE	152.71		
			TOTAL:	4,086.44		
STREET & STORM DRAINAG	GENERAL FUND	HERC RENTALS CHICKASHA	JUMPING JACK	830.00		
			RAMMERJUMPING JACK	421.00		
		TODD'S MUFFLER AND AUTO REPAIR	CONVERTERS	1,359.70		
		EXPRESS SERVICES INC	CONTRACT LABOR	1,099.77		
			CONTRACT LABOR	680.85		
		MARSHALL AUTO PARTS	PARTS & SUPPLIES	90.35		
		JIM'S DIESAL & AUTO REPAIR LLC	ENGINE REPAIR	7,260.71		

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		ONIN HOLDINGS INC	CONTRACT LABOR	4,948.54
			CONTRACT LABOR	4,706.02
		GENESIS CONCRETE CO	CONCRETE	3,140.00
			CONCRETE	6,048.00
		RALPH AND SONS TIRE CENTE	TRAILER TIRES	4,206.00
		ACTION SAFETY	TYPE 3 BARRICADE (12)	375.00
		TRANSFER ACCOUNT	FICA	808.51
			MEDICARE	189.09
		UNIFIRST HOLDINGS, L.P.	MISC ACCT SEE DETAIL LIST	268.43
		BARRINGTON ELECTRIC	STREET LIGHT REPAIR	340.00
			REPAIRED STREET LIGHTS	<u>321.00</u>
			TOTAL:	37,092.97
FLEET MAINTENANCE	GENERAL FUND	TRANSFER ACCOUNT	FICA	91.01
			FICA	79.10
			MEDICARE	21.28
			MEDICARE	<u>18.50</u>
			TOTAL:	209.89
ACCOUNTING SERVICES	GENERAL FUND	CULLIGAN/WRIGHT WATER	CH RENTAL 10.20-11.19.24	24.00
		TRANSFER ACCOUNT	FICA	634.52
			MEDICARE	<u>148.40</u>
			TOTAL:	806.92
COMM DEVEL/PLANNING SE	GENERAL FUND	TRANSFER ACCOUNT	FICA	430.25
			MEDICARE	<u>100.62</u>
			TOTAL:	530.87
GENERAL GOVERNMENT	GENERAL FUND	IRON MOUNTAIN INC.	25V4J/09/25-10/22/24	150.98
		QUADIENT LEASING USA, INC	LEASE COVERAGE10.22-11.21.	300.06
		THE CHILDS LAW FIRM, PLLC	LEGAL - INV 768	2,325.00
			LEGAL - INV 781	3,405.00
			LEGAL - INV 783	1,095.00
		OKLAHOMA MUNICIPAL LEAGUE	COM LEAD DEV-GRAYSON	<u>500.00</u>
			TOTAL:	7,776.04
BUILDING SERVICES	GENERAL FUND	OKLAHOMA MUNICIPAL LEAGUE	OML CLASS	500.00
		TRANSFER ACCOUNT	FICA	384.60
			MEDICARE	<u>89.95</u>
			TOTAL:	974.55
FIRE OPERATIONS	GENERAL FUND	ACKERMAN, ANGEL	REIMBURSEMENT	1,087.00
		OKLAHOMA FIREFIGHTERS	FIRE PENSION	7,327.19
		TRANSFER ACCOUNT	MEDICARE	<u>1,002.51</u>
			TOTAL:	9,416.70
PATROL SERVICES	GENERAL FUND	TOP TIER TACTICAL SURVIVAL AND OUTDOOR	NEW VEST - BONDS	1,045.45
			NEW VEST - LANE CADE	1,045.45
			NEW UNIFORMS - DAVIS	1,045.45
			NEW ISSUE UNIFORMS-HARWEL	1,045.45
		VERIZON WIRELESS	ACCT:942070090-00001	2,002.74
		FREEMAN, TRENTON	REIMBURSEMENT	42.44
		CITY OF CHICKASHA-(ACH) OKLAHOMA POLIC	POLICE PENSION	4,378.26
			POLICE PENSION	994.10
		TRANSFER ACCOUNT	FICA	2,586.87
			FICA	462.49

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			MEDICARE	604.98
			MEDICARE	<u>108.17</u>
			TOTAL:	15,361.85
INVESTIGATIONS	GENERAL FUND	CITY OF CHICKASHA-(ACH) OKLAHOMA POLIC	POLICE PENSION	783.23
		TRANSFER ACCOUNT	FICA	446.89
			MEDICARE	<u>104.52</u>
			TOTAL:	1,334.64
ANIMAL CONTROL	GENERAL FUND	TRANSFER ACCOUNT	FICA	243.86
			MEDICARE	<u>57.03</u>
			TOTAL:	300.89
MUNICIPAL COURT	GENERAL FUND	TRANSFER ACCOUNT	FICA	115.66
			MEDICARE	<u>27.05</u>
			TOTAL:	142.71
DISPATCH SERVICES	GENERAL FUND	SPIC & SPAN COMMERCIAL CLEANING, LLC	OCT CLEANING	408.70
		DEPARTMENT OF PUBLIC SAFETY	MONTHLY INVOICE	667.00
		TRANSFER ACCOUNT	FICA	855.48
			MEDICARE	<u>200.08</u>
			TOTAL:	2,131.26
CODE COMPLIANCE	GENERAL FUND	TRANSFER ACCOUNT	FICA	238.33
			MEDICARE	<u>55.74</u>
			TOTAL:	294.07
PARK MAINTENANCE	GENERAL FUND	AT&T MOBILITY	ACCT: 287246200513	53.50
		ONIN HOLDINGS INC	CONTRACT LABOR 8/30/24	1,708.08
		AT&T	MISC ACCTS SEE DETAIL LIST	1,692.20
		TRANSFER ACCOUNT	FICA	683.61
			MEDICARE	159.87
		ALERT 360	ACCT:008174039	56.34
		UNIFIRST HOLDINGS, L.P.	MISC ACCT SEE DETAIL LIST	<u>103.43</u>
			TOTAL:	4,457.03
SPORTS COMPLEX	GENERAL FUND	EXPRESS SERVICES INC	CONTRACT LABOR 10/16	2,325.04
			CONTRACT LABOR 10/23/24	2,277.10
		TRANSFER ACCOUNT	FICA	158.07
			MEDICARE	<u>36.97</u>
			TOTAL:	4,797.18
SHANNON SPRINGS (FOL)	GENERAL FUND	EXPRESS SERVICES INC	CONTRACT LABOR 10/16	3,551.79
			CONTRACT LABOR 10/23/24	3,244.71
		ONIN HOLDINGS INC	CONTRACT LABOR 8/23	1,634.44
			CONTRACT LABOR 9/6/24	1,815.30
			CONTRACT LABOR 9/13	953.21
			CONTRACT LABOR 9/20	1,098.48
			CONTRACT LABOR 9/27	1,379.84
			CONTRACT LABOR 10/04	1,480.87
			CONTRACT LABOR 10/11/24	863.80
			CONTRACT LABOR 10/18	996.48
			CONTRACT LABOR 10/18	<u>1,175.21</u>
			TOTAL:	18,194.13
EMERGENCY MEDICAL SERV	EMERGENCY MED SERV	AT&T MOBILITY	ACCT: 287002901236	91.50

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		OKLAHOMA FIREFIGHTERS	FIRE PENSION	7,186.00
		TRANSFER ACCOUNT	MEDICARE	1,022.61
		EXPRESS TIRE BRAKE & ALIG	TIRES	<u>1,032.00</u>
			TOTAL:	9,332.11
CHICKASHA INDUSTRIAL A	CHICKASHA INDUST A	TRANSFER ACCOUNT	FICA	172.68
			MEDICARE	<u>40.39</u>
			TOTAL:	213.07
EMERGENCY 911	E-911 FUND	PUBLIC SERVICE COMPANY OF OKLAHOMA	ACCT 951-031-060-0-1	<u>5.17</u>
			TOTAL:	5.17
NON-DEPARTMENTAL	CHICKASHA MUNICIPA	MISC ONE-TIME V DRUMMON COMMUNICATIONS	REIMBURSEMENT	366.00
		WOODWARD'S DEPARTMENT ST	BOOTS FOR EMPLOYEES	<u>938.98</u>
			TOTAL:	1,304.98
UTILITY BILLING	CHICKASHA MUNICIPA	JACKIE CASTRELLON	REIMBURSE FOR TRAVEL	85.47
		TRANSFER ACCOUNT	FICA	382.16
			MEDICARE	<u>89.38</u>
			TOTAL:	557.01
CMMA - CAPITAL PROJECTS	CHICKASHA MUNICIPA	AMERICAN WATERWORKS SUPPLY, INC	FC CLAMPS	635.88
			6" MACRO COUPLINGS (12)	4,672.92
			PARTS TO FIX WATER LINES	4,080.00
		OKLAHOMA CONTRACTORS SUPP	WATER LINE PARTS	6,480.00
			6" ROMARCO COUP (12)	4,740.00
		J & R EQUIPMENT L.L.C.	PARTS TO FIX WATER LINE	1,021.95
		POWERSEAL PIPELINE PRODUC	WATER LINE COUPLINGS	2,760.00
		ICM	TRASH PUMP	3,127.00
		UTILITY TECHNOLOGY SERVICES	MXU'S (140)	27,300.00
			WATER LINE PARTS	<u>2,700.00</u>
			TOTAL:	57,517.75
CMMA GENERAL	CHICKASHA MUNICIPA	OMEGA RAIL MANAGEMENT, INC	21-530410	551.46
			22-530410	603.09
			23-530410	630.45
			24-530410	<u>652.77</u>
			TOTAL:	2,437.77
PUBLIC WORKS ADMIN	CHICKASHA MUNICIPA	TRANSFER ACCOUNT	FICA	476.62
			MEDICARE	111.47
		FASTENAL COMPANY	JANITORIAL SUPPLIES	<u>352.04</u>
			TOTAL:	940.13
SANITATION DEPARTMENT	CHICKASHA MUNICIPA	TRANSFER ACCOUNT	FICA	94.59
			MEDICARE	22.12
		SOUTHERN PLAINS LANDFILL	CONSTRUCT & DEMO-3RD	303.19
			CONSTRUCT & DEMO-3RD	102.65
			CONSTRUCT & DEMO-3RD	502.72
			CONSTRUCT & DEMO-3RD	53.70
		UNIFIRST HOLDINGS, L.P.	MISC ACCT SEE DETAIL LIST	<u>15.07</u>
			TOTAL:	1,094.04
WATER PLANT	CHICKASHA MUNICIPA	SUMMIT UTILITIES	MISC ACCOUNTS SEE DETAIL L	50.05
		C L BOYD	BULLDOZER / WATER PL	<u>19,390.00</u>
			TOTAL:	19,440.05

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
WASTEWATER PLANT	CHICKASHA MUNICIPA	USW UTILITY GROUP PUBLIC SERVICE COMPANY OF OKLAHOMA	WAS PUMP-BARNES	44,596.86
			MISC ACCTS SEE DETAIL LIST	<u>47.13</u>
			TOTAL:	44,643.99
LINE MAINTENANCE DEPT	CHICKASHA MUNICIPA	HERC RENTALS CHICKASHA	TRASH PUMP	83.00
			BREAKER 30-39 LB BATTERY	104.00
			PARTS & SUPPLIES	808.19
			BOOTS FOR EMPLOYEES	3,466.00
			SHORING RENTAL	907.02
			CONTRACT LABOR	1,353.97
			CONTRACT LABOR	1,234.88
			CONTRACT LABOR	1,298.88
			JULY PARTS & SUPPLIES	285.80
			FICA	1,178.51
			MEDICARE	275.61
			LONG DISTANT CHARGE	92.39
			1/2" X 1" X 200' MRXMR	<u>721.28</u>
			TOTAL:	11,809.53
LAKE CHICKASHA	CHICKASHA MUNICIPA	RANDALL SCOTT VAUGHN dba CHISOLM TRAIL AT&T MOBILITY CKENERGY ELECTRIC COOPERATIV C L BOYD TRANSFER ACCOUNT UNIFIRST HOLDINGS, L.P.	CIVIL ENGINEERING 10/13	1,350.00
			ACCT: 287002901236	41.46
			MISC ACCOUNTS SEE DETAIL L	864.22
			BULLDOZER / LAKE CHI	15,790.00
			FICA	14.63
			MEDICARE	3.42
			MISC ACCT SEE DETAIL LIST	<u>172.71</u>
			TOTAL:	18,236.44
BUILDING MAINTENANCE	CHICKASHA MUNICIPA	OPTIMUM AT&T TDS TELECOM SPIC & SPAN COMMERCIAL CLEANING, LLC SUMMIT UTILITIES AT&T TRANSFER ACCOUNT UNIFIRST HOLDINGS, L.P. STORAGE 'R' US	FD INTERNET & TV	173.18
			CITY HALL TV SERVICE	70.39
			ACCT: 8310012109211	3,328.40
			ACCT:4054537915	49.08
			OCT CLEANING	1,595.00
			OCT CLEANING	830.50
			OCT CLEANING	303.00
			MISC ACCOUNTS SEE DETAIL L	53.83
			MISC ACCTS SEE DETAIL LIST	31,956.71
			FICA	104.28
			MEDICARE	24.39
			MISC ACCT SEE DETAIL LIST	10.56
			UNIT 116 RENT 11.16-12.15.	<u>180.00</u>
			TOTAL:	38,679.32
WATER PLANT PROJECT 20	CHICKASHA MUNICIPA	BANK OF OKLAHOMA	OWRB 102525	<u>345,187.71</u>
			TOTAL:	345,187.71
AIRPORT	AIRPORT	SPIC & SPAN COMMERCIAL CLEANING, LLC PUBLIC SERVICE COMPANY OF OKLAHOMA PARKHILL C L BOYD TRANSFER ACCOUNT UNIFIRST HOLDINGS, L.P.	OCT CLEANING	207.55
			MISC ACCTS SEE DETAIL LIST	203.31
			ENGINEERING SERVICES	14,437.50
			ENGINEERING SERVICES	2,900.00
			BULLDOZER / AIRPORT	15,790.00
			FICA	189.97
			MEDICARE	44.43
			MISC ACCOUNTS SEE DETAIL L	71.89
			UNIFIRST HOLDINGS, L.P.	<u>57.79</u>
			TOTAL:	33,902.44

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
CAPITAL PROJECTS	CAPITAL PROJECTS F	RANDALL SCOTT VAUGHN dba CHISOLM TRAIL	CIVIL ENGINEERING	562.50
			Civil Engineering	300.00
			CIVIL ENGINEERING	862.50
			Construction Engineering	761.25
			TOTAL:	2,486.25
COMBINED INSURANCE	COMBINED INSURANCE	MR. K'S PAINT & COLLISION	REPAIRS ON #5578	7,359.13
		OMAG	GEN LIAB INSURANCE	40,296.75
			PROPERTY INS	42,435.00
			TOTAL:	90,090.88
NON-DEPARTMENTAL	AP/PAYROLL CASH FU	TRANSWORLD SYSTEMS INC obh AIR FORCE E	3623769-EDGVI	141.66
				116.90
				358.50
		OKLAHOMA FIREFIGHTERS	FIRE PENSION BUY BACK	174.01
			FIRE PENSION	10,009.35
		CITY OF CHICKASHA-(ACH) OKLAHOMA POLIC	POLICE PENSION	3,525.66
			POLICE PENSION	611.76
		OKLAHOMA MUNICIPAL RETIRE	OMRF3	468.46
		TRANSFER ACCOUNT	ENTITY 0037102001	6,846.00
			FEDERAL WITHHOLDING	33,298.04
			FEDERAL WITHHOLDING	488.07
			STATE INCOME TAX	12,622.00
			STATE INCOME TAX	322.00
			FICA	13,066.40
			FICA	541.59
			MEDICARE	5,190.43
			MEDICARE	126.67
		CITY OF CHICKASHA FLEX SPENDING ACCOUN	UNREIMBURSED MEDICAL 23-19	50.00
			TOTAL:	87,957.50

===== FUND TOTALS =====		
11	GENERAL FUND	208,249.42
23	EMERGENCY MED SERV FUND	9,332.11
25	CHICKASHA INDUST AUTH	213.07
27	E-911 FUND	5.17
31	CHICKASHA MUNICIPAL AUTH	541,848.72
39	AIRPORT	33,902.44
52	CAPITAL PROJECTS FUND	2,486.25
71	COMBINED INSURANCE	90,090.88
99	AP/PAYROLL CASH FUND	87,957.50

	GRAND TOTAL:	974,085.56

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: 10/23/2024 THRU 11/05/2024

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: COUNCIL REPORT FOR 11.4.24
SIGNATURE LINES: 0

PACKET OPTIONS

INCLUDE REFUNDS: YES
INCLUDE OPEN ITEM:NO

CHICKASHA

Meeting Type: Council Agenda 11-4-2024

Meeting Date: 11/4/2024

Department: City Clerk

Agenda Item No. 4.b.

AGENDA ITEM: Acceptance of the Minutes of the regular October 21, 2024, meeting; and the Minutes of the Special October 28, 2024 meeting.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: November 4, 2024	(From)		

V. ATTACHMENTS:

1. City 10-28-2024
2. City 10-21-2024

October 28, 2024

The **SPECIAL** meeting of the **CHICKASHA CITY COUNCIL** was held in the council chambers in city hall on the 28th day of October 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 6:00 p.m.

ITEM 1. **Call to Order / Roll Call**

MAYOR AND COUNCIL

PRESENT: Zachary Grayson, Mayor
Georgianne Hebblethwaite, Vice-Mayor
Kelly Boyd
Oscar Nelson
Kea Ginn
John Smith
Charlie Burruss
Brian Gerdes

ABSENT: Erica Alexander

STAFF

PRESENT: Keith Johnson, City Manager
Rachel Berish, Asst. City Manager
Susan McDaniel, City Clerk
Tony Samaniego, Fire Chief
Elaine Jensen, Finance Director
Jim Crosby, Public Works Director
Tracey Austin, HR Director
Shae Mortimer, Marketing and Civic Engagement Manager

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

Roll call:

Boyd – Present
Nelson – Present
Ginn - Present
Hebblethwaite – Present
Smith - Present

6:00 p.m.

Burruss - Present

Gerdes – Present

Grayson - Present

ITEM 2. **Work Session:**

ITEM 2a. **Discussion on Airport projects and future plans.**

Work Session concluded at 7:22 p.m.

ITEM 3. **Discussion and Consideration Items:**

ITEM 3a. **Discussion, consideration, and possible action to waive the competitive bidding requirements and authorize Staff to solicit bids for CMA-2407 – Emergency Waterline Repair/Replacement – Stillwater Central Railroad at Chickasha Water Treatment Plant based on the City Council’s determination that an emergency exists which is critical to life, health, or destruction of property causing economic loss to the City or its inhabitants.**

*Motion by Council Member Hebblethwaite and second by Council Member Ginn to waive the competitive bidding requirements and authorize Staff to solicit bids for CMA-2407 – Emergency Waterline Repair/Replacement – Stillwater Central Railroad at Chickasha Water Treatment Plant based on the City Council’s determination that an emergency exists which is critical to life, health, or destruction or property causing economic loss to the City or its inhabitants.

Roll call vote:

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

“Nays:” None.

“Abstain:” None.

Motion passed. 8-0

ITEM 4. **EXECUTIVE SESSION:**

ITEM 4a. **Discussion, consideration and possible action to enter into executive session pursuant to 25 O.S. Section 307(B)(1) to discuss the hiring of a City Manager (Interview of candidate Jim Crosby).**

*Motion by Council Member Boyd and second by Council Member Gerdes to enter into Executive Session.

Roll call vote:

City Council Meeting 10-28-2024

6:00 p.m.

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

“Nays:” None.

“Abstain:” None.

Motion passed. 8-0

Entered into Executive Session at 7:30 p.m.

Reconvened open session at 9:08 p.m.

Roll Call:

Boyd – Present

Nelson – Present

Ginn - Present

Hebblethwaite – Present

Smith – Present

Burruss – Present

Gerdes – Present

Grayson – Present

ITEM 4b. 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 Smith to authorize the Mayor to negotiate a contract with Jim Crosby for the position of City Manager and bring the contract back to Council.

Roll call vote:

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

“Nays:” None.

“Abstain:” None.

Motion passed. 8-0

ITEM 5.

ITEM 5 Adjournment:

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

Meeting adjourned.

City Council Meeting 10-28-2024
6:00 p.m.

TIME: 9:10 p.m.

Zachary Grayson, Mayor

ATTEST:

Susan M. McDaniel, City Clerk

Approved this 4th day of November 2024.

October 21, 2024

The **REGULAR** meeting of the **CHICKASHA CITY COUNCIL** was held in the council chambers in city hall on the 21st day of October 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
Rachel Berish, Asst. City Manager
Susan McDaniel, City Clerk
Tony Samaniego, Fire Chief
Chief Music, Police Dept.
Elaine Jensen, Finance Director
Spencer Winzenried, Parks & Rec Director
Jim Crosby, Public Works Director
Lillie Huckaby, Library Director
Shae Mortimer, Marketing and Civic Engagement Manager

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

Roll call:

Boyd – Present
Nelson – Present
Ginn - Present

City Council Meeting 10-21-2024
6:30 p.m.

Hebblethwaite – Present
Alexander – Present
Smith - Present
Burruss - Present
Gerdes – Present
Grayson - Present

Council Member Hebblethwaite gave the invocation and Council Member Ginn the Pledge of Allegiance.

ITEM 2. **Citizen Comments:**

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

ITEM 3. **Council Communications.**

Council Member Smith asked that the 9th and Grand and 16th and Grand lanes be looked at to get new striping applied to the road.

Mayor Grayson announced that there will be an Executive Session soon to consider an internal City Manager candidate.

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

- ITEM 4a. Acceptance of the minutes of October 7, 2024, regular Council Meeting.
- ITEM 4b. Acceptance of the Claims List.
- ITEM 4c. Accept the 2025 Safe Grant award for the Police Department.
- ITEM 4d. Authorize the renewal of the annual maintenance contract for cots and powerload systems for ambulances.
- ITEM 4e. Acknowledge receipt of the Economic Development Council of Chickasha, Inc. Check Detail for September 2024.
- ITEM 4f. Acknowledge receipt of the Annual Financial Statements and Accompanying Independent Auditor's Reports for the Years Ended June 30, 2024, and 2023 for the Chickasha Economic Development Council.
- ITEM 4g. Adopt Resolution 2024-29R – for the 911 Management Authority Grant Application.
- ITEM 4h. Acceptance of the Permanent Sewer Easement for Sleepy Hollow 3rd Addition Phase 3.
- ITEM 4i. Acceptance of the Permanent Drainage Easement for Sleepy Hollow 3rd Addition Phase 3.

City Council Meeting 10-21-2024
6:30 p.m.

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

** Amended Motion by Council Member Alexander, second by Council Member Hebblethwaite to approve the Consent Docket Item 4a, 4b, 4d, 4e, 4f, 4g, 4h, and 4i.

Roll call vote:

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

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

ITEM 4c. *Motion by Council Member Alexander, second by Council Member Smith to approve the Consent Docket Item 4c.

Roll call vote:

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

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

ITEM6a. Public Hearing to discuss and consider the preliminary plat for Enclave Estates at Chickasha for Applicant Crafton Tull.

Public Hearing began at 6:40 p.m.

Kendall Dillon with Crafton Tull presented information regarding the proposed plat and information.

Public Hearing closed at 6:48 p.m.

ITEM 6b. Discussion, consideration, and possible action to approve the Preliminary Plat for Enclave Estates at Chickasha for applicant Crafton Tull.

*Motion by Council Member Burruss and second by Council Member Hebblethwaite to approve the Preliminary Plat for Enclave Estates at Chickasha for applicant Crafton Tull.

City Council Meeting 10-21-2024
6:30 p.m.

Roll call vote:

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

ITEM 6c. **Discussion, consideration, and possible action to approve Resolution 2024-28R, a Resolution creating, naming and establishing the Commencement Date for Increment District No. 2, City of Chickasha; ratifying and confirming Ordinance No. 2024-05 of the City Council of the City of Chickasha, Oklahoma, providing for severability; and containing other provisions related thereto.**

*Motion by Council Member Hebblethwaite and second by Council Member Nelson to approve Resolution 2024-28R as presented.

Roll call vote:

“Ayes:”	Smith, Alexander, Nelson, Ginn, Hebblethwaite, and Grayson.
“Nays:”	Burruss, Gerdes, and Boyd.
“Abstain:”	None.
Motion passed.	6-3

ITEM 7.

ITEM 7 Adjournment:

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

Meeting adjourned.

TIME: 7:14 p.m.

Zachary Grayson, Mayor

ATTEST:

Susan M. McDaniel, City Clerk

Approved this 4th day of November 2024.

CHICKASHA

Meeting Type: Council Agenda 11-4-2024

Meeting Date: 11/4/2024

Department: City Clerk

Agenda Item No. 4.c.

AGENDA ITEM: Acceptance of the meeting dates and employee holidays for the calendar year 2025 for the Chickasha City Council, Chickasha Municipal Authority, Chickasha Municipal Airport Authority, and various Boards, Commissions, and Committees.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: November 4, 2024	(From)		

V. ATTACHMENTS:

1. Public Notice Meeting Dates 2025

PUBLIC NOTICE

As required by the Oklahoma Open Meeting Act, Title 25, Oklahoma Statutes, Section 311, Subsection 1, the City of Chickasha, Chickasha Municipal Authority and the Chickasha Municipal Airport Authority hereby gives public notice as to the following meeting dates and times:

CHICKASHA CITY COUNCIL AND
CHICKASHA MUNICIPAL AUTHORITY
CHICKASHA MUNICIPAL AIRPORT
AUTHORITY
6:30 P.M. (1st and 3rd Mondays of each month)

January 6, and 21, 2025 (Tuesday)

February 3, and 17, 2025

March 3, 2025 (One Meeting)

April 7, and

***OATH OF OFFICE MAYOR AND NEW COUNCIL
MEMBERS 6:30 P.M.***

April 21, 2025

May 5, and 19, 2025

June 2, and 16, 2025

July 7, and 21, 2025

August 4, and 18, 2025

September 2, (Tuesday) and 15,
2025

October 6, and 20, 2025

November 3, and 17, 2025

December 1, 2025 (One Meeting)

All Meetings held at City Hall in the
Council Chambers, 2nd Floor, City Hall,
117 N. 4th Street, Chickasha, OK 73018

Susan M. McDaniel, City Clerk

Notice Posted: November 5, 2024

Notice Published: November 7, 2024 & November 14, 2024

PUBLIC NOTICE

As required by the Oklahoma Open Meeting Act, Title 25, Oklahoma Statutes, Section 311, Subsection 1, the City of Chickasha, Chickasha Municipal Authority and the Chickasha Municipal Airport Authority hereby gives public notice as to the following meeting dates and times:

AIRPORT BOARD

As called

CHICKASHA BEAUTIFICATION COMMITTEE

As called

LIBRARY BOARD

6:00 P.M. (3rd Tuesday of each quarter)
Meetings held in the Conference Room
Chickasha Public Library
527 W. Iowa, Chickasha, OK

January 21, 2025
April 15, 2025
July 15, 2025
October 21, 2025

PLANNING COMMISSION

4:00 P. M. (2nd Tuesday of each month)
Meetings held in the Council Chambers
2nd Floor, City Hall,
117 N. 4th Street, Chickasha, OK

January 14, 2025
February 11, 2025
March 11, 2025
April 8, 2025
May 13, 2025
June 10, 2025
July 8, 2025
August 12, 2025
September 9, 2025
October 14, 2025
November meeting will be set, if
needed.
December 9, 2025

BOARD OF ADJUSTMENT

As called

BUILDING CODE BOARD OF APPEALS

As called

CEMETERY BOARD

As called

**CHICKASHA EMERGENCY MANAGEMENT
AGENCY ADVISORY BOARD**
(Formerly Chickasha Civil Defense)

As called

CHICKASHA INDUSTRIAL AUTHORITY

As called

FLOODPLAIN BOARD OF APPEALS

As called

HISTORIC PRESERVATION COMMISSION

4:00 P.M. (4th Tuesday Quarterly)

Meetings held in the Conference Room

2nd Floor, City Hall

117 N. 4th Street, Chickasha, OK

February 25, 2025

May 27, 2025

August 26, 2025

November 25, 2025

PARKS & RECREATION ADVISORY BOARD

As called

PUBLIC NOTICE

The City of Chickasha will schedule Work Sessions as needed. Work Sessions ARE special meetings of the City Council or Public Trust.

Questions concerning items on the Work Session or any other item on this topic should be directed to the City Manager's office at 222-6045.

Susan M. McDaniel, CMC - City Clerk

Posted: November 5, 2024

EMPLOYEE HOLIDAY SCHEDULE

January 1, 2025 (Wednesday) New Year's Day

January 20, 2025 (Monday) Martin Luther King Jr. Day

May 26, 2025 (Monday) Memorial Day

June 19, 2025 (Thursday) Juneteenth

July 4, 2025 (Friday) Independence Day

September 1, 2025 (Monday) Labor Day

October 13, 2025 (Monday) Columbus / Indigenous People's Day

November 11, 2025 (Tuesday) Veterans Day

November 27 & 28, 2025 (Thursday/Friday) Thanksgiving Day

December 24, 2025 (Wednesday) Christmas Eve

December 25, 2025 (Thursday) Christmas Day

CHICKASHA

Meeting Type: Council Agenda 11-4-2024

Meeting Date: 11/4/2024

Department: Library

Agenda Item No. 4.d.

AGENDA ITEM: Approve the Food for Fines program at the library

I. BACKGROUND/DESCRIPTION:

For many years, in the spirit of community and helping one another, the Chickasha Public Library has granted amnesty for overdue fines during the month of December in exchange for non-perishable food donations which are given to the local Chickasha Emergency Food Pantry at the First Presbyterian Church at 428 S 6th St, Chickasha. Last year, 2023, \$1,079.45 in fines were waived and 15 boxes of food were received. The previous year, 2022, \$1,428.16 in fines were waived and 23 boxes of food were received. The amnesty covers only overdue book fines, not lost or damaged books. This opportunity allows some patrons, who are perhaps unable to pay the fines, to get their accounts cleared so that they can use the library again, as it is policy that when overdue fines reach \$6.00, additional items cannot be checked out. A little give strengthens and repairs relationships. It is also a collecting point for anyone to give to the Chickasha Emergency Food Pantry, which then replenishes some supplies after the holidays. It's a win-win opportunity.

II. RECOMMENDED ACTION:

To approve waiving overdue library fines through the Food for Fines program in December 2024.

III. FISCAL INFORMATION - Approximately \$1,000 in fines will be waived.

IV. FUND INFORMATION:

Dept. Director: Lillie Huckaby Library Director	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: City Council Meeting 11/4/2024 2024-591	(From)		

V. ATTACHMENTS:

CHICKASHA

Meeting Type: Council Agenda 11-4-2024

Meeting Date: 11/4/2024

Department: Parks and Rec

Agenda Item No. 6.a.

AGENDA ITEM: Discussion consideration and possible action to award COC-2405 - 2024 Mowing parcel 3 to Phillip Willis.

I. BACKGROUND/DESCRIPTION:

Currently, the city maintains the grass area on the east side of Lake Chickasha. This agreement would allow a third party the ability to maintain the same area at no additional cost to the city.

II. RECOMMENDED ACTION:

Staff recommends approving this agreement.

III. FISCAL INFORMATION - There are no additional expenses with this project.

IV. FUND INFORMATION:

Dept. Director: Spencer Winzenried, Parks and Recreation Director	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: November 4, 2024	(From)		

V. ATTACHMENTS:

- 20241015083426301

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:	TITLE:
	COC-2405	2024 Mowing
NO BIDS WILL BE ACCEPTED AFTER:		CONTRACT PERIOD
Friday, September 27, 2024 @ 1:30 p.m.		

VENDORS NAME:		REASON FOR NO BID:	
Phillip Willis			
MAILING ADDRESS:			
28008 CR 1260			
CITY:	STATE:	ZIP:	TERMS:
Verden	OK	73092	
AREA CODE:	TELEPHONE NO.	FAX NO.	DELIVERY:
405	802-2580	N/A	
E-MAIL ADDRESS			FEDERAL EMPLOYER IDENTIFICATION NO. OR SOCIAL SECURITY NO.
Phillip.dc.2052@hotmail.com			

NON-COLLUSION AFFIDAVIT

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

STATE OF Oklahoma, COUNTY OF Oklahoma

Phillip Willis of lawful age, being first duly sworn on oath, says that 1. (s)he is the duly authorized agent of the above bidder submitting the competitive bid which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and city officials or employees, as well as facts pertaining to the giving or offering of things of value to city personnel in return for special consideration in the letting of any contract pursuant to the bid to which this statement is attached. 2. (s)he is fully aware of the rights 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 (s)he nor anyone subject to the bidder's direction or control has been a party:

- to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
- to any collusion with any city official or employee as to quantity, quality or price in the prospective contract, nor
- in any discussions between bidders and any city official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

Subscribed and sworn to before me this 17 day of September, 2024

Ray Endley
Notary

My Commission Expires: 9/6/2028

Phillip Willis
Bidder

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED!

BUSINESS RELATION AFFIDAVIT

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

STATE OF Oklahoma, COUNTY OF Oklahoma

Phillip Willis of lawful age, being first duly sworn on oath, says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the nature of any relationship presently in effect or which existed within one (1) year prior to the date of this statement with the architect, engineer, or other party to the project is as follows:

None

Affiant further states that any such business relationship presently in effect or which existed within one (1) year prior to the date of this statement between any officer or director of the bidding company and any officer or director of the architectural or engineering firm or other party to the project is as follows:

None

Affiant further states that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms are as follows:

None

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

Subscribed and sworn to before me this 17 day of September, 2024

Ray Endley
Notary

My Commission Expires: 9/6/2028

Phillip Willis
Bidder

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED!

SEALED BIDS: All sheets bid on and this form must be executed and submitted in a sealed envelope. (DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE). The face of the envelope shall contain, in addition to the 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	PROPOSED LEASE RATE PER ACRE PER YEAR	PROPOSED TOTAL AMOUNT PER YEAR
1	Parcel 1 – near Chickasha Sports Complex	ACRE	27	\$	\$ No Bid
					Dollars
2	Parcel 2 – along Line Creek	EACH	13.5	\$	\$ No Bid
					Dollars
3	Parcel 3 – east side of Lake Chickasha	EACH	90	\$ 2.01	\$ 180.90
					Dollars

I/We, the undersigned propose to provide 2024 Mowing, in Chickasha, Ok meeting or exceeding specifications as described herein:

Bidder: Phillip Willis By: [Signature]
Name of Company Signature & Title

Mailing Address: 28008 CR 1260 Verden, OK 73092

405-802-2580 NA Phillip.dc2052@hotmail.com
Phone No Fax No Email

SUBSCRIBED AND SWORN TO BEFORE ME THIS 17 DAY OF Sept 20 24.

MY COMMISSION EXPIRES:

9/6/2028 [Signature]
NOTARY PUBLIC



CHICKASHA



Meeting Type: Council Agenda 11-4-2024

Meeting Date: 11/4/2024

Department: Fire Department

Agenda Item No. 6.b.

AGENDA ITEM: Discussion, consideration, and possible action to authorize the purchase of a new 2025 Ram 5500 Ambulance through Emergency Vehicle Sales and Service of Oklahoma to be reimbursed by the 522 EMS District not to exceed \$385,469.00.

I. BACKGROUND/DESCRIPTION:

Purchase would be reimbursed by the Grady County 522 EMS District. All ambulances within the 522 District are identical to allow for interoperability.

II. RECOMMENDED ACTION:

Authorize the purchase of a new 2025 Ram 5500 Ambulance through Emergency Vehicle Sales and Service of Oklahoma to be reimbursed by the 522 EMS District not to exceed \$385,469.00.

III. FISCAL INFORMATION - Amount will be reimbursed by the 522 District.

IV. FUND INFORMATION:

Dept. Director: Tony Samaniego, Fire Chief	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: November 4, 2024	(From) 23-502-6300-033.1		\$385,469.00

V. ATTACHMENTS:

1. Estimate_2433_from_Emergency_Vehicles_Sales_and_Service_Of_Oklahoma

ESTIMATE

Emergency Vehicles Sales and
Service Of Oklahoma
920 Hunt Club Rd
Blanchard, OK 73010

donnie@emergencyvehiclesok.com
+1 (405) 833-6677



Bill to
Chickasha Fire Department
1700 Harley Drive
Chickasha, OKLAHOMA 73018
United States

Ship to
Chickasha Fire Department
1700 Harley Drive
Chickasha, OKLAHOMA 73018
United States

Estimate details
Estimate no.: 2433
Estimate date: 09/29/2024
Expiration date: 10/29/2024

#	Product or service	Description	Qty	Rate	Amount
1.	New Truck sales	2025 Dodge 5500 108 CA Chassis Red in color 14 Foot Custom Truck and body works with same options' as the last unit Trade in allowance applied to final pricing Dodge 5500 Frazier ambulance with power load and cot	1	\$397,969.00	\$397,969.00
Subtotal					\$397,969.00
Discount					-\$12,500.00
Total				\$385,469.00	
Expiry date					10/29/2024

Accepted dateAccepted by

CHICKASHA

Meeting Type: Council Agenda 11-4-2024

Meeting Date: 11/4/2024

Department: Parks and Rec

Agenda Item No. 6.c.

AGENDA ITEM: Discussion, consideration, and possible action to award Bid RFP COC-2407 - Splash Pad Rehabilitation Phase One - to RJR Enterprises Inc. in an amount not to exceed \$53,900.

I. BACKGROUND/DESCRIPTION:

The splash pad was built in 2007. Some of the elements no longer work. I received a grant that will cover this project. We received two quotes for the project. The group selected was the cheapest, and we plan to do everything in their bid except "Alt Bid 4 Remove and Replace Splash Pad Surface Coating, Complete."

II. RECOMMENDED ACTION:

Award Bid RFP COC-2407 - Splash Pad Rehabilitation Phase One - to RJR Enterprises Inc. in an amount not to exceed \$53,900.

III. FISCAL INFORMATION - 11-551-6450-008 \$53,900

IV. FUND INFORMATION:

Dept. Director: Spencer Winzenried , Parks and Recreation Director	Fund	Account	Amount
	(To) 11-551-6450-008		\$53,900
	FUND	ACCOUNT	AMOUNT
Meeting Date: RFP COC-2407	(From) 11-551-6450-008		53,900

V. ATTACHMENTS:

1. IMG_2053
2. IMG_2061
3. COC-2407 Let of Awd Recommend w.bid tabs

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	\$18,400.00	\$18,400.00
Alt Bid 1	Splash Pad Control Replacement, Complete	L.SUM	1	\$16,000.00	\$16,000.00
Alt Bid 2	Underground water supply pipeline replacement, including slab repair, Complete	LF	100	\$130.00	\$13,000.00
Alt Bid 3	Remove and Replace Splash Pad Candy Cane Feature, Complete No New Equipment Included	EA	1	\$3,500.00	\$3,500.00
Alt Bid 4	Remove and Replace Splash Pad Vertical Feature, Complete No New Equipment Included	EA	1	\$3,000.00	\$3,000.00
Alt Bid 4	Remove and Replace Splash Pad Surface Coating, Complete	SF	2,850	\$16.00	\$45,600.00
TOTAL BID (NUMBERS)				\$	\$99,500.00
TOTAL BID (WORDS) <u>Ninety Nine Thousand Five Hundred</u>					
<u>None</u>					

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: RJR Enterprises Inc By: [Signature] President
Name of Company Signature & Title

Mailing Address: 804 NW 1st St. Poyas, Ar 72756

479-436-1002 479-436-8692 ryan@rjrent.com
Phone No Fax No Email

SUBSCRIBED AND SWORN TO BEFORE ME THIS 14th DAY OF October 2024.

MY COMMISSION EXPIRES:

NATHAN McDONALD
Notary Public-Arkansas
Benton County

NOTARY PUBLIC

NATHAN McDONALD
Notary Public-Arkansas
Benton County
My Commission Expires 11-01-2024
Commission # 12402748

Shannon Springs Park Design/Build Splash Pad Rehab Phase One

Page 1 of 14

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	\$ 29,881	\$ 29,881. ⁰⁰
Alt Bid 1	Splash Pad Control Replacement, Complete	L.SUM	1	\$ 21,936	\$ 21,936. ⁰⁰
Alt Bid 2	Underground water supply pipeline replacement, including slab repair, Complete	LF	100	\$ 150	\$ 15,000. ⁰⁰
Alt Bid 3	Remove and Replace Splash Pad Candy Cane Feature, Complete	EA	1	\$ 10,395	\$ 10,395. ⁰⁰
Alt Bid 4	Remove and Replace Splash Pad Vertical Feature, Complete	EA	1	\$ 10,395	\$ 10,395. ⁰⁰
Alt Bid 4	Remove and Replace Splash Pad Surface Coating, Complete	SF	2,850	\$ 21. ⁰⁰	\$ 59,850. ⁰⁰
TOTAL BID (NUMBERS)				\$	\$ 147,457. ⁰⁰
TOTAL BID (WORDS)					
ONE HUNDRED FORTY SEVEN THOUSAND FOUR HUNDRED FIFTY SEVEN DOLLARS					

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:

CAL

Name of Company

By:

[Signature]
Signature & Title

Mailing Address:

P.O. Box 220 EDMOND, OK 73083

405.314.0802

Phone No

Fax No

Kirk@CALoke.com

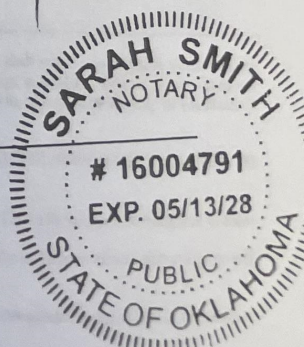
Email

SUBSCRIBED AND SWORN TO BEFORE ME THIS 16 DAY OF Oct 2024.

MY COMMISSION EXPIRES:

5/13/28

[Signature]
NOTARY PUBLIC



Shannon Springs Park Design/Build Splash Pad Rehab Phase One
Page 1 of 14



CHISHOLM TRAIL CONSULTING, LLC

R. Scott Vaughn, P.E., CFM
Professional Engineering Services
580-467-8130
rscottv11@gmail.com

October 24, 2024

Chickasha Municipal Authority
Mr. Spencer Winzenried
Parks and Recreation Director
117 North 4th Street
Chickasha, Oklahoma 73018

RE: RFP COC-2407
SHANNON SPRINGS PARK
DESIGN/BUILD SPLASH PAD REHABILITATION PHASE ONE
CHICKASHA, OK

Dear Sir:

Two bids were received on October 16, 2024 for the referenced project. The lowest responsive bid was received from RJR Enterprises, Inc. of Rogers, Arkansas. Please refer to the attached Bid Tabulations for more information.

The request for bids for this project consisted of a Base Bid and five Alternate Bids. These bid items were for 1) Water control valve and box rehabilitation, 2) Splash Pad Control replacement, 3) Underground water supply pipeline replacement, including slab repair, 4) Remove and replace Candy Cane Feature, 5) Remove and replace Vertical Feature and 6) Remove and replace Splash Pad Surface Coating.

As you know, Chickasha has received a Healthy Incentive Program Grant for Communities from the Tobacco Settlement Endowment Trust in the amount of \$60,000.00 for this project. According to their web page, RJR Enterprises, Inc. has over 100 years' experience of construction in the park and playground industry.

Per our discussion, it is recommended the City of Chickasha award a contract to RJR Enterprises, Inc. for COC-2407 Design/Build Splash Pad Rehabilitation Phase One Base Bid and Alternate Bids 1, 2, 3 and 4 in the total amount of \$53,900.00. This amount omits Alternate Bid 5, Remove and Replace Splash Pad Surface Coating.

If you have any questions, or require additional information, please do not hesitate to call me.

Sincerely,

A handwritten signature in blue ink that reads 'R. Scott Vaughn'.

R. Scott Vaughn, P.E., CFM

Enclosures

Cc: File



CITY OF CHICKASHA
RFP COC-2407
SHANNON SPRINGS PARK
DESIGN/BUILD
SPLASH PAD REHABILITATION PHASE ONE
BID TABULATION SUMMARY

DATE OF BID OPENING 10/16/2024
TIME OF BID OPENING 1:30 p.m.

COMPANY NAME	TOTAL BID	AFFIDAVIT OF NON-COLLUSION	BUSINESS RELATIONSHIPS AFFIDAVIT	BID BOND
C4L, LLC	\$ 147,457.00	YES	YES	YES
RJR ENTERPRISES	\$ 99,500.00	YES	YES	NR

NR = Not required per Oklahoma Statutes - bid amount less than \$100,000





CITY OF CHICKASHA
RFP COC-2407
DESIGN/BUILD
SPLASH PAD REHABILITATION PHASE ONE
BID TABULATION DETAILED

DATE OF BID OPENING		10/16/2024					
TIME OF BID OPENING		1:30 p.m.		C4L, LLC		RJR Enterprises	
PAY ITEM	PAY ITEM DESCRIPTION	UNITS	EST QTY	EST UNIT PRICE	EST TOTAL PRICE	UNIT PRICE	TOTAL PRICE
Base Bid	Splash Pad Water Control Valve and Box Rehabilitation, Complete	L.SUM	1	\$ 29,881.00	\$ 29,881.00	\$ 18,400.00	\$ 18,400.00
Alt Bid 1	Splash Pad Control Replacement, Complete	L.SUM	1	\$ 21,936.00	\$ 21,936.00	\$ 16,000.00	\$ 16,000.00
Alt Bid 2	Underground water supply pipeline replacement, including slab repair, Complete	LF	100	\$ 150.00	\$ 15,000.00	\$ 130.00	\$ 13,000.00
Alt Bid 3	Remove and Replace Splash Pad Candy Cane Feature, Complete	EA	1	\$ 10,395.00	\$ 10,395.00	\$ 3,500.00	\$ 3,500.00
Alt Bid 4	Remove and Replace Splash Pad Vertical Feature, Complete	EA	1	\$ 10,395.00	\$ 10,395.00	\$ 3,000.00	\$ 3,000.00
Alt Bid 5	Remove and Replace Splash Pad Surface Coating, Complete	SF	2,850	\$ 21.00	\$ 59,850.00	\$ 16.00	\$ 45,600.00
TOTAL				\$	147,457.00	\$	99,500.00



CHICKASHA

Meeting Type: Council Agenda 11-4-2024

Meeting Date: 11/4/2024

Department: Parks and Rec

Agenda Item No. 6.d.

AGENDA ITEM: Discussion, consideration, and possible action to award Bid RFP COC-2408 Swimming Pool rehabilitation to Sunbelt Pools in an amount not to exceed \$460,025.00.

I. BACKGROUND/DESCRIPTION:

The pool was built in the early 1980s. It has multiple leaks and needs repair. This project would update the piping around the pool and the backroom equipment. While we only had one bid on the project, we feel very comfortable with the bid.

II. RECOMMENDED ACTION:

Award Bid RFP COC-2408 Swimming Pool rehabilitation to Sunbelt Pools in an amount not to exceed \$460,025.00.

III. FISCAL INFORMATION - This is an approved capital improvement item in the 2024-2025 budget.

IV. FUND INFORMATION:

Dept. Director: Spencer Winzenried, Parks and Recreation Director	Fund	Account	Amount
	(To)11-551-6450-009		\$460,025.00
	FUND	ACCOUNT	AMOUNT
Meeting Date: November 4, 2024	(From) 11-551-6450-009		\$460,025.00

V. ATTACHMENTS:

1. COC-2408 Let of Awd Recommend w.bid tabs
2. Pool



CHISHOLM TRAIL CONSULTING, LLC

R. Scott Vaughn, P.E., CFM
Professional Engineering Services
580-467-8130
rscottv11@gmail.com

October 24, 2024

Chickasha Municipal Authority
Mr. Spencer Winzenried
Parks and Recreation Director
117 North 4th Street
Chickasha, Oklahoma 73018

RE: RFP COC-2408
SHANNON SPRINGS PARK
DESIGN/BUILD SWIMMING POOL REHABILITATION
CHICKASHA, OK

Dear Sir:

As you know, only one bid was submitted on October 16, 2024 for the referenced project. The lone bid received was submitted by Sunbelt Pools of Dallas, Texas. Please refer to the attached Bid Tabulations for more information.

The request for bids for this project consisted of a Base Bid and five Alternate Bids. These bid items were for 1) Remove and replace perimeter inlet piping, 2) High rate filter replacement, 3) Acid pump replacement, 4) Remove and replace all electric panels and wiring in the filter room, 5) Safety Items and 6) Remove and replace two yard hydrants.

In 2023 Chickasha received an estimate to perform various items of work at the pool totaling about \$3.5 million. This project is intended to address only some of the items listed in that 2023 estimate. According to their web page, Sun Belt Pools has over 30 years' experience specializing in commercial pool construction.

Per our discussion, if funding is available, it is recommended the City of Chickasha award a contract to Sunbelt Pools for COC-2408 Design/Build Swimming Pool Rehabilitation in the amount of \$452,025.00. This figure omits the two yard hydrants at \$4,000 each, which seems excessive. If funding is not available in this amount, it is recommended the City of Chickasha award a contract to Sunbelt Pools in the amount of \$239,225.00 which is the amount derived by omitting the yard hydrants and the filter replacement. All other items of work would be awarded.

If you have any questions, or require additional information, please do not hesitate to call me.

Sincerely,

R. Scott Vaughn, P.E., CFM

Enclosures

Cc: File



CITY OF CHICKASHA
RFP COC-2408
SHANNON SPRINGS PARK
DESIGN/BUILD
SWIMMING POOL REHABILITATION
BID TABULATION SUMMARY

DATE OF BID OPENING 10/16/2024
TIME OF BID OPENING 1:30 p.m.

COMPANY NAME	TOTAL BID	BID BOND	AFFIDAVIT OF NON-COLLUSION	BUSINESS RELATIONSHIPS AFFIDAVIT
SUNBELT POOLS	\$ 460,025.00	YES	YES	YES





CITY OF CHICKASHA
RFP COC-2408
SHANNON SPRINGS PARK
DESIGN/BUILD
SWIMMING POOL REHABILITATION
BID TABULATION DETAILED

	DATE OF BID OPENING	10/16/2024		SUNBELT POOLS	
	TIME OF BID OPENING	1:30 p.m.			
ITEM NO.	PAY ITEM DESCRIPTION	UNITS	EST QTY	EST UNIT PRICE	EST TOTAL PRICE
Base Bid	Remove and Replace Perimeter Inlet Piping, Complete, including bedding, joint restraint and concrete repair	LF	475	\$ 473.00	\$ 224,675.00
Alt Bid 1	High Rate Filter Replacement, Complete	L.SUM	1	\$ 212,800.00	\$ 212,800.00
Alt Bid 2	Acid Pump Replacement, Complete	L.SUM	1	\$ 625.00	\$ 625.00
Alt Bid 3	Remove and Replace all electric panels and wiring in filter room, Complete	L.SUM	1	\$ 4,100.00	\$ 4,100.00
Alt Bid 4	Safety Items – Clean, Repair and Paint all safety rails, Replace Safety Grates, Complete	L.SUM	1	\$ 9,825.00	\$ 9,825.00
Alt Bid 5	Remove and Replace Yard Hydrant Complete	EA	2	\$ 4,000.00	\$ 8,000.00
TOTAL					\$ 460,025.00



CHICKASHA

CITY OF CHICKASHA
RFP COC-2408
SHANNON SPRINGS PARK
DESIGN/BUILD
SWIMMING POOL REHABILITATION
BID TABULATION AS-READ

DATE OF BID OPENING 10/16/2024
TIME OF BID OPENING 1:30 p.m.

COMPANY NAME	TOTAL BID
SUNBELT POOLS	\$460,025.00
OLVERAS CONCRETE, LLC	



CHISHOLM TRAIL CONSULTING, LLC

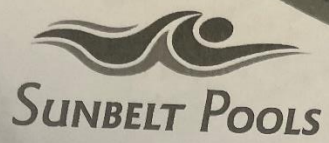


**CHICKASHA, OK
RFP COC-2408
SHANNON SPRINGS PARK
DESIGN/BUILD
SWIMMING POOL REHABILITATION**

BID NOTES/COMMENTS

- HIGH-RATE SAND FILTER REPLACEMENT
 - BID ALSO INCLUDES THE BONDING OF REBAR TO EXISTING REBAR DECK MAT PER OKLAHOMA DEPARTMENT OF HEALTH REQUIREMENTS
- FILTER REPLACEMENT
 - INCLUDES THE REPLACEMENT OF THE BELOW EQUIPMENT PER ONSITE INSPECTION OF SITE WITH SPENCER WINZENRIED ON 10/7/2024
 - FILTER
 - FILTER PIPING
 - FILTER GAUGES
 - CIRCULATION PUMP
 - ALL ASSOCIATED PIPE, VALVES, AND FITTINGS REQUIRED FOR INSTALLATION OF REFERENCED EQUIPMENT
- ACID PUMP REPLACEMENT
 - PUMP TO BE A PROMINENT 95 GPD PUMP WITH 3/8 FEED TUBE SIZE
- REMOVE AND REPLACE ELECTRICAL PANELS
 - INCLUDES THE REPLACEMENT OR ADDITION OF THE BELOW EQUIPMENT PER ONSITE INSPECTION WITH SPENCER WINZENRIED ON 10/8/2024
 - REMOVE EXISTING EQUIPMENT NO LONGER IN SERVICE
 - REMOVE EXISTING EXTENSION CORDS

☎ 405-778-4003
📍 1101 Fretz Ave,
Edmond, OK 73003
🌐 sunbeltpoolsok.com



- INSTALL NEW CONDUIT/WIRE TO PROVIDE PERMANENT POWER TO BECSYS CHEMICAL CONTROLLER AND CHEMICAL FEED DEVICES
-
- CLEAN, REPAIR AND PAINT ALL SAFETY RAILS AND NON-COATED FERROUS MEMBERS
 - NO NOTES
- REMOVE AND REPLACE ALL SAFETY GRATES
 - NO NOTES
- REMOVE AND REPLACE TWO YARD HYDRANTS
 - NO NOTES

 405-778-4003
 1101 Fretz Ave,
Edmond, OK 73003
 sunbeltpoolsok.com

MAIL SEALED BIDS TO:		INVITATION TO BID	
CHICKASHA CITY CLERK		PERSONAL OR COMMON CARRIER DELIVERY	
117 NORTH 4TH STREET		CHICKASHA CITY CLERK	
CHICKASHA, OKLAHOMA 73018		117 NORTH 4TH STREET	
		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	
VENDOR NAME: Sunbelt Pools		REASON FOR NO BID:	
MAILING ADDRESS: 10555 Plano Rad			
CITY: Dallas	STATE: Texas	ZIP: 75238	TERMS: Net 30
AREA CODE: 405	TELEPHONE NO: 778-4003	FAX NO: None	DELIVERY: 10-12 weeks AFO
E-MAIL ADDRESS: guy@sunbeltpools.com		FEDERAL EMPLOYER IDENTIFICATION NO. OR SOCIAL SECURITY NO. 75-216777	

NON-COLLUSION AFFIDAVIT

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

STATE OF Texas COUNTY OF Dallas

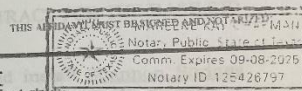
Guy Mayo

I, Guy Mayo, being first duly sworn on oath, says that I (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 8 day of October, 2024
Madame K. Chagnas
 Notary My Commission Expires: 9-8-25



BUSINESS RELATION AFFIDAVIT

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

STATE OF Texas COUNTY OF Dallas

Guy Mayo

I, Guy Mayo, being first duly sworn on oath, says that I (s/he) is the agent authorized by the bidder to submit the attached bid. Affiant further states that the nature of any relationship presently in effect or which existed within one (1) year prior to the date of this statement with the architect, engineer, or other party to the project is as follows:

Affiant further states that any such business relationship presently in effect or which existed within one (1) year prior to the date of this statement between any officer or director of the bidding company and any officer or director of the architectural or engineering firm or other party to the project is as follows:

None

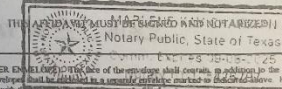
Affiant further states that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms are as follows:

None

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

Bidder

Subscribed and sworn to before me this 8 day of October, 2024
Madame K. Chagnas
 Notary My Commission Expires: 9-8-25



SEALED BIDS: All sealed bids on and this form must be enclosed and submitted in a sealed envelope. (DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE). The seal of the envelope shall contain, in addition to the bidder's address, the words "SEALED BID" the date of the bid opening and the contract number. Bids submitted in Federal Express or other specialist delivery envelopes shall be attached to a separately prepared cover or checked above. Bids not submitted in properly sealed 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 all original documents and attachments.

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 ensure 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 information 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 execution, 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 provisions, special provision or minor specification deviations 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 BOND

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Hartford, Connecticut 06183

KNOW ALL BY THESE PRESENTS, that we Sunbelt Pools, Inc., as Principal, and Travelers Casualty and Surety Company of America, as Surety, are held and firmly bound unto City of Chickasha, as Obligor, in the sum of Five Percent of Greatest Amount Bid Dollars (5% G.A.B.), for the payment of which we bind ourselves, and our successors and assigns, jointly and severally, as provided herein.

WHEREAS, Principal has submitted or is about to submit a bid to the Obligor on a contract for Request for Proposals - RFP COC-2408 - Shannon Springs Park Design/Build Swimming Pool Rehabilitation ("Project").

NOW, THEREFORE, the condition of this bond is that if Obligor accepts Principal's bid, and Principal enters into a contract with Obligor in conformance with the terms of the bid and provides such bond or bonds as may be specified in the bidding or contract documents, then this obligation shall be void; otherwise Principal and Surety will pay to Obligor the difference between the amount of Principal's bid and the amount for which Obligor shall in good faith contract with another person or entity to perform the work covered by Principal's bid, but in no event shall Surety's and Principal's liability exceed the penal sum of this bond.

Signed this 16th day of October, 2024.

Sunbelt Pools, Inc.

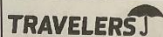
By: [Signature]
Rob Morgan, President

Travelers Casualty and Surety Company of America

By: [Signature]
Felix Navejar, Attorney-in-Fact



Project: Request for Proposals - RFP CQC-2408 - Shannon Springs Park Design/Build Swimming Pool Rehabilitation
Obligee: City of Chikasha
Principal: Sunbelt Pools, Inc.
Bid Bond



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Felix Navejar of Grapevine, Texas their true and lawful Attorney-in-Fact(s) to sign, execute, seal an acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.

State of Connecticut
City of Hartford ss.



By:
Robert L. Raney, Senior Vice President

On this 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2025



Anna P. Nowik

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 16th day of October, 2024



Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

Bonds produced by:
PCL Contract Bonding Agency

PO Box 1305, Colleyville, TX 76034

972-459-4749

www.pclbonds.com

bondrequest@pclbonds.com

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	\$473 ⁰⁰	\$224,675 ⁰⁰
Alt Bid 1	High Rate Filter Replacement, Complete	L.SUM	1	\$212,800 ⁰⁰	\$212,800 ⁰⁰
Alt Bid 2	Acid Pump Replacement, Complete	L.SUM	1	\$625 ⁰⁰	\$625 ⁰⁰
Alt Bid 3	Remove and Replace all electric panels and wiring in filter room, Complete	L.SUM	1	\$4,100 ⁰⁰	\$4,100 ⁰⁰
Alt Bid 4	Safety Items - Clean, Repair and Paint all safety rails, Replace Safety Grates, Complete	L.SUM	1	\$9,825 ⁰⁰	\$9,825 ⁰⁰
Alt Bid 5	Remove and Replace Yard Hydrant Complete	EA	2	\$4,000 ⁰⁰	\$8,000 ⁰⁰
TOTAL BID (NUMBERS)				\$	\$460,025 ⁰⁰
TOTAL BID (WORDS)					
Four Hundred Sixty Thousand, Twenty Five Dollars and zero cents					

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: Sunbelt Pools
Name of Company

By: D. M. G. General Manager - Oklahoma
Signature & Title

Mailing Address: 10555 Plano Rd, Dallas, TX, 75238

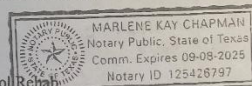
405-778-4003 Phone No None Fax No guym@sunbeltpools.com Email

SUBSCRIBED AND SWORN TO BEFORE ME THIS 8 DAY OF Oct 2024.

MY COMMISSION EXPIRES:

9-8-25

Marlene K. Chapman
NOTARY PUBLIC



Shannon Springs Park Design/Build Swimming Pool Rehab
Page 1 of 14

CHICKASHA

Meeting Type: Council Agenda 11-4-2024

Meeting Date: 11/4/2024

Department: Administration

Agenda Item No. 6.e.

AGENDA ITEM: Discussion, consideration, and possible action to approve Surface Use Agreement and Water Agreement with Continental Resources, Inc.

I. BACKGROUND/DESCRIPTION:

This site is at Lake Chickasha.

II. RECOMMENDED ACTION:

Approve Surface Use Agreement and Water Agreement with Continental Resources, Inc.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Keith Johnson, City Manager	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: November 4, 2024	(From)		

V. ATTACHMENTS:

1. City of Chickasha SUA jf - CLR 9.23.24 (002)
2. Water Agreement Chickasha Henry 1 Well
3. Henry 1-15-26XHW_REV3_CERTIFIED

SURFACE USE AGREEMENT

This SURFACE USE AGREEMENT (the “**Agreement**”) is made and entered into this ____ day of _____, 2024 (the “**Effective Date**”), by and between The City of Chickasha, whose address is 117 N. 4th Street, Chickasha, OK 73018 (“**Surface Owner**”) and Continental Resources, Inc., an Oklahoma corporation, whose address is 20 N. Broadway, Oklahoma City, OK 73102 (“**Operator**”). *Surface Owner* and *Operator* may sometimes be referred to individually as a “**Party**,” or collectively as the “**Parties**.”

WHEREAS, *Surface Owner* is the owner of the following described lands situated in Caddo County, Oklahoma:

Part of the North Half (N/2) of Section Fifteen (15), Township Eight (8) North, Range Nine (9) West of the Indian Meridian, Caddo County, Oklahoma (the “**Lands**”);

WHEREAS, *Operator* owns or operates oil, gas, and/or mineral leases, and may become holder of other oil, gas, and/or mineral leases, underlying the *Lands* (the “**Leases**”). In addition to the rights granted in the *Leases*, *Operator* desires to enter into this *Agreement* for the grant of easements and rights-of-way for ingress and egress on, over, above, below, and across the *Lands* for the use of the surface and subsurface of the *Lands* for the drilling, completing, producing and operating one or more oil and/or gas wells;

WHEREAS, except as may be expressly set forth below, this *Agreement* shall not diminish any other rights held by *Operator* by virtue of the *Leases*, any other oil, gas and/or mineral leases, or any other agreements.

NOW THEREFORE, in consideration of the compensation described below, the mutual covenants and benefits contained in this *Agreement*, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, *Surface Owner* and *Operator* agree as follows:

1. *Surface Owner* grants to *Operator*, and all of its heirs, successors, and assigns, and their agents, employees, contractors, and subcontractors of any tier, an easement and right-of-way for ingress and egress, on, over, above, below, and across the *Lands* and use of the surface and subsurface of the *Lands* for all operations conducted by *Operator*, including, but not limited to, geophysical operations, the drilling, completion, production, and operation of one or more oil and/or gas wells, removal and disposal off of the *Lands* of any and all byproducts incidental to production, construction of *Operator’s drill site location* and access road(s) for one or more as depicted on Exhibit “A”, construction and burial in place of necessary pits (*Operator* shall clean out any pits before burying in place), installing tank batteries and all related production equipment, laying temporary water and/or fuel gas lines for drilling and completion operations, installing pipelines and flow lines, including, but not limited to, gathering lines and transmission lines, whether used to transport oil, gas, and/or other hydrocarbons, produced water, or fresh water, together with all meters, meter runs, valves, and related appurtenances, electrical poles, electrical lines, transformers, and any other equipment necessary to provide electrical power to the wells, and any other equipment, facilities, and/or lines reasonably necessary to drill, complete, produce, and operate wells drilled by *Operator* on the *Lands* or on neighboring and adjacent lands (collectively, the “**Operations**”).
2. *Operator* shall compensate *Surface Owner* for *Operator’s Operations* on the *Lands* pursuant to the payment schedule below. It is agreed and understood the consideration to be paid under this *Agreement* shall be tendered by *Operator* to *Surface Owner* prior to *Operator* commencing *Operations* on the *Lands*. Further, said consideration shall constitute full payment for surface and subsurface use of the *Lands* for *Operator’s Operations* and all damages incurred as a result of the *Operations*. Further, *Surface Owner* acknowledges the compensation paid under this *Agreement* is in full and complete settlement of any and all claims for loss, damage or injury to the *Lands* arising out of or directly or indirectly related to *Operator’s Operations*, and acceptance of the compensation constitutes a full and complete release of such claims. Damages occurring due to oil spills, saltwater spills and future operations are exempt from this *Agreement* and will be settled separately, if such occasion occurs. *Operator* shall compensate *Surface Owner* as follows:
 - a. For each *drill site location* constructed by *Operator* on the *Lands*, *Operator* shall pay *Surface Owner* a single payment of \$60,000.00 to include the *drill site location* and all *Operations* on the *drill site location*, including, but not limited to: (i) all necessary pits, (ii) all lines, including, but not limited to, pipelines and electrical lines which are contained within the *drill site location*, whether above ground or buried, and (iii) any and all other production equipment, facilities, lines, and related equipment not expressly referenced below. For purposes of this *Agreement*, the *drill site location* will be defined as the area contained inside the perimeter fence constructed by *Operator*. Said *drill site location* is

more particularly described on the plat attached as *Exhibit "A"* and incorporated by reference.

- b. *Operator* shall pay *Surface Owner* \$10,000.⁰⁰ for any access road constructed on the *Lands* by *Operator* as depicted on Exhibit "A". Any access road constructed by *Operator* shall not exceed a permanent driving surface width of fifty feet (50'), except in locations where topography and/or corners require a greater width.
 - c. *Operator* shall pay *Surface Owner* the following amounts per rod for each rod of electrical lines extending beyond the *drill site location*.
 - (i) Sixteen Dollars and Fifty Cents (\$16.50) per rod for above ground electrical linesThe rights-of-way for electrical lines shall not exceed fifty feet (50') in width during construction and up to forty feet (40') in permanent width.
 - d. *Operator* shall pay *Surface Owner* three hundred dollars (\$300.00) per rod for a single pipeline constructed on the *Lands* by *Operator*. This agreement is sufficient for one (1) below ground pipeline that may be placed during the initial construction period. The right to place more than one (1) below ground pipeline shall not be construed to be covered by this agreement. Should *Operator* need any additional pipeline(s) within the same easement, *Operator* and *Surface Owner* shall renegotiate a new and separate agreement. Any right of way(s) constructed by *Operator* shall not exceed a permanent easement width of fifty feet (50'), with an additional temporary easement of thirty feet (30'), except in locations where topography and/or corners require a greater width.
 - e. If *Surface Owner* has sufficient quality and quantity of water upon property for drilling operations, *Operator* agrees to pay surface owner One Hundred and Twenty-five Dollars (\$125.00) per day. *Operator* will contact *Surface Owner* to discuss a mutually agreed upon location to be used for *Operator's* operations. Should *Surface Owner* elect to sell water to operator, payment will be made after drilling operations but not to exceed sixty days (60).
3. Subject to payment of the compensation described in Paragraph 2(c) above, *Operator*, its agents, or an electrical provider, shall have the right to install electricity to *Operator's drill site location(s)*, with the right of ingress and egress, across the *Lands*. Electricity may be installed by way of electric poles, which may include anchors, and/or be buried. Additionally, *Operator*, its agents, or an electrical provider, may install transformers or any other equipment necessary to provide electrical power to *Operator's drill site location(s)* on the poles or along the right-of-way. *Surface Owner* agrees to execute any right-of-way or utility easement which may be required for installing electricity to *Operator's drill site location(s)* under this provision. *Surface Owner* acknowledges and agrees any electrical provider's right-of-way or utility easement must be executed without revision of the Right-of-Way Agreement.
 4. *Surface Owner* agrees to negotiate in good faith with any third-party pipeline companies which may need to obtain easements and/or rights-of-way to connect their pipelines to *Operator's* wells.
 5. *Operator* shall conduct its *Operations* in compliance with all applicable federal, state or local laws, rules or regulations.
 6. *Operator* agrees to release, indemnify, defend, and save harmless *Surface Owner* from and against any and all claims, damages, demands, judgments, defense costs, or suits, including, but not limited to, claims, demands, judgments, or suits for property damage, bodily injury, or death (collectively, the "**Claims**") arising directly out of *Operator's Operations* on the *Lands* and caused by the gross negligence or willful misconduct of *Operator's* employees; provided, however, to the extent *Surface Owner's* negligence or willful misconduct causes or contributes to such *Claims*, *Operator* shall have no duty to indemnify *Surface Owner*.
 7. This *Agreement* shall remain in effect for an initial term of five (5) years and shall continue in effect beyond such initial term until *Operator* notifies *Surface Owner* it has permanently ceased *Operations* related to this *Agreement*.
 8. *Surface Owner* represents and warrants it has the legal right to enter into this *Agreement* and to grant the rights contained in this *Agreement* to *Operator*.
 9. *Surface Owner* acknowledges *Operator* has complied with, or *Surface Owner* waives, all requirements for notice contained in the Oklahoma Surface Damages Act (52 O.S. §§ 318.2-318.9), and any amendments thereto.

10. The *Parties* agree to execute a memorandum of this *Agreement*, which may be placed of record, in the form attached.
11. This *Agreement* shall be governed and interpreted by the laws of the State of Oklahoma (excluding its conflict of laws rules which would refer to and apply the substantive laws of another jurisdiction). Venue shall be in the District Courts of Caddo County
12. *Operator* may freely assign all, or a portion, of its interest in this *Agreement* upon providing *Surface Owner* thirty (30) days written notice. In the event *Operator* assigns all of its interest in this *Agreement*, all of the rights, obligations, and liabilities of *Operator* shall also be assigned, and *Operator* shall have no further obligations or liabilities under this *Agreement*.
13. *Surface Owner* shall not initiate any litigation with respect to any alleged breach of this *Agreement* by *Operator* without first providing *Operator* written notice of any alleged breach and allowing *Operator* a period of ninety (90) days to remedy any alleged breach.
14. This *Agreement* constitutes the entire and complete agreement between the *Parties* and supersedes any prior oral or written agreements between the *Parties* with respect to the *Lands*. The terms, conditions, and requirements of this *Agreement* shall prevail in the event of a conflict with the terms, conditions, or requirements of any other agreements of any type whatsoever, oral or written, entered into between the *Parties* through their duly authorized representatives.
15. The drill site location on *Surface Owner's Lands* is depicted on Exhibit "A," which *Surface Owner* approves. Any change in the location of the *drill site location* must be approved by *Surface Owner* in writing, and *Surface Owner* shall not unreasonably withhold its approval of any change reasonably necessary for compliance with applicable laws and governmental regulations or requests or orders of governmental authorities or to avoid major construction issues, wetlands, floodplains, or threatened or endangered species. If, for any reason, said compliance necessitates a change of location of the *drill site location* off of *Surface Owner's Lands*, and the *Surface Owner* has not been compensated for said *drill site location*, then the *Operator* shall be excused from such compensation.
16. If any provision of this *Agreement* is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and the remainder of this *Agreement* shall remain operative and binding on the *Parties*.
17. Each of the covenants, terms, provisions, and agreements contained in this *Agreement* shall be binding upon, and inure to the benefit of, the *Parties* and their respective heirs, legal representatives, successors, and assigns.

Special Provisions

Surface Owner and Operator agree to the following Special Provisions. In the event of a conflict between these Special Provisions and the other provisions in the Agreement above, these Special Provisions shall control.

- A. *Operator* is granted, to the extent *Surface Owner* has the right to do so, a subsurface easement and right-of-way in, through and under the *Lands* for the purpose of drilling, collecting geological data (including logs), and equipping directional and/or horizontal wells through the *Lands* in order to facilitate the drilling, completing, producing, and operating of oil and/or gas well(s) for the production of oil, gas, or other minerals from lands other than the *Lands* covered by this *Agreement*. It is expressly agreed that no wellbores drilled by *Operator* under this provision will be perforated at any point within the *Lands* unless *Operator* has or acquires the right to do so.

Agreed to and accepted as of the date set forth below, but effective for all purposes from and after the *Effective Date*.

This *Agreement* may be executed in multiple counterparts, all of which shall be construed together as an original instrument to the same extent and with like effect as though all the parties hereto had executed each counterpart.

Signature Page to Follow

SURFACE OWNER:
The City of Chickasha

Name: _____
Title: _____
Date:_____

OPERATOR:
CONTINENTAL RESOURCES, INC.

Name: Chad Newby
Title: Attorney-in-Fact
Date:_____

ACKNOWLEDGMENTS

STATE OF OKLAHOMA)
) ss.
COUNTY OF GRADY)

 The above instrument was acknowledged before me on the ____ day of _____, 2024,
by _____, the _____ of The City of Chickasha.

 WITNESS my hand and official seal.

[SEAL]

Notary Public
My Commission Expires: _____

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

 The above instrument was acknowledged before me the ____ day of _____, 2024,
by Chad Newby, the Attorney-in-Fact of Continental Resources, Inc., an Oklahoma corporation.

 WITNESS my hand and official seal.

[SEAL]

Notary Public
My Commission Expires: _____

MEMORANDUM OF SURFACE USE AGREEMENT

THIS MEMORANDUM OF SURFACE USE AGREEMENT (“*Memorandum*”) is being recorded to give notice effective as of the ____ day of _____, 2024, a Surface Use Agreement (“*Agreement*”) was entered into by and between The City of Chickasha (“*Surface Owner*”) and Continental Resources, Inc., an Oklahoma corporation (“*Operator*”). The *Agreement* grants to *Operator*, by *Surface Owner*, easements to enter upon and use certain lands owned by *Surface Owner* in Caddo County, Oklahoma, being more particularly described as:

Part of the North Half (N/2) of Section Fifteen (15), Township Eight (8) North, Range Nine (9) West of the Indian Meridian, Caddo County, Oklahoma (the “*Lands*”);

for oil, gas, and mineral operations (“*Operations*”). As used in the *Agreement* and in this *Memorandum*, *Operations* includes, without limitation, the following: geophysical operations, the drilling, completion, production, and operation of one or more oil and/or gas wells, removal and disposal off of the *Lands* of any and all byproducts incidental to production, construction of *Operator’s drill site location* for one or more wells, construction of an access road(s), construction and burial in place of necessary pits (*Operator* shall clean out any pits before burying in place), installing tank batteries and all related production equipment, laying temporary water and/or fuel gas lines for drilling and completion operations, installing pipelines and flow lines, including, but not limited to, gathering lines and transmission lines, whether used to transport oil, gas, and/or other hydrocarbons, produced water, or fresh water, together with all meters, meter runs, valves, and related appurtenances, electrical poles, electrical lines, transformers, and any other equipment necessary to provide electrical power to the wells, and any other equipment, facilities, and/or lines reasonably necessary to drill, complete, produce, and operate wells drilled by *Operator* on the *Lands* or on neighboring or adjacent lands.

The purpose of this *Memorandum* is to give notice of the *Agreement* and to give notice that all terms and conditions of the *Agreement* are incorporated into this *Memorandum* as if set out in full.

This *Memorandum* may be executed in multiple counterparts, all of which shall be construed together as an original instrument to the same extent and with like effect as though all the parties hereto had executed each counterpart.

DATED effective this ____ day of _____, 2024.

SURFACE OWNER:
The City of Chickasha

Name: _____
Title: _____
Date: _____

OPERATOR:
CONTINENTAL RESOURCES, INC.

Name: Chad Newby
Title: Attorney-in-Fact
Date: _____

ACKNOWLEDGMENTS

STATE OF OKLAHOMA)
) ss.
COUNTY OF GRADY)

The above instrument was acknowledged before me on the ____ day of _____, 2024,
by _____, the _____ of The City of Chickasha.

WITNESS my hand and official seal.

[SEAL]

Notary Public
My Commission Expires: _____

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

The above instrument was acknowledged before me the ____ day of _____, 2024,
by Chad Newby, the Attorney-in-Fact of Continental Resources, Inc., an Oklahoma corporation.

WITNESS my hand and official seal.

[SEAL]

Notary Public
My Commission Expires: _____

RECEIPT FOR SURFACE USE AGREEMENT
AND RELEASE OF DAMAGES

The City of Chickasha (“**Surface Owner**”) acknowledges and agrees the *Surface Use Agreement* dated _____, 2024 (the “**Agreement**”) between *Surface Owner* and Continental Resources, Inc. (“**Operator**”) is a valid and binding agreement.

Surface Owner represents he/she has read and understands the terms and provisions of the *Agreement* and this receipt for payment. *Surface Owner* agrees this is an arm’s length transaction entered into as a result of his/her own free act and will with *Operator* free from any duress or coercion by any party.

Surface Owner agrees the payment made hereunder constitutes full payment under the *Agreement*, excepting any damage payment resulting from any future operation that may be due in accordance with the *Agreement*. Non-acceptance by *Surface Owner* of timely payment shall not void the *Agreement*.

Pursuant to the terms of the *Agreement*, *Operator* tenders to *Surface Owner*, and *Surface Owner* accepts, the following payments in full satisfaction of the *Agreement*:

- 1. **Drill site location:** = Sixty Thousand Dollars and no/00 (\$60,000.00)
- 2. **Access road:** = Ten Thousand Dollars and no/00 (\$10,000.00)
- 3. **Electrical lines:** Sixteen Dollars and Fifty Cents (\$16.50) per rod x _____ rods = \$_____
- 4. **Pipeline Right of Way:** Three Hundred Dollars and no/00 (\$X00.00) per rod x _____ rods = \$_____
- 5. **Drilling Water:** One Hundred and Twenty-five Dollars and no/00 (\$125.00) per day x _____ days
= \$_____

Total: Seventy Thousand Dollars and no/00 (\$70,000.00)

Completed by Agent: _____

Check Number: _____

Check Amount: _____

Surface Owner SS#: _____

SURFACE OWNER:

Name: _____
Title: _____
Date: _____

CONTINENTAL RESOURCES, INC.

20 North Broadway
Oklahoma City, OK 73102
Telephone (405) 228-2631

FRESH WATER USE AGREEMENT

I, The City of Chickasha, that for and in consideration of One-Hundred-Twenty-Five and NO/100 DOLLARS (\$125.00) per day, plus agreed upon usage cost, do hereby give my permission to Continental Resources, Inc. or its duly authorized representatives to obtain water from an existing fresh water Lake Chickasha located in the NE/4 of Section 21 - Township SN - Range 9W IM, Caddo County, Oklahoma, for use in the drilling operations at the following location.

Henry 1-15-26XHW
NW/4 of Section 15, Township 8 North, Range 9 West IM
Caddo County, Oklahoma

Surface owner represents and warrants it has the legal right to enter into this Agreement and to grant the rights contained in this Agreement to Operator.

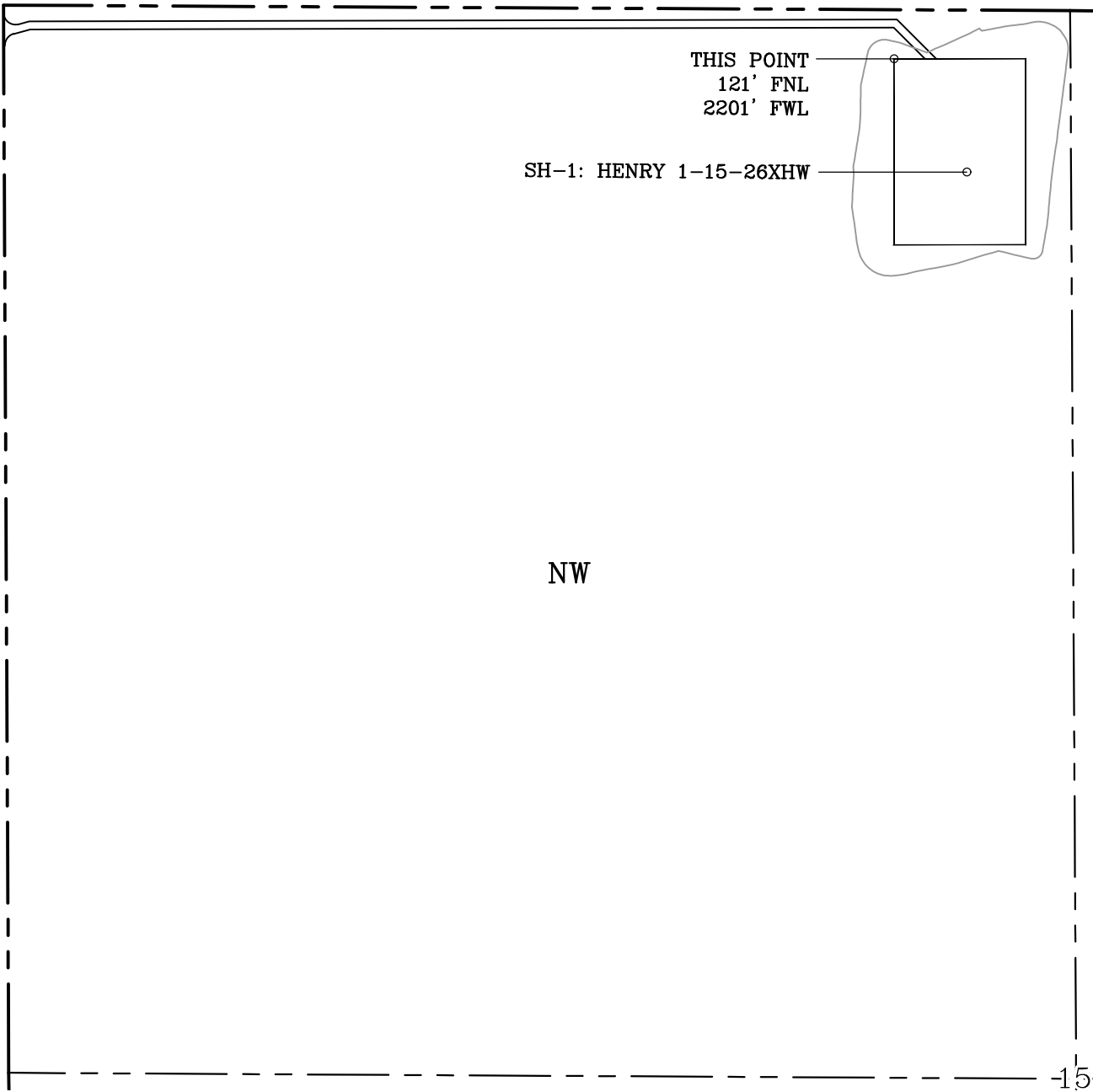
_____, City of Chickasha
117 North 4th Street
Chickasha, OK 73018
Tax ID# 73-6005139

EXHIBIT "A"

TABLE OF QUANTITIES

DISTURBED AREA = 6.31 ACRES
ACCESS ROAD = ±2337'

LOCATED ON THE LANDS OF:
THE CITY OF CHICKASHA
NW/4 SEC 15-8N-9W
CADDO COUNTY, OKLAHOMA



GENERAL NOTES:

- 1. THIS IS NOT A BOUNDARY SURVEY.
- 2. THIS SURVEY DOES NOT GUARANTEE TITLE OR OWNERSHIP.

LEGEND

	PROPOSED WELL PAD		PROPOSED DISTURBED AREA
	SECTION LINE		QUARTER SECTION LINE

GPS DATUM -
NAD83, OK SOUTH ZONE
US FEET SCALE: 1" = 400'

PREPARED BY:

PSLS
14612 BOGERT PARKWAY
Oklahoma City, OK 73134

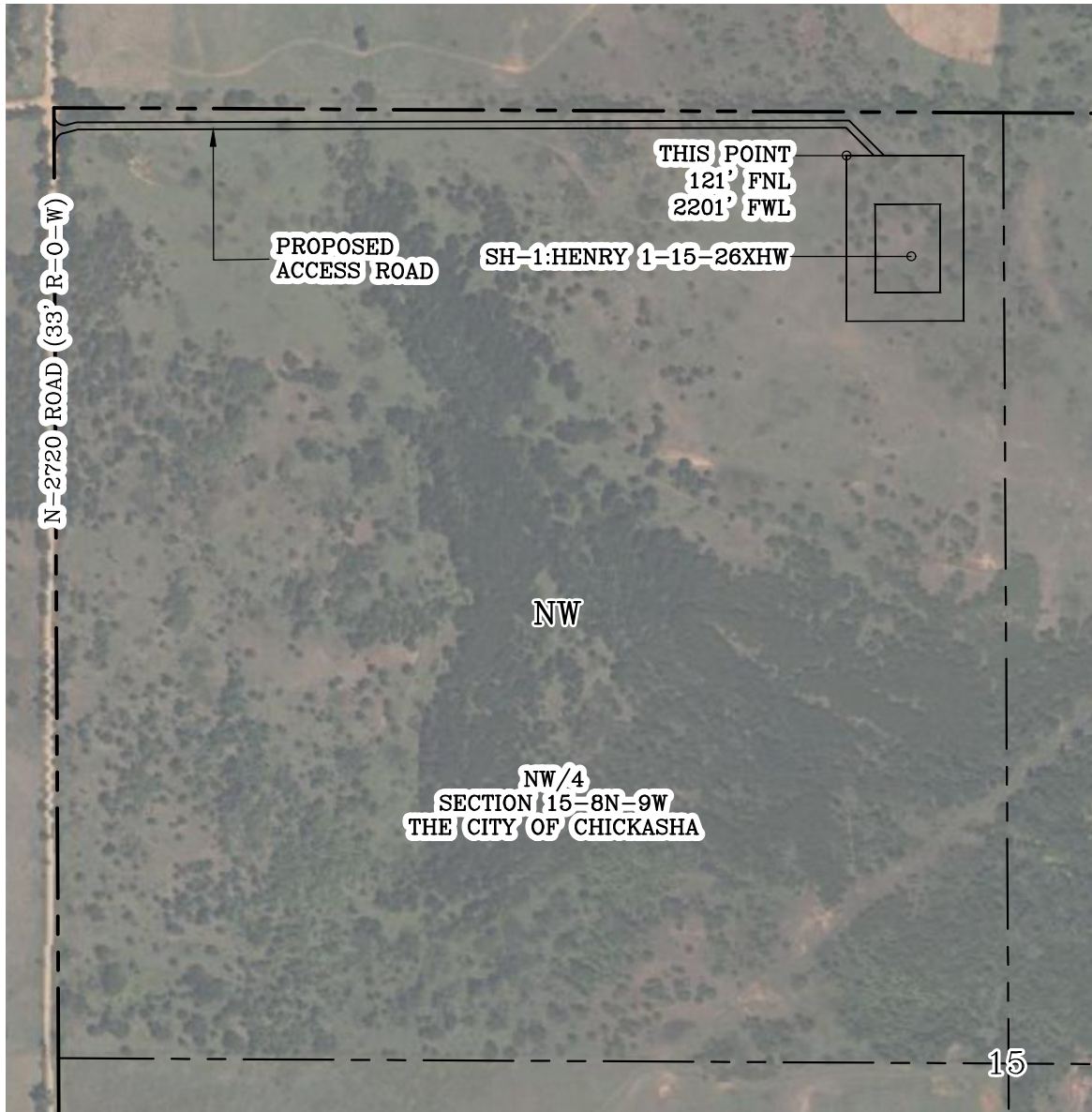
Drawn By:	KBS	Date:	10-03-24
Checked By:	HDG	Scale:	1" = 400'
Sheet Size:	8.5x14	Sheet No.	1 of 1
REV.	Description	Date	
0	ISSUED FOR APPROVAL	08-23-24	
1	REV'D BHL	08-29-24	
2	REV'D NAD27 COORDINATES	09-04-24	
3	REV'D LP COORDINATES	10-03-24	

EXHIBIT: F
SHEET: 8.5x11
SHL: 15-8N-9W
BHL-1: 26-8N-9W



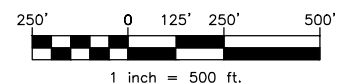
Well SH-1: HENRY 1-15-26XHW

PROPOSED ACCESS ROAD = 2337' | 141.64 RODS (TOTAL)



GPS DATUM - NAD83, OK SOUTH ZONE
US FEET SCALE: 1" = 500'

Section 15 Township 8N Range 9W I.M.
County CADDO State OK
Operator CONTINENTAL RESOURCES, INC.



CURRENT REV.: 3

Prepared By:  PSLS 14612 Bogert Parkway. Oklahoma City, OK 73134	AERIAL PLAT	DRAWN BY:	KBS	SCALE:	1" = 500'
		CHECKED BY:	HDG	JOB No.:	--
		APPROVED BY:	--	DWG. NO.:	AERIAL-1
		DATE ISSUED:	10-03-24	SHEET:	1 OF 4

CHICKASHA

Meeting Type: Council Agenda 11-4-2024

Meeting Date: 11/4/2024

Department: Community Development

Agenda Item No. 6.f.

AGENDA ITEM: Discussion, consideration, and possible action to approve Change Order No. 1 for CAA-2303 - Construct 2 Box Hangars for an increase of \$11,841.50.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Approve Change Order No. 1 for CAA-2303 - Construct 2 Box Hangars for an increase of \$11,841.50.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Darren Martin, Airport Manager/Chief Building Inspector	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: November 4, 2024	(From)		

V. ATTACHMENTS:

1. ChangeOrderNo1.signedbycontractor

CHANGE ORDER

Project: Construct 2 Box Hangars Grant No. ODAA CHK-24H-S	Change Order No. 1
Project Description: Construct 2 Box Hangars	
Requested Changes & Reasons: Recapitulation of Final Quantities	
LOCATION: Chickasha Municipal Airport	

The above will necessitate the following changes in quantities and estimates, which will be shown as overruns and underruns on future progressive estimates and vouchers.

Item	Description	Quantity	Unit Price \$	Amount \$	Days Req'd
	Please see attached breakdown of quantities.			11,841.50	0
Total this Change Order				11,841.50	0 CD
Existing Contract				957,400.00	195 CD
New Contract				\$ 969,241.50	195 CD

The prices for additional items have been compared with other contract prices and are fair for the amount of work involved.

10/16/2024

Date

Toby J. Baker

Parkhill

Approved by the City of Chickasha this _____ day of _____, 2024

Zachary Grayson, Mayor

We, W.L. McNatt & Co. contractor on the above project, do hereby agree to a net **increase** in the contract of **\$ 11,841.50** and **0 working** days as full compensation for making the above changes in accordance with the governing specifications.

W.L. McNatt & Co.

Jason Masterson
Jason Masterson, Vice President

Subscribed and sworn before me this 11th day of OCTOBER 2024.

My Commission Expires:

03/27/2028Todd Schulteis
Notary Public

Change Order No. 1

Construct 2 Box Hangars
ODAA CHK-24H-S
Chickasha Municipal Airport

Item	Description	Original Contract		Change Order No. 1		Revised Contract	
		Unit Price \$	Unit	Quantity	Amount \$	Quantity	Amount \$
Base Bid							
1	MOBILIZATION	\$ 42,800.00	LS	1	\$ 42,800.00	1	\$ 42,800.00
2	LOW PROFILE FLAG AND FLASHER BARRICADES	\$ 11,000.00	LS	1	\$ 11,000.00	-1	\$ (11,000.00)
3	UNCLASSIFIED EXCAVATION AND EMBANKMENT	\$ 39,000.00	LS	1	\$ 39,000.00		\$ -
4	6" CRUSHED AGGREGATE BASE COURSE	\$ 17.00	SY	570	\$ 9,690.00	-35	\$ (595.00)
5	6" ODOT CLASS AA P.C.C. SURFACE COURSE	\$ 62.00	SY	550	\$ 34,100.00	-27.55	\$ (1,708.10)
6	CONSTRUCT 75X75' BOX HANGAR	\$ 390,000.00	EA	1	\$ 390,000.00		\$ -
7	SOLID SLAB SODDING & WATERING UNTIL ESTABLISHED	\$ 6.00	SY	900	\$ 5,400.00		\$ -
8	THIRD PARTY INSURANCE	\$ -	LS	1	\$ -		\$ -
9	UNCLASSIFIED EXCAVATION AND EMBANKMENT	\$ 15,000.00	LS	1	\$ 15,000.00		\$ -
10	6" CRUSHED AGGREGATE BASE COURSE	\$ 17.00	SY	630	\$ 10,710.00	-32	\$ (544.00)
11	6" ODOT CLASS AA P.C.C. SURFACE COURSE	\$ 62.00	SY	620	\$ 38,440.00	-28.20	\$ (1,748.40)
12	CONSTRUCT 75X75' BOX HANGAR	\$ 360,000.00	EA	1	\$ 360,000.00		\$ -
13	SOLID SLAB SODDING & WATERING UNTIL ESTABLISHED	\$ 6.00	SY	210	\$ 1,260.00		\$ -
CO1-1	CONSTRUCT 750 SF 5" SIDEWALK BETWEEN HANGARS	\$ 5,815.00	LS		\$ -	1	\$ 5,815.00
CO1-2	PROVIDE 1" CLOSED CELL INSULATION ON WALLS AND HANGAR DOORS	\$ 21,622.00	LS		\$ -	1	\$ 21,622.00
Total					\$957,400.00		\$11,841.50
							\$969,241.50

Original Contract
Change Order No. 1
Revised Contract

\$957,400.00
\$11,841.50
\$969,241.50

CHICKASHA

Meeting Type: Council Agenda 11-4-2024

Meeting Date: 11/4/2024

Department: Community Development

Agenda Item No. 6.g.

AGENDA ITEM: Discussion, consideration, and possible action to approve Pay Request No. 6 - Final - in the amount of \$92,843.23 - Construct 2-Box Hangars project to W. L. McNatt.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Approve Pay Request No. 6 - Final - in the amount of \$92,843.23 - Construct 2-Box Hangars project to W. L. McNatt.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Darren Martin, Airport Manager/Chief Building Inspector	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: November 4, 2024	(From)		

V. ATTACHMENTS:

1. CHK_BoxHangars_WLMcNatt_PayApp06-Final

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF 2 PAGES

TO OWNER: City of Chickasha
117 N 4th St
Chickasha, OK 73018

PROJECT: OAC-CHK-24H-S

APPLICATION NO: 6-FINAL

Distribution to:

X	OWNER
X	ENGINEER
X	CONTRACTOR

PERIOD TO: 10/13/2024

FROM CONTRACTOR:

VIA ENGINEER: Parkhill

W.L. McNatt
2000 E Britton Rd
Oklahoma City, Oklahoma 73131
CONTRACT FOR:

Construct 2-Box Hangars

PROJECT NOS:

CONTRACT DATE: 10/16/2023

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM	\$	957,400.00
2. Net change by Change Orders	\$	11,841.50
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	969,241.50
4. TOTAL COMPLETED & STORED TO DATE	\$	969,241.50
5. RETAINAGE:		
a. 5 % of Completed Work	\$	0.00
b. 5 % of Stored Material	\$	0.00
Total Retainage \$ 0.00		
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	969,241.50
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	876,398.27
8. CURRENT PAYMENT DUE	\$	92,843.23
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month	\$11,841.50	
TOTALS	\$11,841.50	\$0.00
NET CHANGES by Change Order	\$11,841.50	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By:

Date:

State of: OKLAHOMA
Subscribed and sworn to before me this 21st day of OCTOBER, 2024
Notary Public: Todd Baker
My Commission expires: 03/27/2028

County of: OKLAHOMA
day of: OCTOBER, 2024

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 92,843.23

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ENGINEER:

By:

Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Construct 2-Box Hangars
OAC-CHK-24H-S

PAY REQUEST NO: 6
DATE: 10/13/2024

Chickasha Municipal Airport

For Period Ending: FINAL

Item		Description		Contract		Total Work Completed		Quantity	
				Quantity	Unit Price \$	Amount \$	Quantity	Amount \$	Remaining
Base Bid									
1		MOBILIZATION	1	LS	\$ 42,800.00	\$ 42,800.00	1.00	\$ 42,800.00	0.00
2		LOW PROFILE FLAG AND FLASHER BARRICADES	1	LS	\$ 11,000.00	\$ 11,000.00	0.00	\$ -	1.00
3		UNCLASSIFIED EXCAVATION AND EMBANKMENT	1	LS	\$ 39,000.00	\$ 39,000.00	1.00	\$ 39,000.00	0.00
4		6" CRUSHED AGGREGATE BASE COURSE	570	SY	\$ 17.00	\$ 9,690.00	535.00	\$ 9,095.00	35.00
5		6" ODOT CLASS AA P.C.C. SURFACE COURSE	550	SY	\$ 62.00	\$ 34,100.00	522.45	\$ 32,391.90	27.55
6		CONSTRUCT 75'X75' BOX HANGAR	1	EA	\$ 390,000.00	\$ 390,000.00	1.00	\$ 390,000.00	0.00
7		SOLID SLAB SODDING & WATERING UNTIL ESTABLISHED	900	SY	\$ 6.00	\$ 5,400.00	900.00	\$ 5,400.00	0.00
8		THIRD PARTY INSURANCE	1	LS	\$ -	\$ -	1.00	\$ -	0.00
Base Bid Total					\$531,990.00		\$518,686.90		
Alternate No. 1									
9		UNCLASSIFIED EXCAVATION AND EMBANKMENT	1	LS	\$ 15,000.00	\$ 15,000.00	1.00	\$ 15,000.00	0.00
10		6" CRUSHED AGGREGATE BASE COURSE	630	SY	\$ 17.00	\$ 10,710.00	598.00	\$ 10,166.00	32.00
11		6" ODOT CLASS AA P.C.C. SURFACE COURSE	620	SY	\$ 62.00	\$ 38,440.00	591.80	\$ 36,691.60	28.20
12		CONSTRUCT 75'X75' BOX HANGAR	1	EA	\$ 360,000.00	\$ 360,000.00	1.00	\$ 360,000.00	0.00
13		SOLID SLAB SODDING & WATERING UNTIL ESTABLISHED	210	SY	\$ 6.00	\$ 1,260.00	210.00	\$ 1,260.00	0.00
Alternate No. 1 Total					\$425,410.00		\$423,117.60		
Change Order No. 1									
CO1-1		CONSTRUCT 750 SF 5" SIDEWALK BETWEEN HANGARS	1	LS	\$ 5,815.00	\$ 5,815.00	1.00	\$ 5,815.00	0.00
CO1-2		PROVIDE 1" CLOSED CELL INSULATION ON WALLS AND HANGAR DOORS	1	LS	\$ 21,622.00	\$ 21,622.00	1.00	\$ 21,622.00	0.00
Change Order Total					\$27,437.00		\$27,437.00		
Base Bid + Alternate No. 1 Total					\$957,400.00		\$969,241.50		

TOTAL WORK TO DATE:	\$969,241.50
LESS RETAINAGE @ 5%:	\$0.00
LESS PREVIOUS PAYMENTS RECOMMENDED:	\$876,398.27
PAYMENT RECOMMENDED THIS ESTIMATE:	\$92,843.23

Contractor:
W.L. McNatt
2000 E Britton Rd
Oklahoma City, Oklahoma 73131

Approved By:

Toby J. Baker
Parkhill

10/22/2024

Date

CHICKASHA

Meeting Type: Council Agenda 11-4-2024

Meeting Date: 11/4/2024

Department: Human Resources

Agenda Item No. 7.a.

AGENDA ITEM: Discussion, consideration and possible action to enter into Executive Session to discuss negotiations concerning employees and representatives of employee groups under the provisions of 25 O.S. Section 307B(2). The purpose of the proposed Executive Session is to discuss the status of negotiations between the City and FOP Lodge No. 129 for a Collective Bargaining Agreement between the City and FOP Lodge No. 129 for the fiscal years 2024-2026.

I. BACKGROUND/DESCRIPTION:

- This collective bargaining agreement provides for a 4% increase each year and an increase to 4% between steps.
- Two steps in the Lieutenant rank were dropped and two additional steps were added due to a Lieutenant being maxed out in steps as of this year.
- A sell-back option for vacation in excess of the max accrual of 240 hours was added. This will allow the sell-back of up to 80 hours each quarter.
- Promotional points were removed from the testing scoring for promotions.
- The fifteen (15) day time frame was added for retiring officers to request items they wish to keep.
- A provision allowing the Chief discretion to extend light duty assignments if needed was added.
- Cell phones will be issued after an officer completes field training.
- Extended mileage for take-home vehicles from 20 to 30 miles.

II. RECOMMENDED ACTION:

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: NAME, TITLE	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: November 4, 2024	(From)		

V. ATTACHMENTS:

CHICKASHA

Meeting Type: Council Agenda 11-4-2024

Meeting Date: 11/4/2024

Department: Human Resources

Agenda Item No. 7.b.

AGENDA ITEM: Discussion, consideration, and possible action to enter into Executive Session to discuss the employment, hiring, appointment, promotion, demotion, discipline or resignation of any individual salaried public officer or employee under the provisions of 25 O.S. Section 307B(1) (Possible approval of an employment agreement to hire James Crosby as City Manager).

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: NAME, TITLE	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: November 4, 2024	(From)		

V. ATTACHMENTS:

CHICKASHA



Meeting Type: Council Agenda 11-4-2024

Meeting Date: 11/4/2024

Department: City Clerk

Agenda Item No. 7.c.

AGENDA ITEM: Discussion, consideration, and possible action to reconvene open session and take action on any matter discussed in the Executive Session.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Reconvene open session and take action on any matter discussed in the Executive Session.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

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

V. ATTACHMENTS: